

RESOLUTION NO. 8705

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AUTHORIZING EXECUTION OF TENANT AGREEMENT WITH CUPERTINO HISTORICAL SOCIETY AT QUINLAN COMMUNITY CENTER

WHEREAS, there has been presented to the City Council a tenant agreement between the City of Cupertino and the Cupertino Historical Society setting forth the terms and conditions for use of museum space at Quinlan Community Center; and

WHEREAS, said agreement has been reviewed and approved by the Director of Parks and Recreation and the City Attorney;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cupertino hereby approves the aforementioned tenant agreement and authorizes the City Manager and the City Clerk to execute said agreement on behalf of the City of Cupertino.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 6th day of July, 1992 by the following vote:

<u>Vote</u>	<u>Members of the City Council</u>
AYES:	Dean, Goldman, Szabo, Sorensen
NOES:	None
ABSENT:	Koppel
ABSTAIN:	None

ATTEST:

APPROVED:

/s/ Dorothy Cornelius
City Clerk

/s/ Lauralee Sorensen
Mayor, City of Cupertino

RESOLUTION NO. 9117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AUTHORIZING RENEWAL OF TENANT AGREEMENT FOR SPACE AT QUINLAN COMMUNITY CENTER BETWEEN THE CITY OF CUPERTINO AND THE CUPERTINO HISTORICAL SOCIETY

WHEREAS, there has been presented to the City Council a tenant agreement between the City of Cupertino and the Cupertino Historical Society providing for the lease of space at the Quinlan Community Center; and

WHEREAS, the terms, conditions and provisions of the agreement have been reviewed and approved by the City Attorney and the Director of Parks and Recreation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cupertino hereby approves the aforementioned tenant agreement and authorizes the Mayor and City Clerk to execute said agreement on behalf of the City of Cupertino.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of June, 1994 by the following vote:

<u>Vote</u>	<u>Members of the City Council</u>
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AYES:	Bautista, Burnett, Sorensen, Dean
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NOES:	None
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ABSENT:	Koppel
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ABSTAIN:	None
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ATTEST:

APPROVED:

/s/ Kim Marie Smith
City Clerk

/s/ Wally Dean
Mayor, City of Cupertino

**TENANT AGREEMENT
FOR MUSEUM SPACE AT
QUINLAN COMMUNITY CENTER**

This Tenant Agreement ("AGREEMENT") is made by and between the City of Cupertino ("CITY") and the Cupertino Historical Society ("TENANT").

The premises to be occupied by this AGREEMENT is a portion of what is commonly known as the "Quinlan Community Center", and more particularly described as 10185 N. Stelling Road, City of Cupertino, County of Santa Clara, State of California ("PREMISES"). The PREMISES consist of museum room and office within the Quinlan Community Center consisting of 1300 square feet, together with the non-exclusive use of hallways, restrooms, and outside parking facilities.

This AGREEMENT is entered for the purpose of making available the PREMISES owned by the CITY on the condition that the TENANT provides historical educational programs to the CITY and Cupertino community as set forth in the terms of this AGREEMENT.

CITY AND TENANT AGREE AS FOLLOWS:

1. **TENANCY:** The tenancy of the PREMISES shall commence on July 1, 1994 and end two years later, on June 30, 1996, at which time the agreement may be renegotiated after evaluation by the CITY.
2. **UTILITIES, TELEPHONE, OFFICE EQUIPMENT:** 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. TENANT shall be responsible for its own telephone service and shall provide for its own office equipment and furnishings.
3. **TAXES:** TENANT shall be responsible for payment of any and all possessory interest property taxes.
4. **MAINTENANCE:** CITY shall be responsible for maintaining the PREMISES, including doorways, windows, sidewalks adjacent to said PREMISES and the interior of the PREMISES in good and sanitary order, condition and repair, normal wear and tear excepted, provided, however, that TENANT shall be responsible for damages caused by the negligence of its employees, invitees or guests.

5. **ALTERATIONS AND REPAIRS/ACCESS:** TENANT shall not paint, paper, or make alterations to the PREMISES without prior written consent from the CITY. TENANT shall permit the CITY and its agents to enter into and upon the PREMISES at all reasonable times for purposes of inspecting the same or for the purpose of maintaining or repairing the PREMISES. Access to the PREMISES is limited to CITY employees or agents, TENANT employees or agents, and members of the public receiving services provided by TENANT.

