

**REINSTATEMENT AND FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE CITY OF SUNNYVALE  
AND CUPERTINO UNION SCHOOL DISTRICT  
PERTAINING TO THE USE, MAINTENANCE AND  
IMPROVEMENT OF CERTAIN OPEN SPACE AREAS AND BUILDINGS WITHIN  
CERTAIN SCHOOL SITES**

This Reinstatement and First Amendment to the AGREEMENT PERTAINING TO OPEN SPACE AREA AND BUILDING USE, MAINTENANCE AND IMPROVEMENT, entered into as of \_\_\_\_\_, 2025, the date of the last signature on the signature page, and retroactively effective to June 30, 2024 (“Effective Date”), is by and between the CITY OF SUNNYVALE (“CITY”), a California chartered municipal corporation (“CITY”), and the CUPERTINO UNION SCHOOL DISTRICT (“DISTRICT”) (individually a “Party” and collectively the “Parties”).

WHEREAS, the Parties entered into an agreement pertaining to the use, maintenance, and improvement of open space areas and buildings within certain school sites, dated October 16, 2014 (“Agreement”) which expired on June 30, 2024.

WHEREAS, the Parties have a mutual interest in extending the term of the Agreement.

WHEREAS, the Parties required additional time to consider an amendment to the Agreement.

WHEREAS, the Parties executed a Letter of Agreement on August 9, 2024, in which the Parties agreed that if the Parties do not execute an amendment to the Agreement by August 12, 2024, then the term of the Agreement shall automatically extend through December 31, 2024.

WHEREAS, the Parties desire to amend and reinstate the Agreement retroactively effective to June 30, 2024, and extend the term of the Agreement to June 30, 2029.

NOW, THEREFORE, CUSD AND THE CITY ENTER INTO THIS REINSTATEMENT AND FIRST AMENDMENT TO THE AGREEMENT.

1. The Agreement is hereby reinstated in its entirety and retroactively applied as of the Effective Date, except as amended herein below.
2. Section 2.1 of the Agreement is hereby amended to read as follows:

2.1 The term of this Agreement shall commence at 6:00 a.m. on the effective date indicated on Page 1 of this Agreement, and expire at 12:00 a.m. midnight on June 30, 2029. Prior to the expiration date, the term of this Agreement may be extended for up to five additional years on mutually agreed upon terms and conditions. In the event the parties agree to extend the

termination date, a written amendment to the Agreement memorializing the extension shall be executed by both Parties. The preceding notwithstanding, this Agreement is subject to the fiscal provisions of the Charter of the CITY and other laws of the CITY and the DISTRICT, and this Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated by the Council or Board of Education for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are not appropriated by the Council or Board of Education for a portion of the fiscal year and funds for this Agreement are no longer available. The CITY or DISTRICT will use reasonable efforts to give the other Party reasonable notice of termination in the event that funds will not be appropriated.

3. Section 4.6 of the Agreement is hereby amended to read as follows:

4.6 The DISTRICT will reimburse the CITY annually in January of each year for the cost of water according to the following amounts:

Year	Cost
2015	\$60,000
2016	\$62,400
2017	\$64,896
2018	\$67,492
2019	\$70,192
2020	\$72,999
2021	\$75,919
2022	\$78,955
2023	\$82,114
2024	\$85,398
2025	\$88,815
2026	\$92,367
2027	\$96,062
2028	\$99,904
2029	\$103,901

4. Section 6.1 of the Agreement is hereby amended to read as follows:

6.1 The DISTRICT will have use priority of the four elementary school Facilities between the hours of 8:00 a.m. and 5:00 p.m. on scheduled school days, and use priority of Cupertino Middle School Facilities between the hours of 8:00 a.m. and 4:00 p.m. on scheduled school days. Use priority will be extended to interscholastic activities occurring at the elementary and middle school Facilities until the completion of those scheduled activities, even if such activities are completed after 5.00 p.m. for the four elementary schools or after 4:00 p.m. for Cupertino Middle School. This priority will apply Mondays through Fridays during each regular academic school year.

Any interscholastic activities that extend beyond 5:00 p.m. at the four elementary schools or extend beyond 4:00 p.m. at Cupertino Middle School shall be permitted through the CITY at no cost to the DISTRICT. The DISTRICT has sole responsibility to restrict public access to Facilities during those times. The DISTRICT will use its best efforts to provide to the CITY at least 90 days' advance notice of any interscholastic activity occurring at the Facilities.

