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# County of Santa Cruz

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## PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

**BARRY C. SAMUEL, DIRECTOR**

November 9, 1999

AGENDA: December 7, 1999

### BOARD OF SUPERVISORS

County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### SUBJECT: **CHILDREN'S CENTER OF SAN LORENZO VALLEY**

Dear Members of the Board,

On October 16, 1990, your Board approved a license agreement with the Children's Center of the San Lorenzo Valley. The agreement allowed the Children's Center to build a 3000 square foot building at Highlands Park. The building was designed for the occupancy of 34 children at maximum capacity.

The Children's Center would like to put an addition on the Center. They are proposing to add a 416 square foot area which will be used as two rooms. There would be a Nap room of 219 square feet and a Staff Room of 197 square feet (Exhibit 1). The addition will be located in the front of the building where landscaping currently exists (Exhibit 2). One of the purposes of making the addition is to provide the older toddlers an area to nap in the afternoon. Currently while some of the children are napping the others either go outside or, in the rain, play in the lobby. Thus, the creation of a new nap room would allow those children not napping to remain in their classroom. The additional space would also provide the Center the ability to increase their maximum enrollment to 41 students. The staff room would be used for staff training, parent/teacher conferences, staff rest area, staff preparation area, etc.

In order to accommodate the addition, the license agreement must be modified to increase the maximum allowable square footage of the building from 3000 square feet to 3420 square feet. It is also being suggested that since the agreement is being updated to include the revised square footage that the opportunity be taken to update some of the contract language to insert standard contract language the County is currently utilizing. The changes to the contract have been agreed upon by the Children's Center (Exhibit 3).

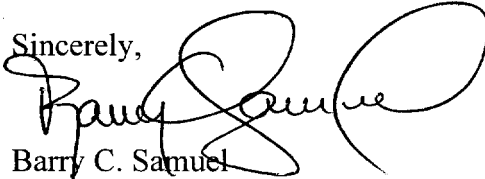
BOARD OF SUPERVISORS  
CHILDREN'S CENTER OF SAN LORENZO VALLEY  
Page 2

AGENDA: November 16, 1999

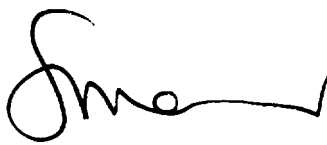
The Children's Center has already raised the funds needed to construct the addition and therefore there will be no financial involvement needed from the County.

On November 8, 1999 the Parks Commission heard a presentation on the proposed changes to the Children's Center. The Parks Commission approved the concept of the additions to the Children's Center and passed a motion to recommend to your Board that the lease be modified to allow for the 416 square foot addition to the building.

It is therefore RECOMMENDED that your Board approve the amended license agreement (Exhibit 4) with the Children's Center of the San Lorenzo Valley and; authorize the Parks Director to execute the agreement.

