

**LEASE AND CARETAKER AGREEMENT BETWEEN  
THE CITY OF CUPERTINO  
AND  
THE SANTA CLARA VALLEY AUDUBON SOCIETY  
FOR THE McCLELLAN RANCH HOUSE**

This Lease and Caretaker Agreement ("AGREEMENT"), is entered into this 24th day of June 2015, by and between the City of Cupertino ("CITY") and the Santa Clara Valley Audubon Society, a California corporation ("LESSEE").

**RECITALS**

A. City is the owner of certain real property commonly known as the "McClellan Ranch House" located 22221 McClellan Road, McClellan Ranch Park, City of Cupertino, County of Santa Clara, State of California (the "Property").

B. Lessee is a 501(c)(3) nonprofit organization that offers educational and informational programs to the community that promote the goal of preserving, enjoying, restoring and fostering public awareness of native birds and their ecosystems.

B. City and Lessee desire to enter into an agreement to lease a portion of the Property that includes two offices within the ranch house totaling of 738 square feet, together with the non-exclusive use of hallways, restrooms, and outside parking facilities (the "Premises").

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained in this Agreement and for other good and valuable consideration, the parties hereby agree as follows

1. PURPOSE OF LEASE.

LESSEE and CITY are entering into this Lease and Caretaker Agreement with two goals: enhancing the quality of environmental programs for City's community, and providing a natural area for the conduct of some of LESSEE's ongoing activities. As such, both the CITY and LESSEE, agree to work together throughout the term of this AGREEMENT to develop a program of activities mutually beneficial to CITY and LESSEE.

2. DESCRIPTION OF PROPERTY TO BE LEASED.

City leases to Lessee and Lessee leases from City a portion of the property located at 22221 McClellan Road, Cupertino, California, (the "Property"), consisting of 588 square feet within the ranch house, which includes the 308 square foot front office, the 180 square foot middle office, the 100 square foot office adjacent to the kitchen within, and 150 square foot storage in the basement together with the non-exclusive use of hallways, restrooms, and outside parking facilities (the "Premises").

3. LEASE TERM.

a. Initial Term. The term of this Lease shall be for a period of one (1) year commencing on July 1, 2015 ("Commencement Date") and ending June 30, 2016.

b. Option to Renew. Upon mutual agreement of City and Lessee, the initial term of this Lease may be extended for up to one year, on the same terms, covenants, and conditions of this Lease, except for the Rent, which shall increase by three percent (3%) during the period of the extended term. To exercise the Option to renew, Lessee must give written notice (the "Option Notice") of its interest in extending the term to the City at least two (2) months but not more than three (3) months before the expiration of the initial term, and Lessee must not be in default under this lease, either on the date of the Option Notice or at the time the extension period commences. City shall review the Option Notice and approve or deny the request prior to expiration of the Initial Term. If the City denies the request this Lease shall expire at the end of the initial term. Lessee shall have no other rights to extend the term beyond the Extension Period.

4. RENT.

In consideration for the lease of the Premises, Lessee shall pay City as follows:

a. Rent. Lessee shall pay monthly rent to the City, without deduction or setoff, based upon the rate of one dollar (\$1.00) per square foot per month, for a total of seven hundred and thirty-eight dollars (\$738.00). Rent shall be payable in on or before the first (1st) day of each calendar month without notice or demand of any kind by City. In addition to providing services in Exhibit B. All payments shall be submitted to City of Cupertino, Attn: Director of Finance, 10300 Torre Avenue, Cupertino, CA 95014.

b. Late Charges. In the event that any installment of rent or any other sum due by Lessee is not received by City within ten (10) days after the due date, rent is deemed late and delinquent and a late charge equal to \$20.00 plus interest at the rate of 10% per annum of the overdue amount shall be assessed as additional rent. LESSEE further agrees to pay \$20.00 for each dishonored bank check.

5. HOLDING OVER.

If Lessee remains in possession of the Property with City's consent after the expiration of the term of this lease, such possession by City shall be construed to be a tenancy from month to month, terminable upon thirty (30) days written notice given at any time by either party. The same terms and conditions contained in this Lease shall apply to any month-to-month tenancy, provided that the monthly base rent shall be one and one-half times the monthly rent payable immediately preceding the termination date of this Lease.

6. SECURITY DEPOSIT.

A security deposit of \$205.00, not applicable toward the last month's rent payment, has been paid by the LESSEE.

7. UTILITIES.

CITY shall be responsible for the payment of all utility bills applicable to the PREMISES, including water, electrical services, garbage and janitorial services for said PREMISES. LESSEE

shall be responsible for its own telephone, internet and similar service and shall provide for its own office equipment and furnishings.

8. TAXES.

LESSEE shall be responsible for payment of any and all possessory interest property taxes.

9. LESSEE'S USE OF THE PROPERTY.

a. Allowed and Required Uses. Lessee shall continuously use and occupy the Premises as office space for running educational and informational programs to the community that promote the goal of preserving, enjoying, restoring and fostering public awareness of native birds and their ecosystems as set forth in Exhibit B. Lessee shall not use the property for any other purpose without the written consent of City, which consent may be withheld in City's sole and absolute discretion. Lessee, at Lessee's sole cost and expense, shall comply with all applicable municipal, state and federal statutes, ordinances, rules and regulations in effect during the term of this Lease regulating the use by Lessee of the Premises. The Lessee's use of the premises is subject to the following restrictions and requirements:

1. Hours of Operation. LESSEE shall maintain an office facility during normal hours of operation. LESSEE shall determine its own hours of operation provided that said hours are between 8:00 a.m. and 10:00 p.m.

2. Security. LESSEE shall be responsible for securing the facility and setting of the burglar alarm at the end of each day.

3. Common Areas. LESSEE may utilize the hallways and restrooms of the ranch house and the adjacent parking facilities without additional rent, provided, however, that if LESSEE wishes to utilize other areas of McClellan Park for which CITY normally charges a user fee, LESSEE shall be responsible for payment of said fee. Common areas include conference room, hallways, kitchen and restrooms. CITY shall be entitled to utilize all common areas for program activities upon giving LESSEE one (1) days advance written notice.