6. **HOURS OF OPERATION:** TENANT shall determine its own hours of operation, provided that said hours are between 8:00 a.m. and 10:00 p.m. TENANT shall be responsible for securing the facility.

7. **COMMON AREAS/PARKING:** TENANT may utilize the hallways, restrooms, and parking facilities without additional rent; provided, however, that if TENANT wishes to utilize other areas of Quinlan Community Center for which CITY normally charges a user fee, TENANT shall be responsible for payment of said fee.

8. **INSURANCE:** TENANT shall maintain insurance as outlined in the insurance and indemnity requirements as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

9. **INDEMNIFICATION:** CITY shall not be liable for any damage or injury to any employee, guest, or invitee, or to any property occurring within the PREMISES or within the common areas. TENANT agrees to hold CITY harmless from any claims for damages unless such damage is the proximate result of negligence or unlawful conduct of CITY, its agents or employees.

10. **ORDINANCES AND STATUTES:** TENANT shall comply with Cupertino's Municipal Ordinances and all State and Federal Statutes and Ordinances now in force, or which may hereafter be in force pertaining to the use of the PREMISES.

11. **SIGNAGE:** The CITY shall provide signage designating facility and organizations utilizing the facility.

12. **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 Parks and Recreation Director or an authorized representative.

13. **HOLDING OVER:** Any holding over after the expiration of the AGREEMENT, with the written consent of the CITY, shall be construed as a month-to-month tenancy in accordance with the terms of this AGREEMENT, until either party terminates the tenancy by giving the other party ninety (90) days written notice delivered by certified mail.

14. **GROUND FOR TERMINATION:** CITY retains the right to terminate this AGREEMENT upon any breach by TENANT, of any material term, provision, covenant or condition herein. CITY shall first provide TENANT written notice of any perceived breach of this AGREEMENT and TENANT shall have ten (10) days to correct or resolve said condition.

15. **WAIVER:** The failure of CITY to exercise any right hereunder shall not constitute waiver of such right.

16. **ATTORNEYS' FEES:** If legal action is commenced to enforce or to declare the effect of any provision of this AGREEMENT, the prevailing party shall be awarded attorneys' fees and costs incurred in such action.

17. **TIME:** Time is of the essence of this AGREEMENT.

18. **EXHIBITS:** All Exhibits hereto, specifically Exhibit A are incorporated herein and made part of this AGREEMENT by this reference.

19. **ADDITIONAL DUTIES OF TENANT:** TENANT and CITY are entering into this AGREEMENT with goals of enhancing the quality of programs for the CITY and providing an appropriate area for the conduct of some of TENANT'S ongoing society activities. As such, both the CITY and TENANT agree to work together throughout the term of this AGREEMENT to try to develop a program of activities mutually beneficial to CITY and TENANT.

a. It is the intent of the parties that the operation of the Cupertino Historical Museum shall be under the direction of the TENANT, subject to reasonable control by the CITY, and that any ambiguity arising from the foregoing provisions shall be resolved in the light of this paragraph.

b. TENANT shall arrange for personnel as is required for the operation of the museum facility.

c. The TENANT shall be permitted to sell promotional items within the confines of the display area.

d. The TENANT shall be responsible for the security of all artifacts displayed by the organization.

20. **ENTIRE AGREEMENT:** This AGREEMENT consisting of five (5) pages, constitutes the entire AGREEMENT and supersedes any prior agreement between the parties.

TENANT has executed this AGREEMENT for the PREMISES in Quinlan Community Center on this _____ day of _____, 1994.

By _____
Cupertino Historical Society

CITY has executed this AGREEMENT for the PREMISES in Quinlan Community Center on this _____ day of _____, 1994.

By _____
Donald D. Brown
City Manager

Attested By _____
Kim Smith
City Clerk

Approved as to form _____
Charles T. Kilian
City Attorney

Attachments:
Exhibit A - Insurance and Indemnity Requirements

June 15, 1994

EXHIBIT A
INSURANCE AND INDEMNITY REQUIREMENTS

INDEMNITY: TENANT agrees to indemnify and hold harmless the City of Cupertino, its officers, employees and elected officials, boards and commissions from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of the TENANT'S performance under the AGREEMENT, including the TENANT'S failure to comply with or carry out any of the provisions of the AGREEMENT.

INSURANCE: TENANT shall take out prior to commencement of the performance of the terms of the AGREEMENT, pay for, and maintain until completion of the AGREEMENT, the following types of Policies. These Policies must cover at least the following, which are minimum coverages and limits.