Sincerely,  
  
Barry C. Samuel  
Director

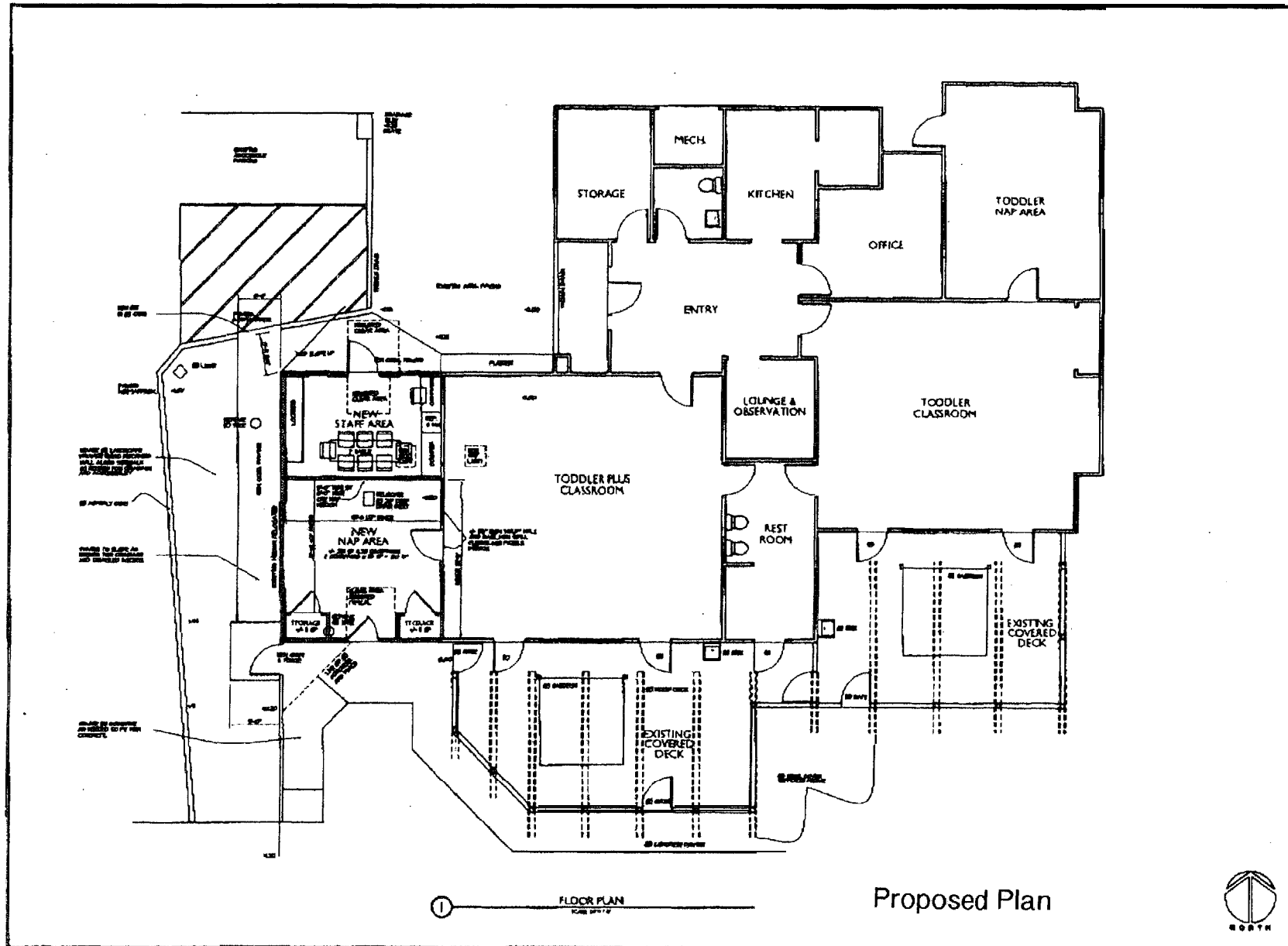
RECOMMENDED

  
\_\_\_\_\_  
SUSAN A. MAURIELLO  
County Administrative Officer

Attachments: Exhibit 1 & 2 - Children's Center  
Exhibit 3 & 4 - License Agreement

cc: CAO, County Counsel, Auditor-Controller, Planning, POSCS

# Exhibit 1



**CCSLY ADDITION**  
 HIGHLAND PARK, SAN FRANCISCO, CA  
 FLOOR PLANS WITH EXISTING DECK COVER

CLIENT NAME	CCSLY
CLIENT TYPE	Non-Profit
CLIENT ADDRESS	1000 10TH AVENUE, SUITE 100, SAN FRANCISCO, CA 94133
CLIENT PHONE	415.774.1100
CLIENT FAX	415.774.1101
CLIENT EMAIL	info@ccsly.org

NO.	DATE	DESCRIPTION	BY
1	10/1/10	Initial Design	TH
2	10/15/10	Revised Design	TH
3	11/1/10	Final Design	TH
4	11/15/10	Construction Documents	TH
5	12/1/10	Construction Documents	TH
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EXHIBIT 2



AMENDED  
LICENSE AGREEMENT

0399

This LICENSE AGREEMENT ~~made and was first~~ entered into ~~this~~ on 16<sup>th</sup> day of October, 1990 by and between the COUNTY OF SANTA CRUZ, hereinafter called LICENSOR, and THE CHILDREN'S CENTER OF SAN LORENZO VALLEY, hereinafter called LICENSEE. On this \_\_\_\_\_th day of \_\_\_\_\_, 1999, both parties agreed to amend the previous LICENSE AGREEMENT to modify the existing Children Center Building to provide an additional nap room and staff room. This amendment constitutes the entire agreement and intent and purpose of LICENSOR and LICENSEE with respect to the premises.