4. Parking. CITY retains the right to designate exclusive parking for LESSEE, or any other user or Lessee of the PREMISES, in the event that City, in its sole discretion, determines that the parking lot is over-utilized. It is estimated that LESSEE's need for parking shall not exceed 12 spaces. Lessee understands and agrees that Lessee's use of the parking area includes the right to use that Area jointly with the City, and acknowledges that Lessee does not have exclusive use of the Area. City shall not be liable in any manner for any inconvenience, disturbance, or other damage arising out of the shared use of the parking lot for parking or any other City use.

5. Animals. No animals shall reside in or on the PREMISES without prior written consent of the CITY.

b. Caretaker Responsibilities. Lessee shall complete the following caretaker responsibilities:

1. Ensure that Lessee's employees who regularly operate at the PREMISES obtain training from the CITY's Naturalist and become familiar with the McClellan Park Rules and Title 13 of the Cupertino Municipal Code, attached and incorporated as Exhibit A, which governs the use of City's parks and buildings.

2. Report to CITY's code enforcement any violations of the above referenced regulations found by LESSEE.

3. Notify the CITY's Recreation and Community Services office prior to any absence from the PREMISES for any extended period of time beyond two weeks.

4. Promptly report incidents, such as park misuse and vandalism, and any emergencies, such as burglaries, to the McClellan Ranch Staff, or if the Staff is unavailable, to the County Sheriff. In the event the Sheriff's office is involved, report the incident to the Director of Recreation and Community Services. (CITY shall furnish LESSEE with a list of contact numbers prior to occupancy of the Premises.)

c. Prohibited Uses. Lessee shall not use nor permit the use of the Property in any manner that will tend to create waste or nuisance or disturb other Lessees and members of the public. No use shall be made or permitted to be made of said Property, nor acts done, which will increase the existing rate of insurance upon the building in which the Property may be located once said rate is established or cause a cancellation of any insurance policy covering said building or any part thereof, nor shall Lessee sell or permit to be kept, used or sold in or about the Property, any article which may be prohibited by a standard form of fire insurance policies. Lessee shall, at his sole cost, comply with any and all requirements, pertaining to the use of the Property, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.

#### 10. MAINTENANCE, ALTERATIONS AND FIXTURES.

a. Alterations by Lessee. Lessee shall not paint, paper, or make any other alterations of the Property, or any part thereof, without the prior written consent of City. Any additions to, or alterations of, the Property, except movable furniture and equipment, shall become at once a part of the realty and belong to City. Any such alterations shall be in conformance with the requirements of all municipal, state and federal authorities. All fixtures that Lessee attaches to the Property shall become at once a part of the realty and belong to City on expiration or sooner termination of this Lease.

b. Alterations by City. City has the right, in its sole discretion to modify, reconfigure and renovate the Property at any time. The CITY shall provide signage as it deems appropriate designating the Premises and organizations utilizing the Property.

c. Repairs. Except for damage caused by any negligent or intentional act or omission of Lessee, Lessee's agents, employees, or invitees in which event Lessee shall repair the

damage, City, at City's expense, shall keep in good order, condition and repair the foundations, exterior walls and the exterior roof of the Property, including all plumbing and electrical equipment located between the exterior and interior walls of the Property. City shall not, however, be obligated to maintain the interior walls, ceilings, windows, doors or plate glass. City shall have no obligation to make repairs under this Section until a reasonable time after receipt of written notice from Lessee of the need for such repairs. Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at City's expense or to terminate this Lease because of City's failure to keep the Property in good order, condition and repair.

d. Lessee's Maintenance Obligations. Other than those obligations of the City described in this section, Lessee, at Lessee's expense, shall keep in good order, condition and repair the Property and every part thereof including, without limiting the generality of the foregoing, all plumbing, electrical and lighting facilities, and equipment within the Property, interior walls, ceilings, windows, doors, and glass, located within the Property. LESSEE shall be responsible for damages caused by the negligence of its employees, invitees or guests.

e. Failure to perform Lessee's Obligations. If Lessee fails to perform Lessee's obligations under this Section or under any other section of this Lease, City may at City's option enter upon the Premises after ten (10) days' prior written notice to Lessee (except in case of emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf and put the Property in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to City together with Lessee's next rental installment.

11. CONDITION OF PROPERTY; SURRENDER.

a. Lessee accepts the Property and the leased fixtures and equipment as being in good and sanitary order, condition and repair, and agrees to surrender the Property in as good condition as received, except for normal wear and tear, clean and free of debris. Lessee further agrees to remove all of Lessee's property that is not a fixture of or permanent attachment to the Property, or that is owned and was installed by Lessee during the term of this Lease. Lessee shall repair any damage to the Premises occasioned by the installation or removal of its furnishings and equipment.

b. If upon expiration or termination of this Lease, Lessee fails to remove any personal property belonging to Lessee from the premises, such property shall at City's option at any time after thirty (30) days from the date of expiration or termination be deemed to have been transferred to City, and City shall have the right to remove and dispose of such property without liability to Lessee.

12. ABANDONMENT OF PERSONAL PROPERTY.

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease; and if Lessee shall abandon, vacate or surrender the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of City.

13. ENTRY AND INSPECTION.

The City and its authorized representatives shall have the right to enter the Property at all reasonable times with reasonable notice for any of the following purposes: (1) to inspect the Property and determine whether the Property is in good condition and whether Lessee is complying with its obligations under this Lease; (2) to do any acts that may be necessary to protect City's interest in the Property; or (3) to perform any of City's duties under this lease, including making any necessary or agreed on repairs or alterations. Such acts by City may include the erection and maintenance of scaffolding, canopy, fences and similar props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs. City shall be permitted to do any of the above without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. Further, the City retains the right to enter upon and show the Property to persons considering purchase, rental or lease of the Property and to display the usual notices and signs, "For Sale," "For Lease," or "For Let," upon the Property for sixty (60) days prior to the expiration of the Lease term. Such signs shall be allowed without diminution of rent or hindrance by Lessee. City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage resulting from the acts or omissions of City or its authorized representatives.