I. **COMPREHENSIVE GENERAL LIABILITY INSURANCE;** including the following:

- A. Premises Operations (including completed operations, if the exposure exits).
- B. Broad Form Blanket Contractual.
- C. Personal Injury coverages A, B and C.

1. All coverages must have a minimum of \$1,000,000 combined single limit.

II. **WORKERS COMPENSATION:** TENANT shall provide CITY with a copy of TENANT'S Workers Compensation coverage.

III. **ENDORSEMENTS:** On all required insurance the **following** endorsements must be a **part of each policy**.

A. The City of Cupertino, its officers and employees, and agents are to be additional insured.

B. Thirty (30) days notice of cancellation or reduction in coverage of any nature must be given to the City of Cupertino.

C. The insurance policies must be endorsed to show that they are primary, and any other valid and collectable insurance the City of Cupertino may have will be excess only.

D. All insurance policies must be approved by the City of Cupertino.

June 15, 1994

RESOLUTION NO. 9653

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AUTHORIZING EXECUTION OF TENANT AGREEMENT BETWEEN CITY OF CUPERTINO AND THE CUPERTINO HISTORICAL SOCIETY FOR MUSEUM SPACE AT THE QUINLAN COMMUNITY CENTER

WHEREAS, there has been presented to the City Council a proposed Tenant Agreement between the City of Cupertino and the Cupertino Historical Society for museum space at the Quinlan Community Center; and

WHEREAS, the terms, conditions and provisions of the agreement have been reviewed and approved by the City Attorney and the Director of Parks and Recreation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cupertino hereby approves the aforementioned agreement and authorizes the City Manager and the City Clerk to execute said agreement on behalf of the City of Cupertino.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 1st day of July, 1996 by the following vote:

<u>Vote</u>	<u>Members of the City Council</u>
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AYES:	Chang, Dean, Sorensen, Burnett
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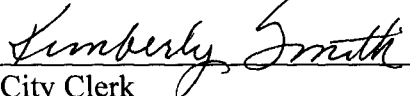
NOES:	None
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ABSENT:	Bautista
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ABSTAIN:	None
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ATTEST:

APPROVED:


City Clerk


Mayor, City of Cupertino

**TENANT AGREEMENT
FOR MUSEUM SPACE AT
QUINLAN COMMUNITY CENTER**

This Tenant Agreement ("AGREEMENT") is made by and between the City of Cupertino ("CITY") and the Cupertino Historical Society ("TENANT").

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This AGREEMENT is entered for the purpose of making available the PREMISES owned by the CITY on the condition that the TENANT provides historical educational programs to the CITY and Cupertino community as set forth in the terms of this AGREEMENT.

CITY AND TENANT AGREE AS FOLLOWS:

1. **TENANCY:** The tenancy of the PREMISES shall commence on July 1, 1996 and end two years later, on June 30, 1998, at which time the agreement may be renegotiated after evaluation by the CITY.
2. **UTILITIES, TELEPHONE, OFFICE EQUIPMENT:** 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. TENANT shall be responsible for its own telephone service and shall provide for its own office equipment and furnishings.
3. **TAXES:** TENANT shall be responsible for payment of any and all possessory interest property taxes.

4. **MAINTENANCE:** CITY shall be responsible for maintaining the PREMISES, including doorways, windows, sidewalks adjacent to said PREMISES and the interior of the PREMISES in good and sanitary order, condition and repair, normal wear and tear excepted, provided, however, that TENANT shall be responsible for damages caused by the negligence of its employees, invitees or guests.
5. **ALTERATIONS AND REPAIRS/ACCESS:** TENANT shall not paint, paper, or make alterations to the PREMISES without prior written consent from the CITY. TENANT shall permit the CITY and its agents to enter into and upon the PREMISES at all reasonable times for purposes of inspecting the same or for the purpose of maintaining or repairing the PREMISES. Access to the PREMISES is limited to CITY employees or agents, TENANT employees or agents, and members of the public receiving services provided by TENANT
6. **HOURS OF OPERATION:** TENANT shall determine its own hours of operation, provided that said hours are between 8:00 a.m. and 10:00 p.m. TENANT shall be responsible for securing the facility.
7. **COMMON AREAS/PARKING:** TENANT may utilize the hallways, restrooms, and parking facilities without additional rent; provided, however, that if TENANT wishes to utilize other areas of Quinlan Community Center for which CITY normally charges a user fee, TENANT shall be responsible for payment of said fee.
8. **INSURANCE:** TENANT shall maintain insurance as outlined in the insurance and indemnity requirements as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
9. **INDEMNIFICATION:** CITY shall not be liable for any damage or injury to any employee, guest, or invitee, or to any property occurring within the PREMISES or within the common areas. TENANT agrees to hold CITY harmless from any claims for damages unless such damage is the proximate result of negligence or unlawful conduct of CITY, its agents or employees.
10. **ORDINANCES AND STATUTES:** TENANT shall comply with Cupertino's Municipal Ordinances and all State and Federal Statutes and Ordinances now in force, or which may hereafter be in force pertaining to the use of the PREMISES.