WITNESSETH:

It is agreed by the parties hereto as follows:

1. DESCRIPTION OF PREMISES. LICENSOR hereby acknowledge to LICENSEE, and LICENSEE ~~hires~~ rents from LICENSOR, on the terms and conditions hereafter set forth, approximately 8000 square feet of unimproved property on the site of the Highlands County Park, Ben Lomond, California, as shown on the attached map and labeled Attachment "A".
2. TERM. The term of this agreement shall be from the date of execution through June 30, 2015, unless sooner terminated as hereinafter provided and subject to conditions set forth in Paragraph 5.
3. RENT. SEE shall pay LICENSOR as rent for the property conveyed herein the sum of one dollar (\$1.00) per annum, due and payable on January 1<sup>st</sup>, ~~1991 and annually thereafter~~ of each year.
4. UTILIZATION OF PROPERTY. LICENSEE shall use the property conveyed herein for providing a licensed children's day-care facility approved by the State of California Department of Social Services. Facility proposed shall have no more than 41 children at any one time on said premises. It is agreed and understood that LICENSEE ~~can locate or~~ shall construct a structure and play areas on said premises for the purpose of operating and conducting a children's day-care facility, and uses normally incident with thereto and for no other purpose without prior written approval by the Board of Supervisors of LICENSOR, or their designee.

LICENSEE shall have access to said building and property twenty four (24) hours a day, seven (7) days a week ~~after completion~~ of said structure and improvements. However, LICENSEE agrees to notify the Facilities Section of the Parks, Open Space and Cultural Services Department of LICENSOR for all scheduled uses of said building and property that do not occur between hours of 6 a.m. to 7 p.m. - Monday thru Friday. Notifications of off-hour uses shall occur at least one month in advance of such use.

LICENSOR ~~will~~ has provided LICENSEE with 6 assigned parking spaces in front of said structure at no cost to LICENSEE. LICENSEE, however will be subject to any and all parking fees and regulations pertaining to Highland Park for additional spaces, unless such parking fees and/or regulations are waived by the Parks, Open Space and Cultural Services Department of LICENSOR.

5. SITE IMPROVEMENTS. ~~LICENSEE shall have three years from the date first mentioned above to install or construct~~ has constructed said improvements pertaining to phase one operation of a children's day-care facility. ~~Failure to complete the aforementioned structure within three years shall automatically terminate and made void this agreement.~~ Furthermore, LICENSEE agrees that it shall have no further interest in or be entitled to any consideration for said premises, if the ~~aforementioned structure for phase one is not completed within the time frame herein; or if the structure is abandoned~~ for a period of six months, unless an extension is granted to LICENSEE by the Board of Supervisors of LICENSOR. Said structure and associated storage buildings shall have a maximum foot-print of ~~3,000~~ 3,420 square feet.

LICENSEE shall only construct said structure and improvements approved by the Board of Supervisors of LICENSOR. However, LICENSEE may construct said structure in two phases. The first phase ~~shall provide for a children's day-care facility of 16 children~~ has already been constructed, and the second phase will provide space for an additional ~~18 children~~ nap room, storage, and extend the roof over the existing deck, and staff room. This second phase is approved with the execution of this AMENDED LICENSE AGREEMENT. ~~Furthermore, The~~ LICENSEE shall not make any further structural, plumbing, electrical or mechanical alterations, additions or improvements, not shown on the approved plans of ~~to~~ said structure or premises without written consent of the Board of Supervisors of LICENSOR, or their designee.

6. OWNERSHIP OF IMPROVEMENTS. Title to said structure shall transfer from LICENSEE ~~LICENSOR~~ to LICENSOR ~~Notice of E~~ within ~~13 months of LICENSEE obtaining a~~ "Occupancy" from the County Planning Department. on the day this AMENDED LICENSE AGREEMENT is executed by both parties. The title of said structure will transfer back from LICENSEE to LICENSOR on the first day of the fifteen (15) month after LICENSEE obtaining a "Notice of Occupancy" from the County Planning Department. After transfer of title, said structure and site improvements shall be considered as part of the land; and ownership shall be vested with the LICENSOR.
7. CODES. LICENSEE further agrees to comply with all state laws, local ordinances or other government regulations pertaining to the use of the property which may be required by the proper authorities, including but not limited to the obtaining of County land use permits for the ~~placement or construction and~~ addition to the said structure for use of as a children's day-care facility.
8. INDEMNIFY. ~~LICENSEE hereby agrees to indemnify LICENSOR and its partners, employees and agents and to save them harmless from any liability, injury or death to any person(s); including any of LICENSEE'S employees, agents, Board Members or invitees, or any injury to property of any kind whatsoever, and to whomever belonging, including LICENSEE and LICENSEE'S employees, agents, Board Members or invitees, from any cause whatsoever arising out of LICENSEE'S use of or operations on the agreementd premises, or arising out of any work or improvement or remodeling done by LICENSEE on or in the agreement premises, or arising out of any breach by LICENSEE of any of the terms, conditions or obligations required of LICENSEE under this agreement, during the term of this agreement or any extension thereof or any holdover by LICENSEE hereunder. This indemnity shall include the obligation to defend LICENSOR and its partners from any lawsuits or claims filed. LICENSEE'S obligations under this paragraph shall not apply if such liability, loss, cost, damage or expense arises out of or relates to the negligent or intentional act of LICENSOR of its partners, employees, agents or contractors, to breach by~~

