August 13, 2014

TO: Santa Clara County Board of Education

FROM: Micaela Ochoa, Chief Business Officer
       Craig Wilde, Director, General Services

VIA: Jon Gundry, County Superintendent of Schools

SUBJECT: Request Approval for the 2014-15 Real Estate Leases – Update #1

Associated Goal

Goal 2: Provide support to districts, communities, schools, and students

Background

The SCCOE’s Board Policy 3312(a) – Contracts, requires that all contracts for real estate purchases and leases be placed on the Board agenda as Study Action items. As part of our effort to ensure compliance with BP3312(a), we have compiled the attached list of leased properties.

On July 16, 2014, the Board approved the leased properties as presented. This action item is an update to the leased properties that the Board approved on July 16, 2014, because at the time, the lease agreements were still pending.

Fiscal Implications

Funds have been incorporated for the leases in the 2014-15 budget as noted on the attached.

Requested Action

Approve the 2014-15 real estate leases as noted on the attached.

County Board of Education: Leon F. Beauchman, Michael Chang, Joseph Di Salvo, Darcie Green, Julia Hover-Smoot, Grace H. Mah, Anna Song
1290 Ridder Park Drive, San Jose, CA 95131-2304 (408) 453-6500 www.sccoe.org

Committed to serving, inspiring and promoting student and public school success
<table>
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<th>District (Lessor)</th>
<th>Site Name</th>
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<th>Agreement Start</th>
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<tr>
<td>Mountain View Whisman</td>
<td>Slater, #28 &amp; #29</td>
<td>220 N. Whisman Rd., Mountain View</td>
<td>1,920</td>
<td>$26,044</td>
<td>07-01-14</td>
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<td>Oak Grove School District</td>
<td>Santa Teresa Elementary</td>
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<td>LAND</td>
<td>$1</td>
<td>07-01-14</td>
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<td>Oak Grove Elementary</td>
<td>Christopher State Preschool</td>
<td>565 Coyote Road, SJ 95111</td>
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<td>Saratoga Sub-Acute</td>
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<td>COE Anne Darling site</td>
<td>1,053</td>
<td>$12,636</td>
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LEASE AGREEMENT BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND MTN. VIEW WHISMAN SCHOOL DISTRICT

This is an agreement between the Santa Clara County Office of Education (Lessee), and Mtn. View Whisman School District (Lessor) to provide certain facilities to be used for education.

IT IS AGREED between the parties as follows:

1. **Facilities to be provided.** Lessor shall provide the facilities described below:
   
   **Slater School**
   
   220 N. Whisman Rd.
   
   Mtn. View, CA 94043

   **ESP Rooms 28 & 29** (trade two rooms for Theuerkauf COE Double Portable)

2. **Term.** The term of this agreement shall commence on July 1, 2014 and shall terminate on June 30, 2015. The term of this Lease is for a period of one year.

   **Default.** A breach shall exist if Lessee or Lessor fails to perform any term, covenant, or condition contained in this Lease Agreement.

   **Termination.** The agreement may be terminated if the Lessee or Lessor has any uncured breach of contract for more that 90 days. Either party shall give the responding party written notice of termination.

   **Waiver.** The waiver by Lessor or Lessee of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

3. **Rent.** On or before June 30, 2015 lessee shall pay lessor the sum of $26,044.12 annually.

4. **Billing.** The above rental payment shall be made in accordance with the Lessor’s standard billing procedures.

5. **Access to Facilities.** Lessee agrees that the lessor or its duly authorized representative shall have all rights of ingress and egress to and from the above facilities, as the Lessor deems necessary.
6. **Repairs and Maintenance.** Lessor shall, at its own expense, maintain the facilities in good repair condition suitable for the above purposes. Failure to maintain the facilities shall be considered a breach of contract.