14. INSURANCE.

a. Lessee shall, at its own expense, maintain in full force and effect during the term of this Lease, and during any hold-over, the following insurance in amounts not less than the amounts specified, and issued by an insurance company admitted in California and having a Best Guide Rating of A- Class VII or better:

1. Comprehensive public liability, including provisions for personal injury and Property damage coverages, in an amount not less than One Million (\$1,000,000) Dollars for any one person injured or killed, not less than Two Million (\$2,000,000) Dollars for any one accident or occurrence, and not less than Two Hundred Thousand (\$200,000) Dollars Property damage for each accident or occurrence. The City, its officers and employees shall be named as additional insured in all of Lessees' insurance policies meeting the above stated requirements.

2. Statutory workers compensation insurance and employer's liability insurance for all of Lessee's employees; and

3. Statutory fire insurance on the Property.

b. Lessee shall furnish to the City Certificates of Insurance evidencing the insurance coverages set forth above, the name and policy number of each carrier and policy, and that the insurance is in force and will not be cancelled or modified without thirty (30) days written notice to the City. If Lessee does not maintain the above-required insurance, the City may, at its option, pay for the necessary insurance, and the repayment thereof shall be added to any subsequent installment of rent, and shall be collectible, as additional rent in the same manner, and with the same remedies as if it had been originally reserved. Based on the fact that the City retains sole occupancy and control of that certain portion of the Property designated as a gift shop,

appropriate exclusionary endorsements may be provided to remove said designated area from the insurance maintained by Lessee.

15. INDEMNIFICATION.

Lessee hereby expressly waives all claims against the City for damages to goods, furniture and equipment in, upon or about the Premises, and for injuries to Lessee's employees, guests, or invitees, or to any property in, upon or about the Premises, from any cause arising at any time during the Lease term. Lessee shall indemnify, defend and hold the City, its officers, agents, employees and volunteers harmless, from and against (1) any and all claims of liability, loss or expenses in connection with any claim, demand or action asserted against the City, for any damage to property or injury or death to any person occurring in or about the Premises, or related to the use of the Property by Lessee or Lessee's guests or invitees; (2) any and all claims of liability, loss or expenses in connection with any claim, demand or action asserted against the City, arising out of Lessee's failure to perform any provision of this lease or Lessee's failure to keep the Premises in good condition and repair, or any act or omission by Lessee, its agents, contractors, invitees, or employees; and (3) all damages, liability, fines, penalties, loss, expenses or injury and any other consequences arising from Lessee's use and occupation of the Property, including, but not limited to, any claim, liability, loss, or damage arising by reason of death or injury of any person, the damage to or destruction of any property of any person, and any work performed on the Property or materials furnished to the Property at the instance or request of Lessee or its agents or employees, unless such damage is the proximate result of negligence or unlawful conduct of CITY its agents or employees.

16. PROPERTY UNINHABITABLE; REMEDY.

If the Property is wholly or partially destroyed by fire, earthquake or any other cause whatsoever, renting the Property totally or partially inaccessible or unusable, or if the Property is injured by any cause which necessitates an expenditure of more than forty (40%) percent of its fair market value to repair and restore it, or if more than forty percent (40%) of the floor area, measured in square feet, is destroyed, the City may, at its option, elect to terminate this Lease by giving notice to Lessee within sixty (60) days from the date of the destruction or injury. If the City does not terminate the Lease, Lessee's rent shall be abated, from the date of destruction until restoration is completed, in an amount proportionate to the extent to which destruction interferes with Lessee's use of the premises. In no event shall City be under an obligation or duty to restore the Property. If the City elects to restore the Property, it shall proceed with reasonable diligence, but shall not be liable for any delay, other than an abatement of rent during the time that the Property remains uninhabitable. The words "restore" and "restoration", shall not include or apply to any fixture, equipment or additions of any kind, or any Property whatever placed in or upon the Property by Lessee or anyone acting on their behalf. In making restorations, the City may use similar and/or changed workmanship and/or architecture. Immediately upon completion of repairs, the full amount of rent hereunder reserved shall be due and payable. For the purposes of this Lease, the Property shall be deemed "uninhabitable" if it cannot be used as an office facility or if any public agency deems it unsafe or unhealthy for human habitation or use as an office facility.

If the City does not elect to terminate the Lease, and does not commence restoration of the Property within one hundred twenty (120) days from the date of destruction or injury, Lessee may, at its option, terminate this Lease upon written notice to the City.

17. EMINENT DOMAIN.

a. Total Condemnation. In the event of a total condemnation of the Property during the Lease term, this Lease shall terminate as of the date actual physical possession of the Property is taken by the condemnor. All compensation and damages awarded for such total condemnation shall belong to, and be the sole Property of the City, and Lessee shall have no claim thereto, and hereby irrevocably assign and transfer to the City any right to compensation or damages they may become entitled, provided however, the Lessee shall be entitled to receive any award that may be made for the taking of or damage to Lessee's trade fixtures and any improvements made by Lessee to the Property which Lessee would have had, but for the condemnation, the right to remove upon expiration or termination of this Lease.

b. Rent Due on Total Condemnation. On termination of this Lease by a total condemnation of the Property, all rent and other charges payable by Lessee to or on behalf of the City pursuant to this Lease shall be paid up to the date on which actual physical possession of the Property is taken by the condemnor, and the parties hereto shall thereafter be released from all further liability under this Lease.

c. Partial Condemnation. In the event of a partial condemnation of the Property during the Lease term, this Lease shall terminate as to the portion of the Property so taken on the date when actual physical possession of said portion is taken by the condemnor; and the parties hereto shall each have the option to terminate this Lease by giving written notice to the other, within thirty (30) days after actual physical possession of said portion is taken by the condemnor. If neither party terminates this Lease as herein provided, then this Lease shall continue in full force and effect as to the remainder of the Property not condemned; provided, however, that the rent payable by Lessee for the balance of the Lease term shall be abated in the ratio that the square footage of enclosed floor space of the Property bears to the total floor space of the Property upon such condemnation. Upon partial condemnation, all compensation and damages awarded for such condemnation shall belong to and be the sole Property of the City; and Lessee shall have no claim thereto and hereby irrevocably assign and transfer any right they may have had to share in the award to the City; provided, however, that Lessee shall be entitled to receive any, award made for the taking of, or damage to, Lessees' trade fixtures and any improvements made by Lessee to the Property which Lessee would have had, but for the condemnation, the right to remove upon expiration or termination of this Lease.

d. Rent on Partial Condemnation. Upon termination of this Lease in part, as herein provided, all rent and other charges payable by Lessee to or on behalf of the City pursuant to this Lease, shall be paid up to the date on which actual physical possession is taken by the condemnor of that part of the Property being condemned; and Lessee shall thereafter be liable only for that portion of rent required for the balance of the Lease term as herein provided.