~~LICENSOR of any of the terms, conditions or obligations required of LICENSEE under this agreement.~~

8. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. LICENSEE shall exonerate, indemnify, defend, and hold harmless LICENSOR (which for the purpose of paragraphs 8 and 9 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which LICENSOR may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the LICENSEE performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the LICENSOR. Such indemnification includes any damage to the person(s), or property(ies) of LICENSEE and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to LICENSEE and LICENSEE'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

9. INSURANCE

A. LIABILITY. LICENSEE shall maintain during the entire term of this agreement comprehensive general liability insurance. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, combined single limit. The comprehensive general liability insurance shall include complete personal injury and property damage coverage and shall include contractual liability coverage reasonably sufficient to meet any potential liability arising out of this agreement and the hold harmless clause herein. All such insurance shall name the LICENSOR as an additional insured and shall include cross liability in favor of the LICENSOR.

B. WORKERS' COMPENSATION. LICENSEE shall maintain Worker's Compensation insurance in conformance with the Worker's Compensation Laws of the State of California during the term of this agreement.

C. PROPERTY INSURANCE. LICENSEE shall, at its own expense, during the term of this agreement, maintain in full force a policy or policies of full standard fire extended coverage and vandalism insurance covering the structure in an amount equal to at least 90% of the replacement value of said structure until said title of structure is transferred to LICENSOR. However, LICENSOR is not responsible for insuring LICENSEE'S contents in said structure and/or improvements. Upon transfer of title of structure, LICENSOR agrees to carry fire and extended coverage insurance on the building equivalent to that carried on other County facilities.

D. OTHER. All insurances shall not be subject to cancellation, or reduction in coverage with less than thirty days written notice to the LICENSOR. LICENSEE shall submit certificate of insurance(s) to the County of Parks, Open Space and Cultural Services Department. ~~(9000 Soquel Avenue, Suite 101, Santa Cruz, CA 95062)~~ (979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062)

10. CONSTRUCTION AND OPERATION OF COUNTY FACILITIES. LICENSEE agrees to conduct its operations on said premises in such a manner as to in no way interfere with either the construction or operation of County facilities on the remainder of the park site.
11. UTILITIES. LICENSEE shall assume all responsibility for providing, and paying for, all utility services to the building, including, with the approval of LICENSOR, the furnishing and installation of necessary pipelines, negotiation of agreements with the proposed suppliers, and payment of any and all costs thereby incurred. LICENSEE shall also pay 50% of the cost of design and installation of the non-building fire safety system as required through the County Land Use Permit system.

LICENSOR shall pay all charges for landscape water and dumpster service to said premises.
12. RESERVATION OF RIGHT TO CONSTRUCT AND MAINTAIN UTILITY FACILITIES. LICENSOR reserves the right to construct and maintain utility facilities, including water mains, sewers, electric and telephone lines and storm drainage across the property being conveyed herein.
13. MAINTENANCE OF STRUCTURE. LICENSEE shall provide for interior custodial services and maintain and keep in good repair the interior portions of said building at no cost to LICENSOR. LICENSOR agrees to maintain and keep in proper repair the exterior portions of said structure and grounds equivalent to the work done on other park facilities maintained by the LICENSOR. LICENSEE, at it's own expense, may provide exterior maintenance to said structure and grounds, without modifying this agreement. Furthermore, LICENSOR agrees to repair said structure and/or grounds damage from acts of park vandalism.