7. **Alterations.** Lessee shall not make any alterations, changes or additions to the facilities without obtaining prior written consent of Lessor, which consent Lessor will not unreasonably withhold. At the termination of this lease Lessee shall return the facilities to its original condition, reasonable wear and tear expected.

8. **Utilities, Custodial Services.** Lessor shall provide, at its own expense, for utilities and custodial services.

9. **Damage to Premises.** Lessee shall be responsible for the repair or replacement of any property of facilities of Lessor that may be lost, damaged, or stolen; arising from the negligence of the Lessee.

10. **Mutual Indemnification.** Lessor shall assume the defense of and indemnify and save harmless Lessee, its officers, employees and agents, from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of lessor, its officers, employees or agents, arising from lessor’s failure to keep the premises in good repair and in safe conditions or otherwise arising from the performance to this agreement.

   Lessee shall assume the defense of and indemnify and save harmless Lessor, its officers, employees and agents, from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of Lessee arising from the performance of the agreement.

11. **Liability and Workers’ Compensation Insurance:** It is understood and agreed that the Santa Clara County Office of Education (SCCOE) maintains Liability and Workers’ Compensation programs through a combination of Self-Insurance and Self-Insured pooling. Further, the fact that the SCCOE is a Public Agency in the State of California is sufficient evidence of its ability to be financially responsible for any of its liabilities.

   **Property Insurance:** Lessee agrees to maintain “all risk” property insurance for full replacement value of any improvements that Lessee makes to Lessor’s property. Lessee also agrees to be responsible for insuring Lessee’s own business personal property (contents).

12. **Taxes.** Lessor shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the Lease term upon the leased facilities as additional rent.

13. **Assignments, Subcontracts.** This agreement or any part thereof, may not be assigned or subcontracted by either party hereto, except with the written consent of the other party. Any assignment or subcontract made without such consent shall be void, and shall, at the option of the aggrieved party, terminate the agreement.
14. **Notices.** Any and all notices to be given under this Lease Agreement shall be deemed to have been duly given at three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective party at the following address:

**Lessor:**  
Santa Clara County Office of Education  
Director, General Services  
1290 Ridder Park Drive – MC 254  
San Jose, CA 95131-2398

**Lessee:**  
Mtn. View Whisman School District  
Superintendent  
750-A San Pierre Way  
Mountain View, CA 95043

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**MTN. VIEW WHISMAN SCHOOL DISTRICT**

By: [Signature]

Print: Teresa McNamara

Title: CFO

Date: 7/10/14

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**SANTA CLARA COUNTY OFFICE OF EDUCATION**

By: [Signature]

Print: Micaela Ochoa

Title: Chief Business Officer

Date: 3/6/19

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Rev. 7/11 SS/KE
LEASE AGREEMENT BETWEEN OAK GROVE SCHOOL DISTRICT
AND THE SANTA CLARA COUNTY OFFICE OF EDUCATION
TO PROVIDE LAND SPACE FOR FACILITIES

This is an agreement between the Oak Grove School District (Lessor) and the Santa Clara County Office of Education (Lessee) to provide certain facilities to be used for the education of students.

IT IS AGREED between the parties as follows:

1. **Premises.** Lessor hereby leases to lessee certain land for the placement of relocatable facilities on the terms, covenants, and conditions hereinafter set forth located at:

   Santa Teresa Elem. School
   6200 Encinal Drive
   San Jose, CA
   Portables A, B (double), C, D

2. **Term.** The term of this lease shall be for one (1) year commencing on July 1, 2014 and terminating on June 30, 2015. The lease automatically renews annually for a total of five years providing it is agreed upon between the parties hereto. Should either party choose not to renew the lease, that party shall provide 60 days prior written notice to the other party.

3. **Rent.** Lessee shall pay Lessor the sum of One Dollar ($1.00) per year as rent.

4. **Billing.** The above rental payment and actual telephone charges shall be made in accordance with the Lessor’s standard billing procedures.