18. DEFAULT.



a. The occurrence of any of the following shall constitute a default by Lessee:

1. Failure to pay rent when due, if the failure continues for ten (10) days after the due date.

2. Abandonment and vacation of the premises (failure to occupy and operate the premises for twenty (20) consecutive days unless excused by the City shall be deemed an abandonment and vacation).

3. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee the same is dismissed within sixty (60) days); the apportionment of a trustee or receiver to take possession of substantially all of Lessee's assets, where possession is not restored to Lessee within forty-five (45) days; or the attachment, execution, or other judicial seizure of substantially all of Lessee's assets, where such seizure is not discharged within thirty (30) days.

4. Failure to perform any other provision of this Lease if the failure to perform is not cured within fifteen (15) days or the time stated in City's notice to Lessee. If the default cannot reasonably be cured within the period specified in the notice, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the period and diligently and in good faith continues to cure the default.

b. Notices given under this section shall specify the alleged default and the applicable Lease provisions, and shall demand that Lessee perform the provision of this lease or pay the rent or other payment that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless City so elects in the notice.

#### 19. CITY'S REMEDIES IN THE EVENT OF DEFAULT.

City shall have the following remedies if Lessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

a. Lessee's Right to Possession Not Terminated. City can continue this lease in full force and effect, and the lease will continue in effect as long as City does not terminate Lessee's right to possession, and Lessee shall have the right to collect rent when due. During the period Lessee is in default, City can enter the Property and relet it, or any part of it, to third parties for Lessee's account. Reletting can be for a period shorter or longer than the remaining term of this Lease. Lessee shall pay to City the rent due under this lease on the dates the rent is due, less the rent City receives from any reletting. No act by City allowed by this paragraph shall terminate the Lease unless City notifies Lessee that City elects to terminate the Lease. After Lessee's default and for so long as City does not terminate Lessee's right to possession of the Property, Lessee shall have the right to assign or sublet its interest in this Lease if Lessee obtains City's consent, but Lessee shall not be released from liability.

If City elects to relet the Property as provided in this section, rent that City receives shall be applied to the payment of: First, any indebtedness from Lessee to City other than rent due from Lessee; second, all costs, including maintenance costs, incurred by City in reletting; third, rent due and unpaid under this lease. After deducting the payments referred to in this paragraph, any sum remaining from the rent City receives for reletting shall be held by City and applied in payment of future rent as rent becomes due under this lease. In no event shall Lessee be entitled to any excess rent received by City. If, on the date the rent is due under this lease, the rent received from the reletting is less than the rent due on that date, Lessee shall pay to City, in addition to the remaining rent due, all costs, including for maintenance, City incurred in reletting that remain after applying the rent received from the reletting as provided in this paragraph.

b. Termination of Lessee's right to possession. City can terminate Lessee's right to possession of the Property at any time. No act by City other than giving notice to Lessee shall terminate this lease. Acts of maintenance, efforts to relet the Property, or the appointment of a receiver on City's initiative to protect City's interest under this Lease shall not constitute a termination of Lessee's right to possession. On termination, City has the right to recover the following from Lessee:

1. the worth, at the time of award, of the unpaid rent that had been earned at the time of termination of this lease;

2. the worth, at the time of award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of loss of rent that Lessee proves could have reasonably been avoided;

3. the worth, at the time of award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could have reasonably been avoided; and

4. any other amount, and court costs necessary to compensate City for all detriment proximately caused by Lessee's default.

c. Appointment of Receiver. If Lessee is in default of this Lease City shall have the right to have a receiver appointed to collect rent and conduct Lessee's business. Neither the filing of a petition for appointment of a receiver nor the appointment itself shall constitute and election by City to terminate this Lease, nor shall such petition or appointment as initiated by City be construed as default of this lease by Lessee.

d. City's Right to Cure. City, at any time after Lessee commits a default, can cure the default at Lessee's cost. If City at any time, by reason of Lessee's default, pays any sum or does any act that requires payment of any sum, the sum paid by City shall be due immediately from Lessee at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by City until Lessee reimburses City. The sum, together with all interest on it, shall be the additional rent

20. ASSIGNMENT AND SUBLETTING.

Lessee shall not, without City's prior written consent, which consent may be withheld in City's sole and absolute discretion, sublet the Premises or any part thereof or assign this Lease.

21. RETURN OF KEYS.

Upon termination of this AGREEMENT, the keys to the PREMISES, including all duplicated sets, are to be hand delivered to CITY's Director of Recreation and Community Services or an authorized representative.

22. NONDISCRIMINATION.

Lessee shall not discriminate against any person or employee because of race, color, religion, ancestry, age, sex, national origin, disability, sexual preference, housing status, marital status, familial status, or other protected classifications. If Lessee is found to be in violation of the State of California Fair Employment and Housing Act or any similar provision of state or federal law in the conduct of Lessee's activities under this Lease, it shall be found in default under this Lease and such default shall constitute a material breach of the Lease, entitling the City to all available remedies in this Lease or by law.