LICENSOR shall provide space at existing dumpster site for LICENSEE trash and pay for removal of such trash from the dumpster site, except for construction debris which shall be removed from the park at the LICENSEE'S expense.
14. WAIVER OF SUBROGATION RIGHTS. LICENSOR and LICENSEE hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the subject premises, a waiver of any right of subrogation, which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.
15. POSSESSORY INTEREST TAX. LICENSEE recognizes and understands in accepting this agreement that its interest therein may be subject to a possible possessory interest tax that the County may impose on such interest, and that such tax shall not reduce any rent due the County hereunder, and any such tax shall be the liability of and be paid by the LICENSEE.
16. WAIVER OF RELOCATION BENEFITS. LICENSEE understands that the property being conveyed herein was acquired by the County for future development and/or use for governmental purposes and that LICENSEE'S occupancy under this agreement is an interim use only. Having notice of this condition, LICENSEE hereby waives any rights or claims against the County now, or at any time in the future for relocation assistance, payments, and/or benefits.



0403

17. DEFAULT. The violation by LICENSEE of any of the terms or conditions set forth herein shall be cause for cancellation of this agreement. LICENSOR shall notify LICENSEE in writing of any such alleged violation, and LICENSEE shall have thirty days thereafter in which to take corrective action, and LICENSEE shall provide written notice to LICENSOR within ten days of intent to take corrective action. Upon failure or LICENSEE to do so, LICENSOR may terminate this agreement.
18. ASSIGNMENT AND SUBLEASE. LICENSEE shall not assign, let or sublet said premises without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld.
19. AMENDMENTS. Anything contained herein to the contrary, notwithstanding, this agreement may be terminated and the provisions of this agreement may be, in writing, altered, changed or amended by mutual consent of the parties hereto.

IN WITNESS WHEREOF, on ~~the day and year first above written~~, this \_\_\_\_\_th day of \_\_\_\_\_, 1999, ~~the parties hereto have caused this agreement amendment to the LICENSED AGREEMENT dated the 16<sup>th</sup> day of October, 1990,~~ to be executed.

LICENSOR: COUNTY OF SANTA CRUZ

LICENSEE: CHILDREN'S CENTER OF  
SAN LORENZO VALLEY

By: \_\_\_\_\_  
Director of Parks, Open Space and  
Cultural Services

By: \_\_\_\_\_  
Director of the Children's Center of  
San Lorenzo Valley

APPROVED AS TO FORM:

DISTRIBUTION:  
County Administration Officer  
County Counsel  
Auditor-Controller  
POSCS Department  
Planning Department  
LICENSEE

\_\_\_\_\_  
Assistant County Counsel

only for purchase  
in US MARKET

PROPOSED  
S.L.V. DAY-CARE  
FACILITY AREA

1000

100-443881-100

PROPOSED PARKING LOT

PROPOSED COUNTY  
SCHOOL BUILDINGS

EXISTING PARKING LOT

# HIGHLANDS PARK

BEN LOMOND, SANTA CRUZ COUNTY, CALIFORNIA

ATTACHMENT. A

TO THE COMMISSIONER  
OF THE LAND OFFICE

6 Dec 51

13 ADD GALLON  
FILL TANK  
2nd MONTH  
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HIGHLANDS PARK

SW DAY-CARE FACILITY  
NORTH PLUM



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[illegible]

AMENDED  
LICENSE AGREEMENT

This LICENSE AGREEMENT was first entered into on 16<sup>th</sup> day of October, 1990 by and between the COUNTY OF SANTA CRUZ, hereinafter called LICENSOR, and THE CHILDREN'S CENTER OF SAN LORENZO VALLEY, hereinafter called LICENSEE. On this \_\_\_\_th day of \_\_\_\_\_, 1999, both parties agreed to amend the previous LICENSE AGREEMENT to modify the existing Children Center Building to provide an additional nap room and staff room. This amendment constitutes the entire agreement and intent and purpose of LICENSOR AND LICENSEE with respect to the premises.

WITNESSETH:

It is agreed by the parties hereto as follows:

1. DESCRIPTION OF PREMISES. LICENSOR hereby acknowledge to LICENSEE, and LICENSEE rents from LICENSOR, on the terms and conditions hereafter set forth, approximately 8000 square feet of unimproved property on the site of the Highlands County Park, Ben Lomond, California, as shown on the attached map and labeled Attachment "A".
2. TERM. The term of this agreement shall be from the date of execution through June 30, 2015, unless sooner terminated as hereinafter provided and subject to conditions set forth in Paragraph 5.
3. LICENSEE shall pay LICENSOR as rent for the property conveyed herein the sum of one dollar (\$1.00) per annum. due and payable on January 1<sup>st</sup> of each year.
4. UTILIZATION OF PROPERTY. LICENSEE shall use the property conveyed herein for providing a licensed children's day-care facility approved by the State of California Department of Social Services. Facility proposed shall have no more than 41 children at any one time on said premises. It is agreed and understood that LICENSEE shall construct a structure and play areas on said premises for the purpose of operating and conducting a children's day-care facility, and uses normally incident ~~with~~ thereto and for no other purpose without prior written approval by the Board of Supervisors of LICENSOR, or their designee.