5. **Access to Facilities.** Lessee, its agents, employees, licensees and invitees, shall have all rights of ingress and egress to and from the above facilities over such other portions of Lessor’s property, as the Lessee deems necessary for the use of the facilities.

6. **Repairs and Maintenance.** It is expressly understood that the Lessee intends to conduct classes for students with severe disabilities in the above facilities. Lessee shall, at its own expense, keep the facilities in good repair and maintain them in a condition suitable for the above purposes.

7. **Utilities & Custodial Services: **Lessor shall provide all utilities (water, sewer, and electricity) and shall furnish custodial services; the cost of the same shall be included in the above rental fee. The Lessee shall be responsible for the actual telephone charges incurred during the term of this agreement.

8. **Alterations.** Lessee shall not make any alterations, changes or additions to the premises without obtaining prior written consent of Lessor, which consent Lessor will not unreasonably withhold. At the termination of this lease any such alterations, changes or additions shall inure to the benefit of Lessor and shall become property of Lessor unless the parties shall otherwise agree in writing prior to the installation thereof. In case any such alterations, changes or additions are removed, Lessee will return the site to its original condition, reasonable wear and tear excepted.

9. **Mutual Indemnification.** Lessor shall assume the defense of and indemnify and save harmless Lessee, its officers, employees and agents, from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of lessor, its officers, employees or agents, arising from lessor’s failure to keep the premises in good repair and in safe conditions or otherwise arising from Lessor’s negligent acts or omissions in the performance of this agreement.

1 of 2
Lessee shall assume the defense of and indemnify and save harmless Lessor, its officers, employees and agents, from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered arising from any negligent act or omission of Lessee in the performance of this agreement.

10. **Insurance**: It is mutually recognized that the Lessee is a Permissibly Self-Insured Public Entity in the State of California for Worker’s Compensation and maintains programs of Self-Insurance for Liability. Accordingly, no certificates of insurance shall be required of the Lessee.

11. **Assignments, Subcontracts**: This agreement or any part, thereof, may not be assigned or subcontracted by either party hereto, except with the written consent of the other party. Any assignment or subcontract made without such consent shall be void, and shall, at the option of the aggrieved party, terminate the agreement.

12. **Notices**: All notices to be given under this Lease shall be deemed to have been duly given when mailed by registered or certified mail, return receipt, postage prepaid to the party notified at the addresses set forth:

   **Lessor**: Oak Grove School District  
   Chris Jew, Deputy Superintendent  
   6578 Santa Teresa Blvd.  
   San Jose, CA 95119

   **Lessee**: Santa Clara County Office of Education  
   Director, General Services  
   1290 Ridder Park Drive  
   San Jose, Ca 95131-2398

13. **Healthy School Act of 2000**: Lessor certifies that it is in compliance with California’s Healthy School Act of 2000 (AB 2260) as they relate to the use of pesticides. Lessor shall provide adequate notices to lessee as required. Lessor will indemnify and hold harmless lessee from all damages, penalties, and consequences imposed upon it for any failure of the lessor to comply with such provisions.

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**OAK GROVE SCHOOL DISTRICT**

By ____________________________  
Print: Chris Jew  
Title: Deputy Superintendent  
Date: 6/19/14

**SANTA CLARA COUNTY OFFICE OF EDUCATION**

By ____________________________  
Print: Craig Wilde  
Title: Director, General Services  
Date: 5/9/14

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Rev. 07/19/06-SS

Risk Management  
Reviewer: B  
Rm# 15 0022

2 of 2
LEASE AGREEMENT
BETWEEN THE SANTA CLARA COUNTY OFFICE OF EDUCATION
AND OAK GROVE SCHOOL DISTRICT

This agreement is entered into by and between the Santa Clara County Office of Education (hereinafter referred to as SCCOE or Lessee) and the Oak Grove School District (hereinafter referred to as District or Lessor) to license use of certain facilities to be used for the State Preschool Program.

