December 10, 2014

TO: Santa Clara County Board of Education

FROM: Micaela Ochoa
Chief Business Officer

Craig Wilde
Director, General Services

VIA: Jon R. Gundry
County Superintendent of Schools

SUBJECT: Request Approval for the 2014-15 Migrant Education Real Estate Lease

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.
<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>Migrant Education</td>
<td>Edenvale Roundtable</td>
<td>285 Azucar Avenue, San Jose, CA 95111</td>
<td>1,960</td>
<td>$5,000</td>
<td>11-01-14</td>
<td>09-30-15</td>
</tr>
<tr>
<td>Community Association</td>
<td>Office &amp; Meeting Area</td>
<td></td>
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</tbody>
</table>

* Lease Attached
LEASE AGREEMENT BETWEEN
Edenvale Roundtable Community Association
AND THE SANTA CLARA COUNTY OFFICE OF EDUCATION
TO PROVIDE RELOCATABLE / CLASSROOM FACILITIES

This is an agreement between the Edenvale Roundtable Community Association (Lessor) and the Santa Clara County Office of Education, Migrant Education, Region 1 (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 on the terms, covenants, and conditions hereinafter set forth those certain portable premises described as:

   Edenvale Roundtable Community Association
   Neighborhood Center
   285 Azucar Avenue
   San Jose, Ca 95111

   Small office area with phone, internet access and limited storage space and additional shared locked storage area in the same facility. Also, large meeting area to be used during the year to provide small group instruction to Migrant students and/or for parent meetings for Migrant Education, Region I. Lessee will have access to use center during normal daytime hours of operation. Both Lessee and Lessor must show proper insurance verification.

2. **Term.** The term of this lease shall be for (11 months), commencing on **November 1, 2014** and terminating on **September 30, 2015**.

3. **Renewal and Termination.** This agreement may be extended or terminated according to the following:
   a. Six months prior to the end of the lease, the lessee may extend the lease for another term. Lessee shall notify the lessor requesting the extension; which Lessor shall not unreasonably withhold.
   b. Lessor may deny any and all lease extensions beyond the original one-year term if its Board of Education has adopted a resolution declaring the leased premises necessary for District education purposes.
   c. Lessor may require lessee to move to another location at that site or to another site.
   d. Lessee may terminate the lease by giving lessor six month, prior, written notification.

4. **Rent.** Quarterly payments upon presentation of invoice by lessor. Lessee shall pay lessor the sum of **five thousand dollars ($5000)** per year as rent for the use of the facilities, utilities, and custodial services.

5. **Billing.** Payments shall be made every two months in accordance with the Lessor’s standard billing procedures. Telephone use is included as described above in item #4 (Rent).

6. **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 at the school as the Lessee deems necessary for the use of the facilities.

7. **Repairs and Maintenance.** It is expressly understood that Lessee intends to use small office area as needed and use large meeting area as needed to serve migrant education students and/or parents. Meeting area and shared office area will be maintained in orderly fashion. Lessor shall, at its own expense, keep the facilities in good repair and maintain them in a condition suitable for the above purposes. If Lessor, after reasonable written demand therefore, fails to maintain the facilities in the above condition. Lessee may, at its option, make the necessary repairs themselves and deduct the expense from the rent owed to Lessor, or seek any appropriate remedy for breach of this agreement.

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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. Any alterations approved shall be at Lessee’s expense. At the termination of this lease any such alterations, changes or additions shall insure 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 room to its original condition, reasonable wear and tear excepted.

8. Utilities, Custodial Services. Lessor shall provide all water, electricity, light, heat and shall furnish custodial services; the cost of the same shall be included in the rental fee provided below. Custodial services shall include the general care and cleaning of office and meeting areas.

9. Damage to Premises. Lessee shall pay Lessor for the repair or replacement of any property of facilities of Lessor that may be lost, damaged, or stolen as a result of the use of Lessor’s premises, except for those losses which are a result of, or to the extent they are increased by, Lessor’s failure to keep the premises in good repair as provided in Repair and Maintenance. Lessee shall not be responsible for normal wear and tear to premises.

10. Mutual Indemnification. Lessor shall assume the defense of and indemnify and save harmless Lessee 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 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 the Lessee arising from the performance of this agreement.

11. Liability Insurance. During the entire term of this Agreement, and any extension thereof, Lessee shall, at its expense, obtain and keep in force a policy or policies of comprehensive general liability insurance providing a minimum combined single limit coverage of one million dollars ($1,000,000) for the defense of lawsuits and the payment of damages arising from Lessee’s operation, condition, use or occupancy of the premises. Such insurance shall be written on a per accident or per occurrence basis with respect to bodily injury, sickness or disease, and death to any person, and property loss, damage and destruction. Lessee agrees to furnish on request a certificate of insurance to Lessor providing evidence of the above liability insurance. The certificate of insurance shall contain a provision that Lessor shall be given written notice thirty (30) calendar days in advance of cancellation of any material change in this liability insurance policy.

12. 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.

13. 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: Edenvale Roundtable Community Association
Tami C. Moore
285 Azucar Avenue
San Jose, CA 95111

Lessee: Santa Clara County Office of Education
Veronica Ramos, Director III
1290 Ridder Park Drive
San Jose, CA 95131

14. Asbestos. The lessor certifies that it and the leased premises 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, lessor certifies that the leased premises have been inspected and re-inspected as required, and is or will be a part of the asbestos management plan of the lessor. Lessor will indemnify and hold harmless the lessee from all damages, penalties and consequences imposed upon it for any failure of the leased premises to comply with such provisions.
15. 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 the lessee from all damages, penalties, and consequences imposed upon it for any failure of the lessor to comply with such provisions.

Edenvale Roundtable Community Association

By: Tami C. Moore

Print: Tami C. Moore

Date: 11/4/14

SANTA CLARA COUNTY
SUPERINTENDENT OF SCHOOLS

By: [Signature]

Print: Mary Ann Dewan, Chief of Schools Officer

Date: [Blank]

By: [Signature]

Print: Veronica Ramos, Director

Date: Nov 5, 2014

Veronica Ramos, [Signature] 10/24/14

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