LICENSEE shall have access to said building and property twenty four (24) hours a day, seven (7) day a week of said structure and improvements. However, LICENSEE agrees to notify the Facilities Section of the Parks, Open Space and Cultural Services Department of LICENSOR for all scheduled uses of said building and property that do not occur between hours of 6 a.m. to 7 p.m. - Monday thru Friday. Notifications of off-hour uses shall occur at least one month in advance of such use.

## LICENSE AGREEMENT WITH THE CHILDREN'S CENTER

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LICENSOR has provided LICENSEE with 6 assigned parking spaces in front of said structure at no cost to LICENSEE. LICENSEE, however will be subject to any and all parking fees and regulations pertaining to Highland Park for additional spaces, unless such parking fees and/or regulations are waived by the Parks, Open Space and Cultural Services Department of LICENSOR.

5. SITE IMPROVEMENTS. LICENSEE has constructed said improvements pertaining to phase one operation of a children's day-care facility. Furthermore, LICENSEE agrees that it shall have no further interest in or be entitled to any consideration for said premises, if the structure is abandoned for a period of six months, unless an extension is granted to LICENSEE by the Board of Supervisors of LICENSOR. Said structure and associated storage buildings shall have a maximum foot-print of 3,420 square feet.

LICENSEE shall only construct said structure and improvements approved by the Board of Supervisors of LICENSOR. However, LICENSEE may construct said structure in two phases. The first phase has already been constructed, and the second phase will provide space for an additional nap room and staff room. This second phase is approved with the execution of this AMENDED LICENSE AGREEMENT. The LICENSEE shall not make any further structural, plumbing, electrical or mechanical alterations, additions or improvements, not shown on the approved plans of said structure for phase one, and phase two, or premises without written consent of the Board of Supervisors of LICENSOR, or their designee.

6. OWNERSHIP OF IMPROVEMENTS. Title to said structure shall transfer from LICENSOR to LICENSEE on the day this AMENDED LICENSE AGREEMENT is executed by both parties. The title of said structure will transfer back from LICENSEE to LICENSOR on the first day of the fifteen (15) month after LICENSEE obtaining a "Notice of Occupancy" from the County Planning Department. After transfer of title, said structure and site improvements shall be considered as part of the land; and ownership shall be vested with the LICENSOR.
7. CODES. LICENSEE further agrees to comply with all state laws, local ordinances or other government regulations pertaining to the use of the property which may be required by the proper authorities, including but not limited to the obtaining of County land use permits for the addition to the said structure for use as a children's day-care facility.
8. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. LICENSEE shall exonerate, indemnify, defend, and hold harmless LICENSOR (which for the purpose of paragraphs 8 and 9 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which LICENSOR may sustain or incur or which may be imposed

upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the LICENSEE performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the LICENSOR. Such indemnification includes any damage to the person(s), or property(ies) of LICENSEE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to LICENSEE and LICENSEE'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

9. INSURANCE

A. LIABILITY. LICENSEE shall maintain during the entire term of this agreement comprehensive general liability insurance. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, combined single limit. The comprehensive general liability insurance shall include complete personal injury and property damage coverage and shall include contractual liability coverage reasonable sufficient to meet any potential liability arising out of this agreement and the hold harmless clause herein. All such insurance shall name the LICENSOR as an additional insured and shall include cross liability in favor of the LICENSOR.

B. WORKERS' COMPENSATION. LICENSEE shall maintain Worker's Compensation insurance in conformance with the Worker's Compensation Laws of the State of California during the term of this agreement.

C. PROPERTY INSURANCE. LICENSEE shall, at its own expense, during the term of this agreement, maintain in full force a policy or policies of full standard fire extended coverage and vandalism insurance covering the structure in an amount equal to at least 90% of the replacement value of said structure until said title of structure is transferred to LICENSOR. However, LICENSOR is not responsible for insuring LICENSEE'S contents in said structure and/or improvements. Upon transfer of title of structure, LICENSOR agrees to carry fire and extended coverage insurance on the building equivalent to that carried on other County facilities.