IT IS AGREED between the parties as follows:

1. **USE OF PREMISES:** District hereby furnishes to SCCOE and SCCOE hereby accepts from District the use of two portable classroom buildings for the education of students at:

   **Christopher School**
   565 Coyote Road
   San Jose, CA 95111
   Portables PK1 & 2

2. **TERM:** The term of this agreement shall be for a period of three (3) years commencing on July 1, 2014 and ending on June 30, 2017. Should either party choose to terminate the lease, that party shall provide ninety (90) days prior a written notice to the other party.

3. **RENT:** SCCOE shall pay to District the sum of One Dollar per year as rent for the leased premises for the period July 1, 2014 through June 30, 2017.

4. **ACCESS TO FACILITIES:** SCCOE's officers, agents, employees, licensees, and invitees shall have all rights of ingress and egress to and from the above facilities, over such other portions of District's property at the school as SCCOE deems necessary for its use of the facilities.

   District and its agents reserve the rights to enter into and upon the premises at all reasonable times for the purpose of inspecting the same.

5. **UTILITIES AND CUSTODIAL SERVICES:** District shall provide all utilities (telephone, water, sewer, and electricity). SCCOE shall furnish custodial services.

6. **REPAIR AND MAINTENANCE:** It is expressly understood that SCCOE intends to conduct classes for the preschool program in the above facilities. District shall, at its own expense, keep the facilities in good repair and maintain them in a condition suitable for the above purposes.
7. **ALTERATIONS:** SCCOE shall not make any alterations, changes or additions to the premises without obtaining prior written consent of District. No additions, alterations or improvements shall be made which will weaken the structural strength, lessen the value or change the architectural appearance of the building or other construction. All alterations, additions or improvements to said premises shall become an integral part of said premises, and shall not be removed unless otherwise expressly agreed in writing. In case any such alterations, changes or additions are removed, SCCOE will restore the site to its original condition at the expense of SCCOE, reasonable wear and tear excepted.

8. **NOTICES:** All notices required or desired to be given by District or SCCOE hereunder shall be in writing and shall be deemed served when mailed by certified or registered, return receipt, postage prepaid, addressed to District or SCCOE respectively at the addresses set forth:

**District, Lessor:**
Oak Grove School District
Chris Jew, Deputy Superintendent
6578 Santa Teresa Blvd
San Jose, CA 95119-1204

**SCCOE, Lessee:**
Santa Clara County Office of Education
Director, General Services
1290 Ridder Park Drive
San Jose, CA 95131-2398

9. **MUTUAL INDEMNIFICATION:** SCCOE agrees to defend, indemnify, and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, and expenses, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SCCOE, its officers, employees or agents.

The District agrees to defend, indemnify, and hold the SCCOE, its officers, employees, and agents harmless from and against any and all liability, loss, and expenses, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees or agents.

10. **INSURANCE:**

**Liability and Workers’ Compensation Insurance:** It is understood and agreed that the SCCOE maintains programs of Liability Self-Insurance and Self-Insured pooling. Further, the fact that the SCCOE is a Public Agency in the State of California is sufficient evidence of its ability to be financially responsible for any of its liabilities. It is also understood that the District is a Public Agency in the State of California and it participates in programs of Self-Insurance and Self-Insured pooling. Accordingly, Evidence of Insurance, Certificates of Liability or Workers’ Compensation Insurance or other similar documentation shall not be required of either party under this agreement.
11. **ASSIGNMENT AND SUBLEASE**: SCCOE shall not assign any of its obligations, rights or duties under this agreement nor sublet the premises or any interest therein without the prior written consent of the District. Any such assignment or sublease shall be only for authorized use of described in Paragraph 1 of this Lease Agreement.