23. BINDING EFFECT.

The provisions of this Lease shall, subject to Section 20 on assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

24. NOTICES.

All notices must be in writing and shall be delivered by hand, by nationally recognized overnight express delivery service or by U.S. registered or certified mail, to the addresses set forth below:

LESSEE: Santa Clara Audubon Society  
Attention: Jeanne, Interim Executive Director  
22221 McClellan Road  
Cupertino, CA 95014

CITY: City of Cupertino  
Attn: Director of Recreation and Community Services  
10300 Torre Avenue  
Cupertino, CA 95014

25. GENERAL PROVISIONS.

a. Entire Agreement. This document comprises the entire and integrated agreement of the parties concerning the lease of the Property and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this document shall be effective only if in writing and signed by the City and Lessee.

b. Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Lease, the prevailing party shall be awarded attorneys' fees and costs incurred by such party in the action. Service mailed to the address of Lessees set forth herein shall be adequate service for such litigation. If City is involuntarily made a party defendant to any litigation concerning this Lease or the Premises by reason of any act or omission of Lessee, then, Lessee shall hold harmless City from all liabilities by reason thereof, including reasonable attorneys' fees and all costs incurred by City in such litigation. City shall be entitled to recover all collection costs including reasonable attorney's fees incurred by it as a result of Lessee's default as herein provided.

c. Severability. If any term, provision, covenant or condition of this Lease is held by a court to be invalid, void or unenforceable, the rest of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

d. Time. Time is of the essence of this Lease.

e. Waiver. No delay or failure to exercise any right or remedy of City on any default by Lessee shall impair such a right or remedy or be construed as a waiver. Additionally, the subsequent receipt and acceptance of rent by the City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent. Any waiver by City of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

f. Remedies Cumulative. The remedies provided herein shall be cumulative, therefore, the exercise of any one remedy shall not be to the exclusion of any other remedy.

g. Binding on Heirs; Joint and Several Liability. All of the terms, covenants and conditions of this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto; and the parties hereto shall be jointly and severally liable hereunder.

h. Governing law. The laws of the state of California shall govern this Lease. In the event any legal action is commenced regarding this Lease, venue shall be in Santa Clara County.

i. Recordation. Neither Lessee nor City shall record this Lease.

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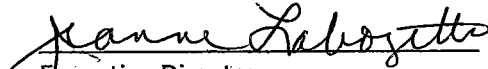
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j. Authority. The individuals signing this Lease on behalf of the Parties have the authority to sign on behalf of their respective entities.

In Witness Whereof, the Parties have executed this AGREEMENT.

LESSEE  
Santa Clara Valley Audubon Society

  
Executive Director

CITY  
City of Cupertino

  
City Manager

ATTEST:

  
City Clerk  
7-13-15

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachments  
Exhibit A  
Cupertino Municipal Code Title 13  
Exhibit B  
Scope of Services to Community

## Cupertino, CA Municipal Code

**CHAPTER 13.04: PARKS****Section**

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### **13.04.010 Purpose.**

The purpose of this chapter is to regulate the use of the parks and recreation buildings of the City in order that all persons may enjoy and make use of such parks and buildings and to protect the rights of those in the surrounding areas.

(Ord. 531, § 1, 1972)

### **13.04.020 Definitions.**

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Buildings" includes those buildings, or any portion thereof, under the supervision of the parks and recreation department made available to exclusive use permittees.
- B. "City" means the City of Cupertino.
- C. "City Manager" means the City Manager of the City of Cupertino.
- D. "Park" means a park, reservation, playground, swimming pool, recreation center or any other area in the City, owned or used by the City or county and devoted to active or passive recreations.
- E. "Permit" means a permit for exclusive use of parks or buildings as provided for and defined in this chapter.
- F. "Persons" include persons, associations, partnerships, firms and corporations, or any company organization of any kind.
- G. "Sound amplifying equipment" means any machine or device for the amplification of the human voice, music, or any other sound. "Sound amplifying equipment" does not include standard automobile radios when used and heard only by the occupants of the vehicle in which the automobile radio is installed. "Sound amplifying equipment," as used in this section, does not include warning devices on authorized emergency vehicles or horns or other warning devices of any vehicle used only for traffic safety purposes.
- H. "Vehicle" means any wheeled conveyance, whether motor-powered, animal-drawn, or self-propelled. The term includes any trailer in tow of any size, kind or description. Exception is made for baby carriages,

wheelchairs, and vehicles in the service of the City parks.

I. "Nature and/or rural preserve" means a park so designated by the City Council pursuant to Section 13.04.201.

(Ord. 710, (part), 1975; Ord. 531, § 2, 1972)

### **13.04.030 Compliance Required.**

No person shall enter, be, or remain in any park or building of the City unless he complies with all of the regulations set forth in this chapter applicable to such park or building.

(Ord. 531, § 3, 1972)

### **13.04.040 Park and/or Building Permit-Required.**

The City's parks and/or buildings shall be made available for the exclusive use of persons and groups subject to the issuance of a permit by the City Manager. No exclusive use of any park and/or buildings for pre-advertised assemblies or groups may be made without the issuance of a permit therefor. All applications for exclusive use must be signed or cosigned by an adult, which adult shall agree to be responsible for said exclusive use. No exclusive use permit will be granted if, prior to the time the application was filed, the City has scheduled a City-sponsored event at the same time and place as the activity proposed in the application, if the requested time and place has been pre-empted by a previously issued permit, or if cause for denial is found to exist.

(Ord. 531, § 4, 1972)

### **13.04.050 Park and/or Building Permit-Application.**

Any person applying for a permit hereunder shall file an application for such permit with the City Manager not less than fourteen days nor more than sixty days prior to the proposed use of said park and/or building. The City Manager, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than fourteen days before the date such proposed activity is to be conducted.

(Ord. 531, § 5, 1972)

### **13.04.060 Park and/or Building Permit-Contents.**

The application shall contain the following:

- A. Name of the applicant, the sponsoring organization, and the name of the person in charge of the proposed activity;
- B. The addresses and telephone numbers of those named in subsection A. above;
- C. The park and/or building, or room being applied for,
- D. The starting time of the proposed activity;



- E. The finishing time of the proposed activity;
- F. The number of persons expected;
- G. Additional City facilities requested, such as personnel, tables, chairs, etc.;
- H. The nature of the proposed activity or activities including equipment and vehicles to be brought into the park, nature and duration of the use of any amplified sound, whether speech or music;
- I. The form of application shall be provided or prescribed by the parks and recreation department.