D. OTHER. All insurances shall not be subject to cancellation, or reduction in coverage with less than thirty days written notice to the LICENSOR. LICENSEE shall submit certificate of insurance(s) to the County of Parks, Open Space and Cultural Services Department. (979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062)

10. CONSTRUCTION AND OPERATION OF COUNTY FACILITIES. LICENSEE agrees to conduct its operations on said premises in such a manner as to in no way interfere with either the construction or operation of County facilities on the remainder of the park site.

## LICENSE AGREEMENT WITH THE CHILDREN'S CENTER

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11. UTILITIES. LICENSEE shall assume all responsibility for providing, and paying for, all utility services to the building, including, with the approval of LICENSOR, the furnishing and installation of necessary pipelines, negotiation of agreements with the proposed suppliers, and payment of any and all costs thereby incurred. LICENSEE shall also pay 50% of the cost of design and installation of the non-building fire safety system as required through the County Land Use Permit system.

LICENSOR shall pay all charges for landscape water and dumpster service to said premises.

12. RESERVATION OF RIGHT TO CONSTRUCT AND MAINTAIN UTILITY FACILITIES. LICENSOR reserves the right to construct and maintain utility facilities, including water mains, sewers, electric and telephone lines and storm drainage across the property being conveyed herein. for phase one, and phase two,
13. MAINTENANCE OF STRUCTURE. LICENSEE shall provide for interior custodial services and maintain and keep in good repair the interior portions of said building at no cost to LICENSOR. LICENSOR agrees to maintain and keep in proper repair the exterior portions of said structure and grounds equivalent to the work done on other park facilities maintained by the LICENSOR. LICENSEE, at it's own expense, may provide exterior maintenance to said structure and grounds, without modifying this agreement. Furthermore, LICENSOR agrees to repair said structure and/or grounds damage from acts of park vandalism.

LICENSOR shall provide space at existing dumpster site for LICENSE trash and pay for removal of such trash from the dumpster site, except for construction debris which shall be removed from the park at the LICENSEE'S expense.

14. WAIVER OF SUBROGATION RIGHTS. LICENSOR and LICENSEE hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the subject premises, a waiver of any right of subrogation, which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.
15. POSSESSORY INTEREST TAX. LICENSEE recognizes and understands in accepting this agreement that its interest therein may be subject to a possible possessory interest tax that the County may impose on such interest, and that such tax shall not reduce any rent due the County hereunder, and any such tax shall be the liability of and be paid by the LICENSEE.

## LICENSE AGREEMENT WITH THE CHILDREN'S CENTER

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16. WAIVER OF RELOCATION BENEFITS. LICENSEE understands that the property being conveyed herein was acquired by the County for future development and/or use for governmental purposes and that LICENSEE'S occupancy under this agreement is an interim use only. Having notice of this condition, LICENSEE hereby waives any rights or claims against the County now, or at any time in the future for relocation assistance, payments, and/or benefits.
17. DEFAULT. The violation by LICENSEE of any of the terms or conditions set forth herein shall be cause for cancellation of this agreement. LICENSOR shall notify LICENSEE in writing of any such alleged violation, and LICENSEE shall have thirty days thereafter in which to take corrective action, and LICENSEE shall provide written notice to LICENSOR within ten days of intent to take corrective action. Upon failure or LICENSEE to do so, LICENSOR may terminate this agreement.
18. ASSIGNMENT AND SUBLEASE. LICENSEE shall not assign, let or sublet said premises without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld.
19. AMENDMENTS. Anything contained herein to the contrary, notwithstanding, this agreement may be terminated and the provisions of this agreement may be, in writing, altered, changed or amended by mutual consent of the parties hereto.

IN WITNESS WHEREOF, on this \_\_\_\_\_th day of \_\_\_\_\_, 1999, the parties hereto have caused this amendment to the LICENSED AGREEMENT dated the 16<sup>th</sup> day of October, 1990, to be executed.