12. **ASBESTOS**: The District certifies that the facilities are in compliance with the Toxic Substances Control Act, (P.L. 94-469), 15 U.S.C. Section 2610 et seq. As amended by the Asbestos Hazard Emergency Control Act of 1968 (P.L. 99-519), and the implementing regulations, 40 C.F.R. 763.80 et seq., as amended. Specifically, District certifies that the facilities have been inspected and re-inspected as required, and is or will be a part of the asbestos management plan of the District. District will indemnify and hold harmless the SCCOE from all damages, penalties, and consequences imposed upon it for any failure of the District to comply with such provisions.

13. **HEALTHY SCHOOL ACT OF 2000**: District certifies that it is in compliance with California’s Healthy School Act of 2000 (AB 2260) as they relate to the use of pesticides. District shall provide adequate notices to SCCOE as required. District will indemnify and hold harmless the SCCOE from all damages, penalties, and consequences imposed upon it for any failure of the District to comply with such provisions.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

**OAK GROVE SCHOOL DISTRICT**

By __________________________
Name (PRINT)  CHRISS JEW
Title  DEPUTY SUPERINTENDENT
Date  6/24/14

**SANTA CLARA COUNTY OFFICE OF EDUCATION**

By __________________________
Name (PRINT)  CRAIG WILDE
Title  DIRECTOR, GENERAL SERVICES
Date  6/27/14
LEASE AGREEMENT
BETWEEN THE SANTA CLARA COUNTY OFFICE OF EDUCATION
AND OAK GROVE SCHOOL DISTRICT

This agreement is entered into by and between the Santa Clara County Office of Education (hereinafter referred to as SCCOE or Lessee) and the Oak Grove School District (hereinafter referred to as District or Lessor) to license use of certain facilities to be used for the State Preschool Program.

IT IS AGREED between the parties as follows:

1. **USE OF PREMISES:** District hereby furnishes to SCCOE and SCCOE hereby accepts from District the use of two portable classroom buildings for the education of students at:

   **Stipe School**
   5000 Lyng Drive
   San Jose, CA 95111
   Portables PK1 & 2

2. **TERM:** The term of this agreement shall be for a period of three (3) years commencing on July 1, 2014 and ending on June 30, 2017. Should either party choose to terminate the lease, that party shall provide ninety (90) days prior a written notice to the other party.

3. **RENT:** SCCOE shall pay to District the sum of One Dollar per year as rent for the leased premises for the period July 1, 2014 through June 30, 2017.

4. **ACCESS TO FACILITIES:** SCCOE’s officers, agents, employees, licensees, and invitees shall have all rights of ingress and egress to and from the above facilities, over such other portions of District's property at the school as SCCOE deems necessary for its use of the facilities.

   District and its agents reserve the rights to enter into and upon the premises at all reasonable times for the purpose of inspecting the same.

5. **UTILITIES AND CUSTODIAL SERVICES:** District shall provide all utilities (telephone, water, sewer, and electricity). SCCOE shall furnish custodial services.

6. **REPAIR AND MAINTENANCE:** It is expressly understood that SCCOE intends to conduct classes for the preschool program in the above facilities. District shall, at its own expense, keep the facilities in good repair and maintain them in a condition suitable for the above purposes.
7. **ALTERATIONS**: SCCOE shall not make any alterations, changes or additions to the premises without obtaining prior written consent of District. No additions, alterations or improvements shall be made which will weaken the structural strength, lessen the value or change the architectural appearance of the building or other construction. All alterations, additions or improvements to said premises shall become an integral part of said premises, and shall not be removed unless otherwise expressly agreed in writing. In case any such alterations, changes or additions are removed, SCCOE will restore the site to its original condition at the expense of SCCOE, reasonable wear and tear excepted.