11. **SIGNAGE:** The CITY shall provide signage designating facility and organizations utilizing the facility.
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15. **WAIVER:** The failure of CITY to exercise any right hereunder shall not constitute waiver of such right.
16. **ATTORNEYS' FEES:** If legal action is commenced to enforce or to declare the effect of any provision of this AGREEMENT, the prevailing party shall be awarded attorneys' fees and costs incurred in such action.
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18. **EXHIBITS:** All Exhibits hereto, specifically Exhibit A are incorporated herein and made part of this AGREEMENT by this reference
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a. It is the intent of the parties that the operation of the Cupertino Historical Museum shall be under the direction of the TENANT, subject to reasonable control by the CITY, and that any ambiguity arising from the foregoing provisions shall be resolved in the light of this paragraph.

b. TENANT shall arrange for personnel as is required for the operation of the museum facility.

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d. The TENANT shall be responsible for the security of all artifacts displayed by the organization.

20. **ENTIRE AGREEMENT:** This AGREEMENT consisting of five (5) pages, constitutes the entire AGREEMENT and supersedes any prior agreement between the parties.

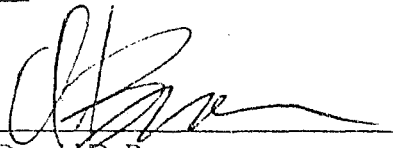
TENANT has executed this AGREEMENT for the PREMISES in Quinlan Community Center on this 21st day of June, 1996.

By

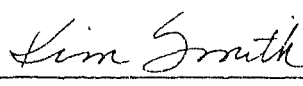

Cupertino Historical Society

CITY has executed this AGREEMENT for the PREMISES in Quinlan Community Center on this 8th day of July, 1996.

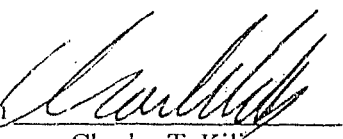
By


Donald D. Brown
City Manager

Attested By


Kim Smith
City Clerk

Approved as to form


Charles T. Kilian
City Attorney

Attachments:

Exhibit A - Insurance and Indemnity Requirements

6/12/96

EXHIBIT A
INSURANCE AND INDEMNITY REQUIREMENTS

INDEMNITY: TENANT agrees to indemnify and hold harmless the City of Cupertino, its officers, employees and elected officials, boards and commissions from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of the TENANT'S performance under the AGREEMENT, including the TENANT'S failure to comply with or carry out any of the provisions of the AGREEMENT.

INSURANCE: TENANT shall take out prior to commencement of the performance of the terms of the AGREEMENT, pay for, and maintain until completion of the AGREEMENT, the following types of Policies. These Policies must cover at least the following, which are minimum coverages and limits.

I. **COMPREHENSIVE GENERAL LIABILITY INSURANCE;** including the following:

- A. Premises Operations (including completed operations, if the exposure exists).
- B. Broad Form Blanket Contractual.
- C. Personal Injury coverages A, B and C.

1. All coverages must have a minimum of \$1,000,000 combined single limit.

II. **WORKERS COMPENSATION:** TENANT shall provide CITY with a copy of TENANT'S Workers Compensation coverage.

III. **ENDORSEMENTS:** On all required insurance the **following** endorsements must be a **part of each policy**.

A. The City of Cupertino, its officers and employees, and agents are to be additional insured.

B. Thirty (30) days notice of cancellation or reduction in coverage of any nature must be given to the City of Cupertino.

C. The insurance policies must be endorsed to show that they are primary, and any other valid and collectable insurance the City of Cupertino may have will be excess only.

D. All insurance policies must be approved by the City of Cupertino.