October 15, 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

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 provides an update to the lease agreements 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.
<table>
<thead>
<tr>
<th>Lessor</th>
<th>Site Name</th>
<th>Site Address</th>
<th>Sq. Feet</th>
<th>Agreement Amount/Yr.</th>
<th>Agreement Start</th>
<th>Agreement End</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Special Education</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East Side Union H.S. District</td>
<td>Santa Teresa High #808 &amp; 809</td>
<td>6150 Snell Road, San Jose, CA</td>
<td>Land</td>
<td>$1</td>
<td>07-01-14</td>
<td>06-30-15</td>
</tr>
<tr>
<td>Mobile Modular Addendum</td>
<td>Various sites - attached</td>
<td>See Attached</td>
<td>16,320</td>
<td>$41,119</td>
<td>07-01-14</td>
<td>06-30-15</td>
</tr>
<tr>
<td>Williams Scotsman, Inc.</td>
<td>Martin Murphy School Portable</td>
<td>141 Avenida Espana, San Jose, CA</td>
<td>Land</td>
<td>$8,760</td>
<td>07-01-14</td>
<td>06-30-17</td>
</tr>
<tr>
<td><strong>Commercial Property</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pelio Associates</td>
<td>Food Production Center</td>
<td>1279 Alma Court, San Jose, CA</td>
<td>7,477</td>
<td>$165,986</td>
<td>09-01-14</td>
<td>06-30-16</td>
</tr>
</tbody>
</table>

* Leases Attached
LEASE AGREEMENT BETWEEN EAST SIDE UNION HIGH SCHOOL DISTRICT
AND THE SANTA CLARA COUNTY OFFICE OF EDUCATION
TO PROVIDE LAND SPACE FOR FACILITIES

This is an agreement between the East Side Union High 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 High (Portable #’s 808 & 809)
   6150 Snell Road
   San Jose, CA

2. **Term.** The term of this lease shall be for one (1) year commencing on July 1, 2014 and terminating on June 30, 2015. Should either party choose not to renew the lease, that party shall provide 90 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.
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:

District: East Side Union High School District  
Director, General Services  
830 N. Capitol Avenue  
San Jose, CA 95133

SCCOE: 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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**EAST SIDE UNION HIGH SCHOOL DISTRICT**

By: [Signature]

Print: Marcus Battles

Date: 8/15/14

Board Ratified 8/21/14

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**SANTA CLARA COUNTY OFFICE OF EDUCATION**

**DIRECTOR, GENERAL SERVICES**

By: [Signature]

Print: Craig Wilde

Date: 5/8/14

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Rev. 07/19/06-SS

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Risk Management 9/11/14

Reviewer: [Signature]

Rm# 15.0009
Mobile Modular Management Corporation
5700 Las Positas Road, Livermore, CA 94551
Ph (925) 606-9000 Fax (925) 453-3201
www.MobileModularRents.com

Customer: Santa Clara County Office of Education
Billing Address: 1290 Ridder Park Dr. MC 273
City/State/Zip: San Jose, CA 95131-2398

Project Name: Multiple
Site Address: Multiple
City/State/Zip: Multiple

Attn: Linda Wedding
Phone: 408-453-6864
Fax: 408-453-6798
E-mail: linda.wedding@sccoe.org

This will serve as an addendum to the contract agreement entered into between (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor). ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Original Term</th>
<th>Original Start Rent Date</th>
<th>Original End Rent Date</th>
<th>Building ID</th>
<th>Item Description</th>
<th>Addendum Start Date</th>
<th>Addendum End Date</th>
<th>Term</th>
<th>Addendum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>120026</td>
<td>60</td>
<td>8/15/1997</td>
<td>8/11/1997</td>
<td>Classroom, 36x40 DSA (NonStd)</td>
<td>8/12/2014</td>
<td>8/11/2015</td>
<td>12</td>
<td>$5,894.16</td>
<td>Santa Teresa ES</td>
</tr>
<tr>
<td>120028</td>
<td>60</td>
<td>8/25/1997</td>
<td>8/21/1997</td>
<td>Classroom, 24x40 DSA (Plan 1001)</td>
<td>8/22/2014</td>
<td>8/21/2015</td>
<td>12</td>
<td>$5,915.04</td>
<td>Leigh HS</td>
</tr>
<tr>
<td>120030</td>
<td>60</td>
<td>8/25/1997</td>
<td>8/21/1997</td>
<td>Classroom, 24x40 DSA (Plan 1018)</td>
<td>8/22/2014</td>
<td>8/21/2015</td>
<td>12</td>
<td>$5,915.04</td>
<td>Toyon</td>
</tr>
<tr>
<td>534766</td>
<td>60</td>
<td>8/15/2004</td>
<td>8/14/2004</td>
<td>Classroom, 24x40 DSA (Plan 1001)</td>
<td>6/24/2014</td>
<td>6/18/2015</td>
<td>12</td>
<td>$539.00</td>
<td>Argonaut School</td>
</tr>
<tr>
<td>534767</td>
<td>60</td>
<td>8/15/2004</td>
<td>8/14/2004</td>
<td>Classroom, 24x40 DSA (Plan 1001)</td>
<td>7/24/2014</td>
<td>7/18/2015</td>
<td>12</td>
<td>$539.00</td>
<td>Argonaut School</td>
</tr>
</tbody>
</table>

* Rental rates do not include any applicable taxes. Charges for return delivery and preparing equipment for removal will be quoted at time of return.
* For contract billed monthly, this contract agreement defines a month as 30 calendar days. Bill Frequency for contracts 534766, 534767, and 210001241 bill frequency is monthly. Bill frequency for all other contracts is annual.