8. **NOTICES**: All notices required or desired to be given by District or SCCOE hereunder shall be in writing and shall be deemed served when mailed by certified or registered, return receipt, postage prepaid, addressed to District or SCCOE respectively at the addresses set forth:

**District, Lessor:**
Oak Grove School District
Chris Jew, Deputy Superintendent
6578 Santa Teresa Blvd
San Jose, CA 95119-1204

**SCCOE, Lessee:**
Santa Clara County Office of Education
Director, General Services
1290 Ridder Park Drive
San Jose, CA 95131-2398

9. **MUTUAL INDEMNIFICATION**: SCCOE agrees to defend, indemnify, and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, and expenses, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SCCOE, its officers, employees or agents.

The District agrees to defend, indemnify, and hold the SCCOE, its officers, employees, and agents harmless from and against any and all liability, loss, and expenses, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees or agents.

10. **INSURANCE**:

**Liability and Workers’ Compensation Insurance**: It is understood and agreed that the SCCOE maintains programs of Liability Self-Insurance and Self-Insured pooling. Further, the fact that the SCCOE is a Public Agency in the State of California is sufficient evidence of its ability to be financially responsible for any of its liabilities. It is also understood that the District is a Public Agency in the State of California and it participates in programs of Self-Insurance and Self-Insured pooling. Accordingly, Evidence of Insurance, Certificates of Liability or Workers’ Compensation Insurance or other similar documentation shall not be required of either party under this agreement.
11. **ASSIGNMENT AND SUBLEASE:** SCCOE shall not assign any of its obligations, rights or duties under this agreement nor sublet the premises or any interest therein without the prior written consent of the District. Any such assignment or sublease shall be only for authorized use of described in Paragraph 1 of this Lease Agreement.

12. **ASBESTOS:** The District certifies that the facilities are in compliance with the Toxic Substances Control Act, (P.L. 94-469), 15 U.S.C. Section 2610 et seq. As amended by the Asbestos Hazard Emergency Control Act of 1968 (P.L. 99-519), and the implementing regulations, 40 C.F.R. 763.80 et seq., as amended. Specifically, District certifies that the facilities have been inspected and re-inspected as required, and is or will be a part of the asbestos management plan of the District. District will indemnify and hold harmless the SCCOE from all damages, penalties, and consequences imposed upon it for any failure of the District to comply with such provisions.

13. **HEALTHY SCHOOL ACT OF 2000:** District certifies that it is in compliance with California’s Healthy School Act of 2000 (AB 2260) as they relate to the use of pesticides. District shall provide adequate notices to SCCOE as required. District will indemnify and hold harmless the SCCOE from all damages, penalties, and consequences imposed upon it for any failure of the District to comply with such provisions.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

**OAK GROVE SCHOOL DISTRICT**

By __________________________

Name (PRINT) __________________________

Title __________________________

Date __________________________

**SANTA CLARA COUNTY OFFICE OF EDUCATION**

By __________________________

Name (PRINT) __________________________

Title __________________________

Date __________________________
LEASE AGREEMENT BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND SCRIBBLES & GIGGLES

This is an agreement between the Santa Clara County Office of Education (Lessor), and Saratoga Sub-Acute (Scribbles and Giggles) (Lessee) to provide certain facilities to be used for education.

IT IS AGREED between the parties as follows:

1. **Facilities to be provided.** Lessor shall provide the facilities described below:

   **Scribbles and Giggles @ Anne Darling SCCOE site - 1550 Marburg Way, SJ (1053 SF)**

2. **Term.** The term of this agreement shall commence on July 1, 2014 and shall terminate on June 30, 2015. The term of this Lease is for a period of one (1) year.

3. **Default.** A breach shall exist if Lessee fails to perform any term, covenant, or condition contained in this Lease Agreement.

4. **Termination.** The agreement may be terminated if the lessee has any uncured breach of contract for more than 60 days and such default is not cured after written notice to Lessee of the breach.

5. **Waiver.** The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

6. **Rent.** The monthly rent shall be $1,053.00 per month or $12,636.00 annually.