(Ord. 531, § 6, 1972)

### **13.04.070 Park And/or Building Permit—Granting or Denial.**

- A. The City Manager shall grant or deny such application on or before four days after the filing of the application unless the time for such granting or denial of the permit has been waived by the applicant in writing. The decision granting or denying said application shall be mailed to the applicant.
- B. The City Manager, in granting the application, may impose reasonable requirements and conditions concerning the use of the park or building by the applicant.
- C. The City Manager shall grant the application when the application contains information showing that the number of persons expected at the activity complies with the occupancy load of the building and upon granting such permit may impose reasonable requirements and conditions concerning the use of said building with respect to time and duration of use and number of persons allowed in the building.
- D. The City Manager may grant the application for a building other than that applied for with the consent of the applicant in the event that a permit has already been issued for said building or that the building does not meet the occupancy load requirements. In the event that more than one application is received for one park or building for use at the same time, the City Manager shall first act upon the application first received.
- E. The City Manager shall deny the application if he finds:
  - 1. That the proposed activity or use will unreasonably interfere, or detract from the promotion of the public health, welfare, safety and recreation;
  - 2. That the proposed activity or use is anticipated to incite violence, crime or disorderly conduct;
  - 3. That the proposed activity or use will entail unusual, extraordinary, or burdensome expense or police operation by the City;
  - 4. That the City has scheduled an activity at the same time and place as the activity proposed by the applicant;
  - 5. That the applicant reveals that the City has no park which will accommodate the activity by the applicant;

6. That the applicant refuses to agree in writing to comply with any and all conditions in the permit;

7. That the applicant fails to file a timely application, unless waived in writing by the City Manager.

F. All denials for applications for permits shall specify the grounds therefor.

(Ord. 531, § 7, 1972)

### **13.04.080 Park and/or Building Permit–Appeal.**

The applicant shall have the right to appeal the denial of a permit by the City Manager to the City Council. A notice of appeal shall be filed with the City Clerk within five days of the City Manager's mailing the notice of denial of the application for a permit. The City Council shall act upon the appeal at its next meeting following receipt of notice of appeal and its decision shall be final.

(Ord. 531, § 8, 1972)

### **13.04.090 Park and/or Building Permit–Fees and Deposit.**

Upon the granting of a permit under this chapter, any fees or deposits required for the use of City personnel, building, equipment, and facilities shall be contained in said permit and said fees or deposits shall be paid by the applicant within ten days of the receipt of said permit. If said fees or deposits are not paid within said ten days, then, in that event, the permit therefor issued shall be null and void:

A. Building fees and charges have been established and are regulated by the type of organization or individual usage proposed by the application and such fees are subject to change as required by personnel or City costs;

B. Building deposit fees are refundable upon to incite violence, crime or disorderly conduct; approval of the City Manager, providing no damage arises from the applicant's usage.

(Ord. 531, § 9, 1972)

### **13.04.100 Park and/or Building Permit–Liability.**

Persons to whom an exclusive use permit has been granted must agree in writing to hold the City harmless and indemnify the City from any and all liability for injury to persons or property occurring as a result of the activity sponsored by the permittee and said person shall be liable to the City for any and all damage to parks, facilities, and buildings owned by the City, which results from the activity of permittee or is caused by any participant in said activity.

(Ord. 531 § 10,1972)

### **13.04.110 Park and/or building permit–Revocation.**

The City Manager shall have the authority to refuse a permit upon a finding that any use or activity is in violation of the provisions of this chapter, or any other ordinance of the City, or of any rule promulgated

hereunder, or upon good cause shown.

(Ord. 531, § 11, 1972)

### **13.04.120 Use of Park Property.**

No person in a park shall do any of the following:

A. Wilfully mark, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables, benches, fireplaces, railing, paving or paving material, water lines or other public utilities or parts or appurtenances whatsoever, either real or personal;

B. Litter, soil or defile restrooms. No person over the age of six years shall use restrooms and washrooms designed for the opposite sex;

C. Dig or remove any soil, rock, stones, trees, shrubs or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency. It is unlawful to gather firewood or to collect within the park any type of plant material for the purpose of building a campfire;

D. Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon or across such lands, except on special written permit issued under this chapter;

E. Go upon any lawn or grass plot, where prohibited by the parks and recreation department, and where such prohibition is indicated by proper and legible signs;

F. Damage, cut, carve, transplant or remove any tree or plant, or injure the bark, or pick the flowers or seeds of any tree or plant. Nor shall any person attach any rope, wire, or other contrivance to any tree or plant. No person shall dig in, or otherwise disturb any grass area, or in any way injure or impair the natural beauty or usefulness of any areas;

G. Climb any tree or walk, stand or sit upon any monuments, vases, fountains, railing, fences, or upon any other property not designated or customarily used for such purposes;

H. Hunt, molest, harm, frighten, kill, trap, chase, tease, shoot or throw missiles at any animal, reptile, or bird; nor shall any person remove or have in his possession the young of any wild animal, or the eggs or nest or young of any reptile or bird. Exception to the foregoing is made in that snakes known to be deadly poisonous, such as rattlesnakes, or other deadly reptiles may be killed on sight;

I. Use any system for amplifying sounds, whether for speech or music or otherwise, unless an exclusive use permit is first secured.