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Kristen Erickson
Printed Name
Operations Specialist

Santa Clara County Office of Education

Tim Grundy
Printed Name
Superintendent

Call (925) 606-9000 with any questions or comments, ask for Kristen Erickson.

Thank you for contacting Mobile Modular.

**Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.**
# Lease Agreement

**Lessee:** 17764402  
Santa Clara County Office of Education  
1290 Ridder Park Dr  
San Jose, California, 951312304

**Contact:**  
Linda Wedding  
1290 Ridder Park Dr  
San Jose, CA, 95131  
Phone: (408) 453-6500  
Fax: (408) 453-6811

**Ship To Address:**  
Martin Murphy Middle School  
SAN JOSE, CA, 95139

**Delivery Date/on or about:** 8/29/2014

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## Rental Pricing Per Month

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>1</td>
<td>$230.00</td>
<td>$230.00</td>
</tr>
</tbody>
</table>

**Total Monthly Building Charges:** $500.00  
**Other Monthly Charges:** $230.00

**Total Rental Charges Per Month:** $730.00

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## Delivery & Installation

**Total Delivery & Installation Charges:** $0.00

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## Final Return Charges*

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skirting Removal - Wood LF</td>
<td>120</td>
<td>$2.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Ramp - Knockdown &amp; Return</td>
<td>1</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Teardown</td>
<td>1</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Return Freight</td>
<td>2</td>
<td>$102.74</td>
<td>$205.48</td>
</tr>
</tbody>
</table>

**Due On Final Invoice:** $2,845.48

**Total Charges including (36) Month Rental, Delivery, Installation & Return**: $29,125.48

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## Summary of Charges

<table>
<thead>
<tr>
<th>Model</th>
<th>QUANTITY</th>
<th>Total Charges for (1) Building(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CL4024</td>
<td>1</td>
<td>$29,125.48</td>
</tr>
</tbody>
</table>
**INSURANCE REQUIREMENTS ADDENDUM**

<table>
<thead>
<tr>
<th>QTY</th>
<th>PRODUCT</th>
<th>EQUIPMENT VALUE/BUILDING</th>
<th>DEDUCTIBLE PER UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CL4024</td>
<td>$29402.00</td>
<td></td>
</tr>
</tbody>
</table>

**Lessee:** Santa Clara County Office of Education

Pursuant to Section 12 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than $1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.

2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

**Commercial General Liability Insurance**

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

**Commercial Property Insurance**

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth Section 12 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.
Clarifications

*Final Return Charges are estimated and will be charged at Lessor’s market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above (“Equipment”), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc. If necessary and Lessor will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability Insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor’s General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the “Equipment”. By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor’s General Terms & Conditions (09-09-13) located on Lessor’s internet site [http://www.willscot.com/terms] in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Leases with a copy of the General Terms & Conditions upon written request, Leases should print copies of this Agreement and General Terms & Conditions for record-keeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

[ ] Paperless Invoicing Option

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

A/P Email: __________________________

[ ] Standard Mail Option

Invoices will be mailed to:
1290 Ridder Park Dr
San Jose California 95131

Enter a new billing address:

Signatures:

Lessor: Santa Clara County Office of Education
Lessor: Williams Scotsman, Inc.

Signature: __________________________
Print Name: Michelle Olson
Title: Chief Business Officer
Date: 9/11/14

Signature: __________________________
Print Name: Daniel Ritter
Title: Account Co-Manager
Date: 9/12/14

PLEASE RETURN SIGNED AGREEMENT TO: SJLleases@willscot.com

Risk Management
Reviewer: JR
Rm#: 15-17-0243
EIGHTH AMENDMENT TO LEASE


All capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Lease. Landlord and Tenant do hereby agree to modify the terms and conditions of the Lease in the following manner:

1. TERM: The Lease Term shall be extended to twenty-two (22) months to June 30, 2016.

2. RENT: Base Monthly Rent for twenty-two (22) months of the renewal term shall be
   
   Months 1-12 $7,028.00 (September 1, 2014 to August 31, 2015)
   Months 13-22 $7,153.00 (September 1, 2015 to June 30, 2016)

   Unless you are notified to the contrary, common area maintenance ("CAM") shall remain at its current level of $460.00 per month. Such CAM amount shall be due and payable in addition to the Base Monthly Rent as stated above.

3. FORM OF SIGNATURES, COUNTERPARTS: Faxed or scanned signatures on this Amendment are acceptable, but the parties ultimately should exchange original signatures. Failure to exchange original signatures shall not invalidate this Amendment. This Amendment may be signed in counterparts, each of which is an original, but all of which taken together shall constitute one (1) executed original.

4. RENEWAL OPTION: No sooner than 6 months prior to lease termination Tenant has the option to request from Landlord in writing for Landlord to use it's best efforts to inform the Tenant whether or not Landlord intends to offer tenant a Lease renewal upon expiration of current lease.

5. OTHER TERMS: Except as expressly modified herein, all remaining terms and conditions of the Lease shall remain the same.

AGREED AND APPROVED

W. LESLIE PELIO

AGREED AND APPROVED

SANTA CLARA COUNTY
SUPERINTENDENT OF SCHOOLS

BY: ___________________________
Name: _________________________
ITS: SUPERINTENDENT

DATE: 10/7/14

DATE: _________________________