LICENSOR: COUNTY OF SANTA CRUZ

LICENSEE: CHILDREN'S CENTER OF  
SAN LORENZO VALLEY

By: \_\_\_\_\_  
Director of Parks, Open Space and  
Cultural Services

By: Janine Canedo  
Director of the Children's Center of  
San Lorenzo Valley

APPROVED AS TO FORM:

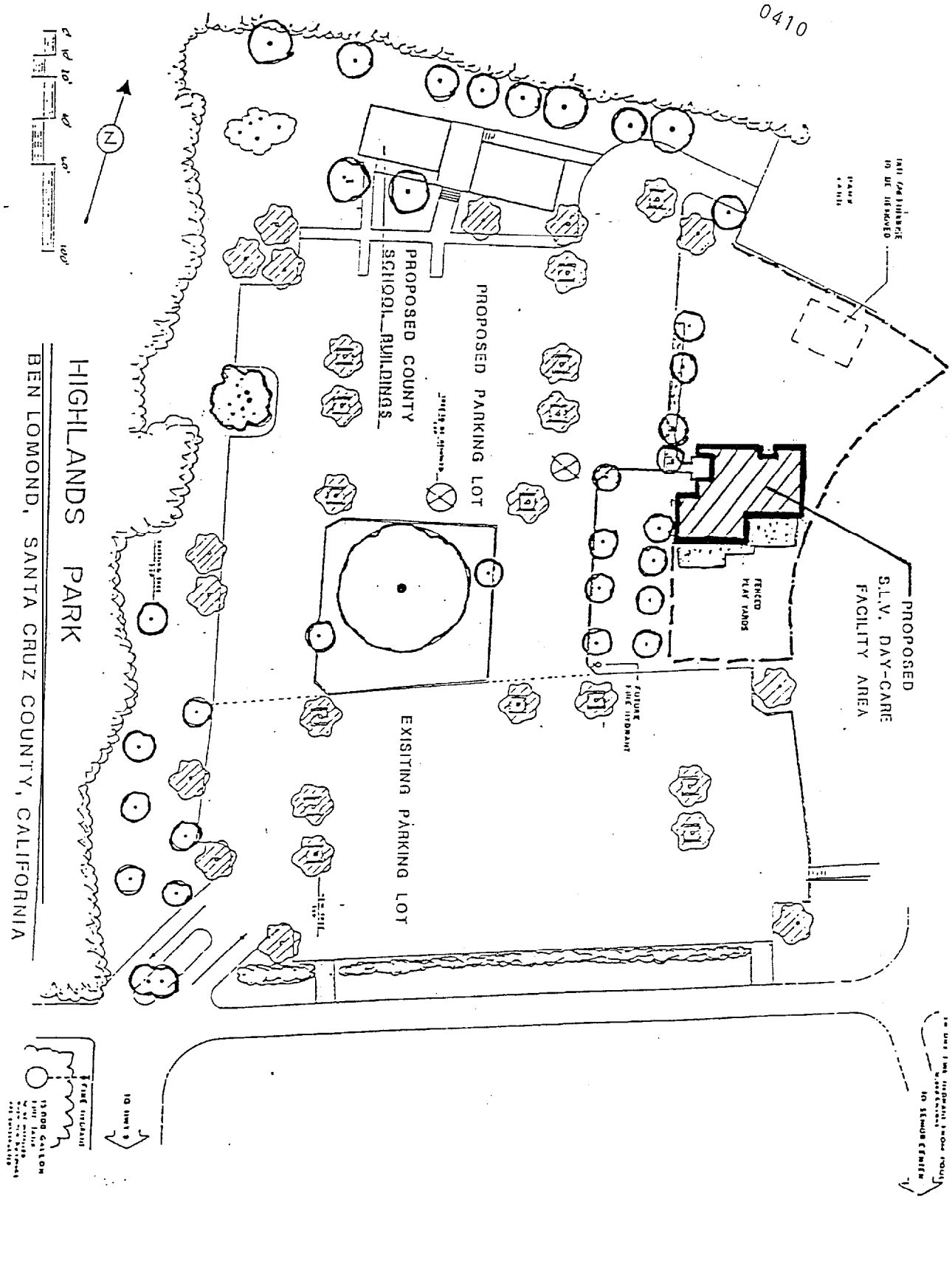
Marie Costa  
Assistant County Counsel

DISTRIBUTION:  
County Administration Officer  
County Counsel  
Auditor-Controller  
POSCS Department  
Planning Department  
LICENSEE

*Approved as to insurance*  
By: Shirley McKinley  
Risk Management Division Chief

Date 11-22-99

0410



HIGHLANDS PARK  
BEN LOMOND, SANTA CRUZ COUNTY, CALIFORNIA

ATTACHMENT A

<p>1</p>	<p>HIGHLANDS PARK</p> <p>S.L.V. DAY-CARE FACILITY</p> <p>100' (as indicated)</p>	<p>CITY OF SANTA CRUZ</p> <p>PLANNING AND COMMUNITY SERVICES</p> <p>100' (as indicated)</p>	<p>100' (as indicated)</p>
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