(Ord. 531, § 12, 1972)

### **13.04.130 Behavior of Persons in Parks.**

No person in a park shall do any of the following:

- A. Bring to a park any alcoholic beverages, and no person may drink alcoholic beverages at any time in a park, except picknickers, who may bring to a park, and drink, beer or wine with their picnic meal, so long as they conduct themselves in an orderly manner;
- B. Enter or remain in a park while under the influence of intoxicating liquor or any drug;
- C. Have brought, or have in his possession, or set off, or otherwise cause to explode or discharge or burn, any firecrackers, torpedoes, rockets, or other fireworks or explosives of inflammable material, or discharge them or throw them into any such area from land or any highway adjacent thereto. This prohibition includes any substance, compound, mixture or article that, in conjunction with any other substance or compound would be dangerous from any of the foregoing standpoints;
- D. No person having the control or care of any dog, shall suffer or permit such dog to enter or remain in a park or sport field, unless posted for such use, and then only if it is led by a leash of suitable strength not more than six feet in length, unless it is permitted to be off-leash by the City as part of a City-authorized event or program; and the owner and the attendant shall be responsible for any damage caused, in any event, by such dog, even if on leash;
- E. Lead, ride, drive, keep or let loose any animal, reptile or fowl of any kind, without a permit to do so from the Director of parks and recreation;
- F. Make or kindle a fire for any purpose, except at places provided for such purpose, unless prior special permission be obtained therefor from the Director;
- G. Enter an area posted as "Closed to the Public," and no person shall use, or abet the use of, any area in violation of posted notices;
- H. Play or bet at or against any game which is played, conducted, dealt, or carried on for money, chips, shell, credit or any other representative of value, or maintain or exhibit any gambling table or other instrument of gambling or gaming, or play any game prohibited by any other ordinance of the City;
- I. Sleep, or protractedly lounge, on the seats, benches, or other areas, or engage in loud, boisterous, threatening, abusive, insulting, or indecent language, or engage in any disorderly conduct or behavior tending to a breach of the public peace;
- J. Use, carry, or possess firearms of any description, or air rifles, spring guns, bow and arrows, slings or any other forms of weapons potentially dangerous to wild life or to human safety. Shooting into park areas from beyond park boundaries is prohibited;
- K. Solicit alms or contributions for any purpose, whether public or private, without prior permission from the City Council;
- L. Use or allow the use of powered model airplanes except in areas so designated by the department of parks and recreation;
- M. Play or practice golf or use golf clubs in any area of the park not designated for such use;
- N. Indulge in riotous, boisterous, threatening or indecent conduct.

O. No person shall skate or rollerblade in a manner that causes damage to park amenities or threatens the safety or well being of park patrons. Skating or rollerblading is prohibited on raised surfaces where signed.

P. Feeding Waterfowl Prohibited. No person shall feed or in any manner intentionally provide food to any waterfowl (geese, ducks, or coots) in any City park.

(Ord. 13-2105, § 2, 2013; Ord. 12-2101, § 1 (part), 2013; Ord. 1945, 2004; Ord. 1886, (part), 2001; Ord. 531, § 13, 1972)

### **13.04.140 Sanitation Requirements.**

No person in a park shall do any of the following:

A. Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or any tributary, stream, storm sewer or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of such waters;

B. Dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, refuse or trash on the grounds thereof. Such items shall be placed in the proper receptacles where these are provided; and, where such receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

(Ord. 531, § 14, 1972)

### **13.04.150 Vehicle Requirements.**

No person in the park shall do any of the following:

A. Fail to comply with all applicable provisions of the Vehicle Code of the state in regard to equipment and operation of vehicles, together with such regulations as are contained in this chapter and any other ordinances of the City regulating traffic;

B. Fail to obey all traffic officers and park employees who are hereafter authorized and instructed to direct traffic in the parks in accordance with the provisions of this chapter and such supplementary regulations as may be issued by the Director;

C. Fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking and all other signs posted for proper control and to safeguard life and property;

D. Ride or drive a vehicle at a rate of speed exceeding fifteen miles an hour, except upon such roads as the City may designate by posted signs for speedier travel;

E. Drive any vehicle on any area except paved roads or parking areas, or such other areas as may be specifically designated as temporary parking areas by the department of parks and recreation;

F. Park a vehicle in other than an established or designated parking area, and such use shall be in accordance with the posted directions there, and with the instructions of any attendant who may be present;

- G. Ride a motorcycle, motor bike, or similar vehicle in any park, except where used to transport invalid persons;
- H. Ride a bicycle on other than a paved road or path. Notwithstanding the foregoing, no person may ride a bicycle on a paved road or path where such activity is prohibited by posted signage. A bicyclist may wheel or push a bicycle by hand over any grassy area, wooded trail, or over any other area in which bicycle riding is otherwise prohibited;
- I. Ride a bicycle other than on the righthand side of the road paving as close as conditions permit, and bicycles shall be kept in single file when two or more are operating as a group. Bicyclists shall at all times operate their machine with reasonable regard to the safety of others, signal all turns, pass to the left of any vehicle they are overtaking and pass to the right of any vehicles they may be meeting;
- J. Ride any other person on a bicycle, except where the bicycle is built for operation by more than one person;
- K. Leave a bicycle in a place other than a bicycle rack where a bicycle rack is provided and there is space available;
- L. Leave a bicycle lying on the ground or paving, or set against trees, or in any place or position where other persons may trip over or be injured by it.

(Ord. 2014, 2008; Ord. 531, § 15, 1972)

### **13.04.160 Swimming Restrictions.**

No person in a park shall swim, bathe, wade in or pollute the water of any fountain, pond, lake or stream, except that wading and swimming shall be permitted in pools specifically provided for these purposes, and so posted.

(Ord. 531, § 16, 1972)

### **13.04.170 Picnic Area Use Restrictions.**

No person in a park shall do any of the following:

- A. Picnic or lunch in a place other than one designated for that purpose. Attendants shall have the authority to regulate the activities in such areas, when necessary to prevent congestion and to secure the maximum use of the park facilities for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end. Individual fireplaces or tables and benches shall be used on the basis of "first come, first served";
- B. Use any portion of the picnic areas, or any of the park buildings or structures for the purpose of holding picnics, to the exclusion of other persons, and no person shall use such area and facilities for an unreasonable length of time if they are crowded;
- C. Leave a picnic area before a fire started or later used by him is completely extinguished.

(Ord. 531, § 17, 1972)

### **13.04.180 Advertising and Sale Restrictions.**

A. No person in a park shall, without prior permission from the City Council, do any of the following:

1. Expose or offer for sale any article or thing, nor shall he station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing;
2. Announce, advertise or call the public attention in any way to any article or service for sale or hire;
3. Paste, glue, tack or otherwise post any sign, placard, advertisement or inscription.