7. **Access to Facilities.** The Lessor or its duly authorized representative shall have all rights of ingress and egress to and from the above facilities, as the Lessor deems necessary.

8. **Repairs and Maintenance.** Lessee shall, at its own expense, maintain the facilities in good repair condition suitable for the above purposes. Failure to maintain the facilities shall be considered a breach of contract.

9. **Alterations.** Lessee shall not make any alterations, changes or additions to the facilities without obtaining prior written consent of Lessor, which consent Lessor will not unreasonably withhold. At the termination of this lease Lessee shall return the facilities to its original condition, reasonable wear and tear expected.

10. **Custodial Services and Office Furnishings.** Lessor shall provide, at its own expense, all utilities and custodial services. Lessee shall provide, at its own expense, all office equipment, internet services, telecommunications and computers.
11. **Damage to Premises.** Lessor shall be responsible for the repair or replacement of any property of facilities of Lessor that may be lost, damaged, or stolen.

12. **Indemnification.**

   a.) The Lessee shall indemnify, hold harmless and defend the Santa Clara County Office of Education (SCCOE) and each of its officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by SCCOE, the Lessee or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney’s fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Lessee or any of its employees or agents in the performance of this contract. The Lessee’s obligations under the preceding sentence shall apply regardless of whether the SCCOE or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the sole negligence or by the willful misconduct of the SCCOE.

   b.) If the Lessee should sub-lease all or any portion of the premises to be occupied under this agreement, the Lessee shall require each sub-Lessee to indemnify, hold harmless and defend the SCCOE, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph.

13. **Insurance:** Lessee shall procure and maintain for the duration of the contract insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee’s operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee. Lessee and Lessee’s insurer shall agree to waive right of recovery against the Santa Clara County Office of Education (SCCOE).

   **A. Minimum Scope of Insurance:** Coverage shall be at least as broad as:

   1. Comprehensive or Commercial General Liability coverage, Insurance Services Office (no less than Occurrence form CG 0001).
   2. Workers’ Compensation insurance as required by the State of California and Employer’s Liability insurance (for Lessees with employees).
   3. Commercial (Business) Automobile Liability covering for “Any Auto”.

   **B. Minimum Limits of Insurance:** Lessee shall maintain limits not less than:

   1. **General Liability:** $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including Contractual Liability and Fire Legal Liability ($100,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.
   2. **Workers Compensation:** Statutory Limits, including Employers Liability not less than $1,000,000 per occurrence (BI/disease).
   3. **Commercial Auto Liability:** $1,000,000 per occurrence combined single limit, for Bodily Injury Liability and Property Damage Liability.

   Deviation from Requirements: Any requested deviations from the above Insurance Requirements must be submitted to the SCCOE Risk Manager, (408) 453-6925, Fax (408) 453-4339, at least three weeks in advance of the effective date of Lease date and or Tenancy, whichever is earliest.
14. **Taxes.** Lessee shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the Lease term upon the leased facilities as additional rent.

15. **Assignments, Subcontracts.** This agreement or any part, thereof, may not be assigned or subcontracted by either party hereto, except with the written consent of the other party. Any assignment or subcontract made without such consent shall be void, and shall, at the option of the aggrieved party, terminate the agreement.

16. **Notices.** Any and all notices to be given under this Lease Agreement shall be deemed to have been duly given at three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective party at the following address:

**Lessee:** Scribbles & Giggles  
Mike Zarcone, Owner  
13425 Sousa Lane  
Saratoga, CA 95070

**Lessor:** Santa Clara County Office of Education  
Director, General Services  
1290 Ridder Park Drive – MC 254  
San Jose, CA 95131-2398

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of the date this Lease has been executed by all parties.

**SCRIBBLES & GIGGLES**  
By [Signature]  
Date: 7/16/14

**SANTA CLARA COUNTY**  
**CHIEF BUSINESS OFFICER**  
By [Signature]  
Date: 7/7/14