B. In addition, in order to insure the public safety, health and general welfare, no person shall expose or offer for sale any article or thing, nor shall he station or place any stand, cart or vehicle for the sale or display of any article or thing, on a public street, within five hundred feet in a straight line from the nearest boundary of any park.

(Ord. 1886, (part), 2001; Ord. 531, § 18, 1972)

### **13.04.190 Closing Hours—Prohibitions.**

No person in a park shall do any of the following:

A. Remain, stay or loiter in any public park, between the hours of ten p.m. and six a.m. of the following day, or as may otherwise be designated by minute order or resolution of the City Council. The opening and closing hours for each individual park shall be posted therein by the department of parks and recreation for public information;

B. Set up tents or other temporary shelter for the purpose of overnight camping, nor shall any person park or leave in a park, after closing hours, any vehicle or movable structure to be used, or that could be used, for such purposes, such as a horse trailer, camp trailer, pickup camper, or the like;

C. Park or leave in a park, after closing hours, any vehicle. Signs shall be posted at all park entrances to notify park visitors of the effects of paragraph C of this section.

(Ord. 754, § 1, 1976; Ord. 670, § 1, 1974; Ord. 531, § 19, 1972)

### **13.04.191 Towing of Vehicles Remaining after Closing Hours.**

Any vehicle or movable structure left in a park after closing hours may be towed away to a public garage at the owner's expense. Signs shall be posted at all park entrances to notify park visitors of the effects of this section.

(Ord. 752, § 1, 1976)

### **13.04.200 Closing Sections of Parks.**

Any section or part of a park may be declared closed to the public by the Director of parks and recreation at any time, and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), and either entirely or merely to certain uses, as the Director may reasonably find necessary.

(Ord. 531, § 20, 1972)

### **13.04.201 Nature and/or Rural Preserve.**

A. Any park characterized by such unique natural features that it is deemed a valuable and irreplaceable resource may be designated by the City Council either by ordinance or resolution as a nature and/or rural preserve, in which event it shall be used and treated in a manner consistent therewith.

B. Uses shall be limited to those which will maintain and protect the ecology of the area, conserve the natural features and scenic values, expand community awareness and understanding of natural history and the environment, and provide enjoyment of the resources present consistent with their preservation.

C. McClellan Ranch Park is designated a nature and rural preserve.

(Ord. 710, (part), 1975)

### **13.04.202 Regulations and Guidelines.**

The City Council shall by resolution adopt regulations controlling the use and guidelines pertaining to the development of any part designated as a nature and/or rural preserve. Any such regulations adopted by the City Council shall, where inconsistent therewith, take precedence over any general regulations contained in Chapter 13.04.

(Ord. 710, (part), 1975)

### **13.04.210 Lost Articles.**

The finding of lost articles in parks shall be reported to the department of parks and recreation or the park department personnel on duty.

(Ord. 531, § 21, 1972)

### **13.04.220 Administrative Authority.**

There is conferred upon the City Manager those powers and duties necessary for the administration of this chapter. In addition, there is also conferred upon the City Manager the authority and power to designate such City officers and employees as may be required to carry out the intent and purpose of this chapter.

(Ord. 531, § 22, 1972)

### **13.04.230 Enforcement Authority.**

The parks foreman, all park attendants and/or all peace officers authorized or directed by the City shall be



responsible for the enforcement of the provisions of the chapter and of any rule promulgated hereunder.

(Ord. 531, § 23, 1972)

### **13.04.240 Violation—Penalty.**

Any person who violates the provisions of this chapter shall be guilty of an infraction and upon conviction thereof shall be punished as provided in Chapter 1.12.

(Ord. 1179, § 2 (part), 1982; Ord. 531, § 25, 1972)

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## Exhibit B

The Santa Clara Valley Audubon Society takes part in collaborative programs with the City and other community partners to enhance the outdoor education for park users at McClellan Ranch Preserve. Below is a list of community benefits:

- The front office is open from 10:00 a.m. to 5:00 p.m. Mon-Friday and 10:00 am. to 2:00 p.m. on Saturdays. This includes the nature store. Although these are the official hours, there are many nature events after hours.
- At the nature store, there's printed information on the McClellan Ranch and often visitors to the Ranch drop in and ask for information on the Ranch and the Museum. The information includes a history of the ranch, a map, the Museum and wild life, including birds, that reside in the park.
- The nature store is open to all visitors, not only Audubon members.
- SCVAS provides internships to local college students and recent graduates. Many of the interns have been Cupertino residents.
- SCVAS has engaged volunteers in advocacy for keeping nature the focus of Stevens Creek Corridor
- SCVAS is currently working with Apple to make their new campus a bird friendly environment.
- The Education and Outreach Program offers a lot of opportunities for Cupertino residents:
  - Birding and gardening classes for adults (through out the year)
  - Nest Box monitoring during the spring/summer - supports local populations of birds, AND an education tool
  - Nest box building activities for Cupertino scouts and home school groups (as requested, throughout the year)
  - Summer camp for children
  - Winter and spring service projects for families (in partnership with the city and with Acterra) to clean up the preserve
  - Native Plant display garden - helps support habitat for local wildlife but also gives community members a chance to see what native gardening looks like/gives them ideas
  - Birding walks for schools, scout troops, families, etc. (i.e. anyone that asks...) - both at McClellan Ranch and by request at local parks
  - Free Community festival (Wildlife Education Day) - also participate in Cupertino festivals (e.g. Earth Day, Fall Festival, etc.). A LOT of Cupertino high school students participate in this event to get community service hours
  - Other community service hour projects for Cupertino middle and high school students
  - Schools programs (including bird walks, talks, presentations, field trips) for Cupertino Unified School District students
  - Birding and habitat presentations for Cupertino garden clubs, Cupertino library, and Cupertino Adult Day centers
  - Birding presentations for Cupertino after-school programs and scout troops
  - Holiday open house (open to the public) - and really, any of our membership meetings are open to the public.
  - Author talks, book-signings, etc. - open to the public. (we haven't done many of those since they started the construction, but we used to do at least one a year)
- Ongoing partnerships with City Naturalist and Acterra