5. Section 6.2 of the Agreement is hereby amended to read as follows:
  - 6.2 The CITY will have use priority of the elementary school Facilities after 5:00 p.m. on scheduled school days and of Cupertino Middle School Facilities after 4:00 p.m. on scheduled school days, and use priority of the Facilities at all other times, including weekends, holidays and summer vacation periods. Exceptions to this use priority schedule may be agreed upon, in writing, by the Director and the Business Manager. The CITY will cooperate with the DISTRICT in any manner which will afford the DISTRICT an adequate opportunity to use the Schools for its activities, programs and other needs.
6. Exhibit A, Cupertino Middle School Site Plan, is deleted in its entirety and replaced by Exhibit A-1, Amended Cupertino Middle School Site Plan, attached hereto and incorporated herein.
7. Exhibit B, Nimitz Elementary School Site Plan, is deleted in its entirety and replaced by Exhibit B-1, Amended Nimitz Elementary School Site Plan, attached hereto and incorporated herein.
8. Exhibit C, Serra Elementary School Site Plan, is deleted in its entirety and replaced by Exhibit C-1, Amended Serra Elementary School Site Plan, attached hereto and incorporated herein.
9. Exhibit D, Stocklmeir Elementary School Site Plan, is deleted in its entirety and replaced by Exhibit D-1, Amended Serra Elementary School Site Plan, attached hereto and incorporated herein.
10. Exhibit E, West Valley Elementary School Site Plan, is deleted in its entirety and replaced by Exhibit E-1, Amended West Valley Elementary School Site Plan, attached hereto and incorporated herein.
11. The terms defined in the Agreement shall have the same meanings whenever used in this Amendment.
12. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the Parties have executed this Reinstatement and First Amendment to the Agreement.

CITY OF SUNNYVALE ("CITY")

CUPERTINO UNIFIED SCHOOL DISTRICT ("DISTRICT")

By \_\_\_\_\_  
Tim Kirby  
City Manager

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

ATTEST:

By \_\_\_\_\_  
David Carnahan  
City Clerk

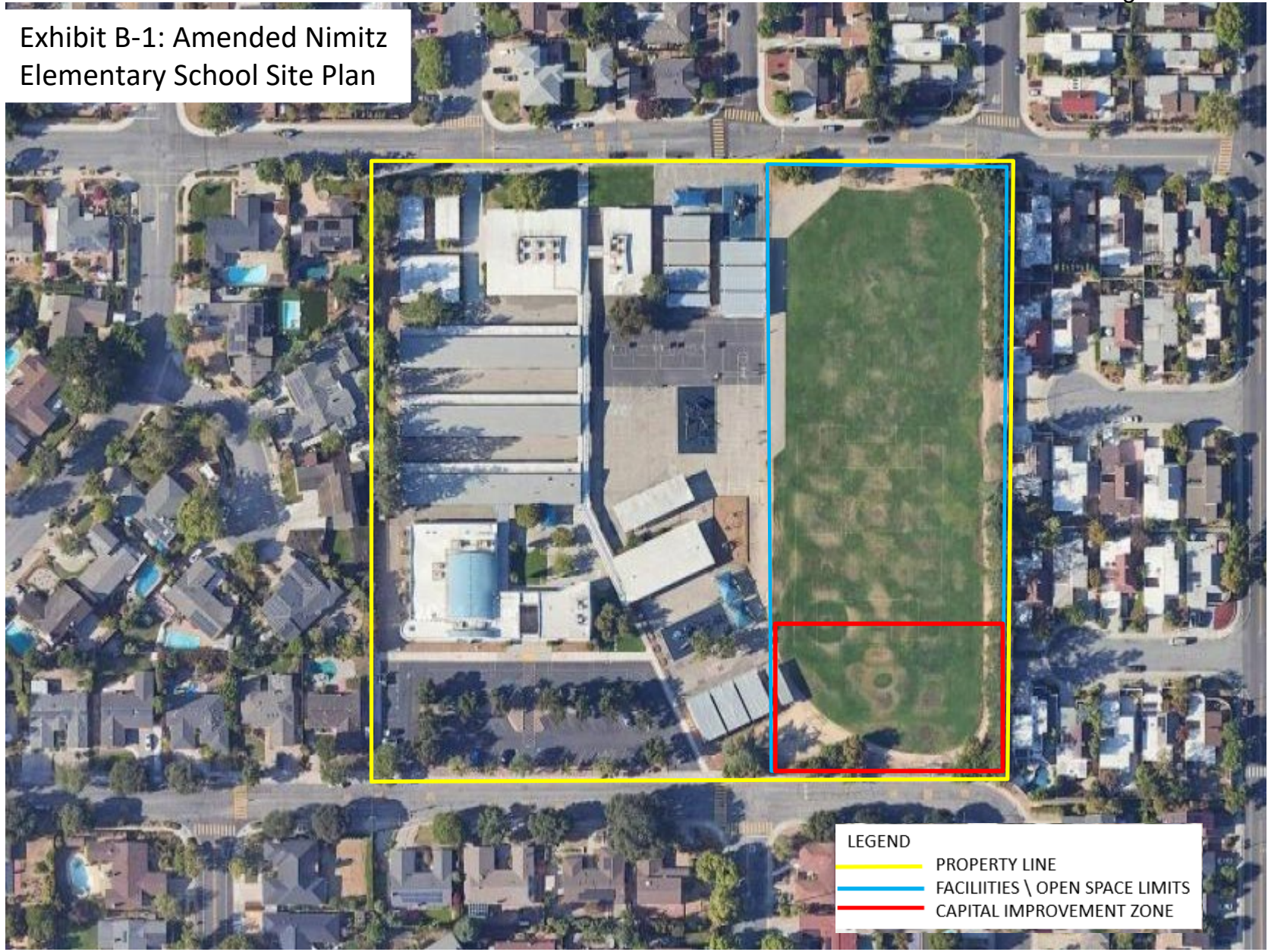
APPROVED AS TO FORM:

By \_\_\_\_\_  
Susan Yoon  
Assistant City Attorney

Exhibit A-1: Amended  
Cupertino Middle  
School Site Plan



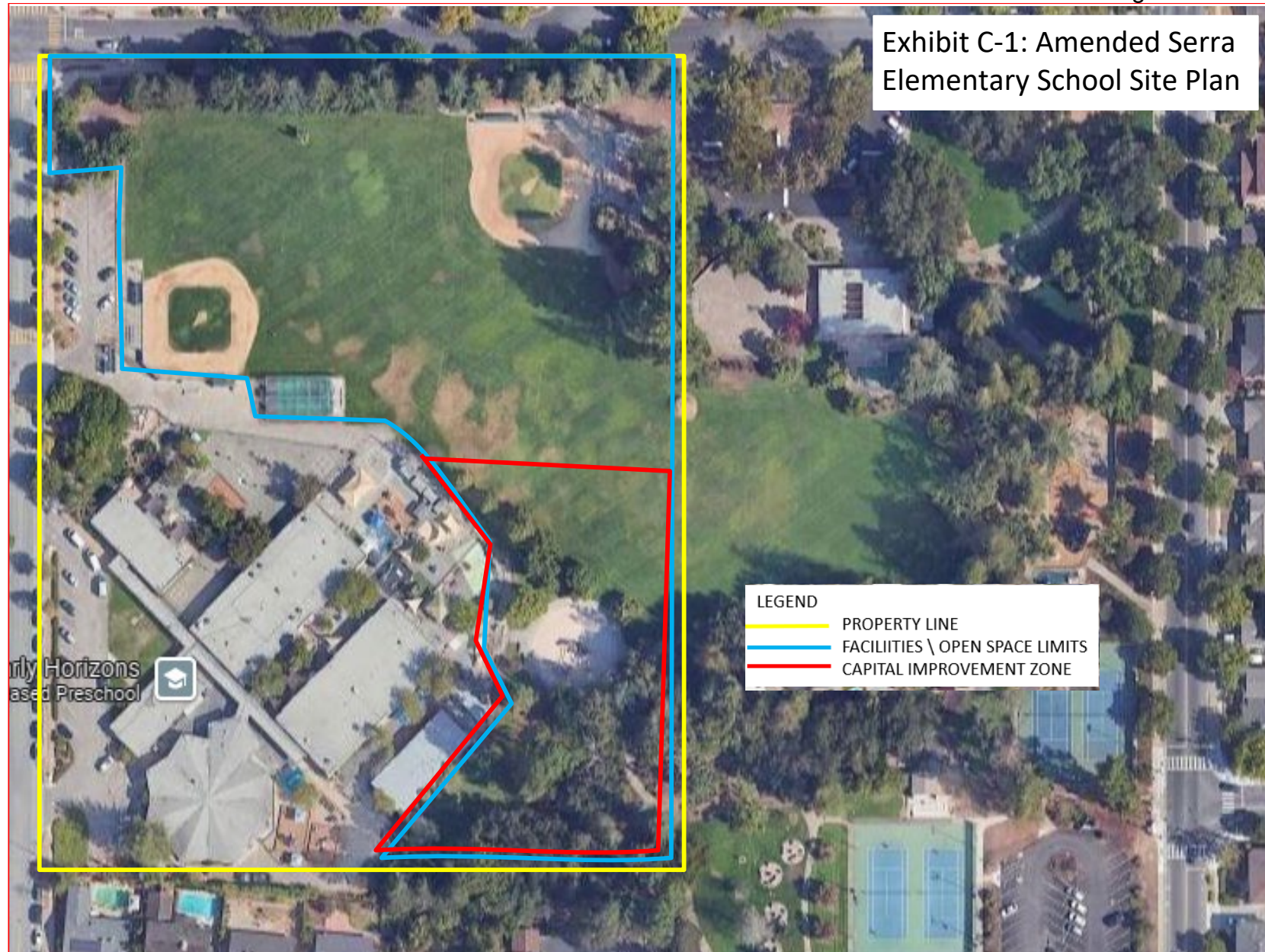
Exhibit B-1: Amended Nimitz  
Elementary School Site Plan



**LEGEND**

- PROPERTY LINE
- FACILITIES \ OPEN SPACE LIMITS
- CAPITAL IMPROVEMENT ZONE

Exhibit C-1: Amended Serra  
Elementary School Site Plan



Early Horizons  
Amended Preschool

LEGEND

- PROPERTY LINE
- FACILITIES \ OPEN SPACE LIMITS
- CAPITAL IMPROVEMENT ZONE

# Exhibit D-1: Amended Stocklmeir Elementary School Site Plan

**LEGEND**

- PROPERTY LINE
- FACILITIES \ OPEN SPACE LIMITS
- CAPITAL IMPROVEMENT ZONE

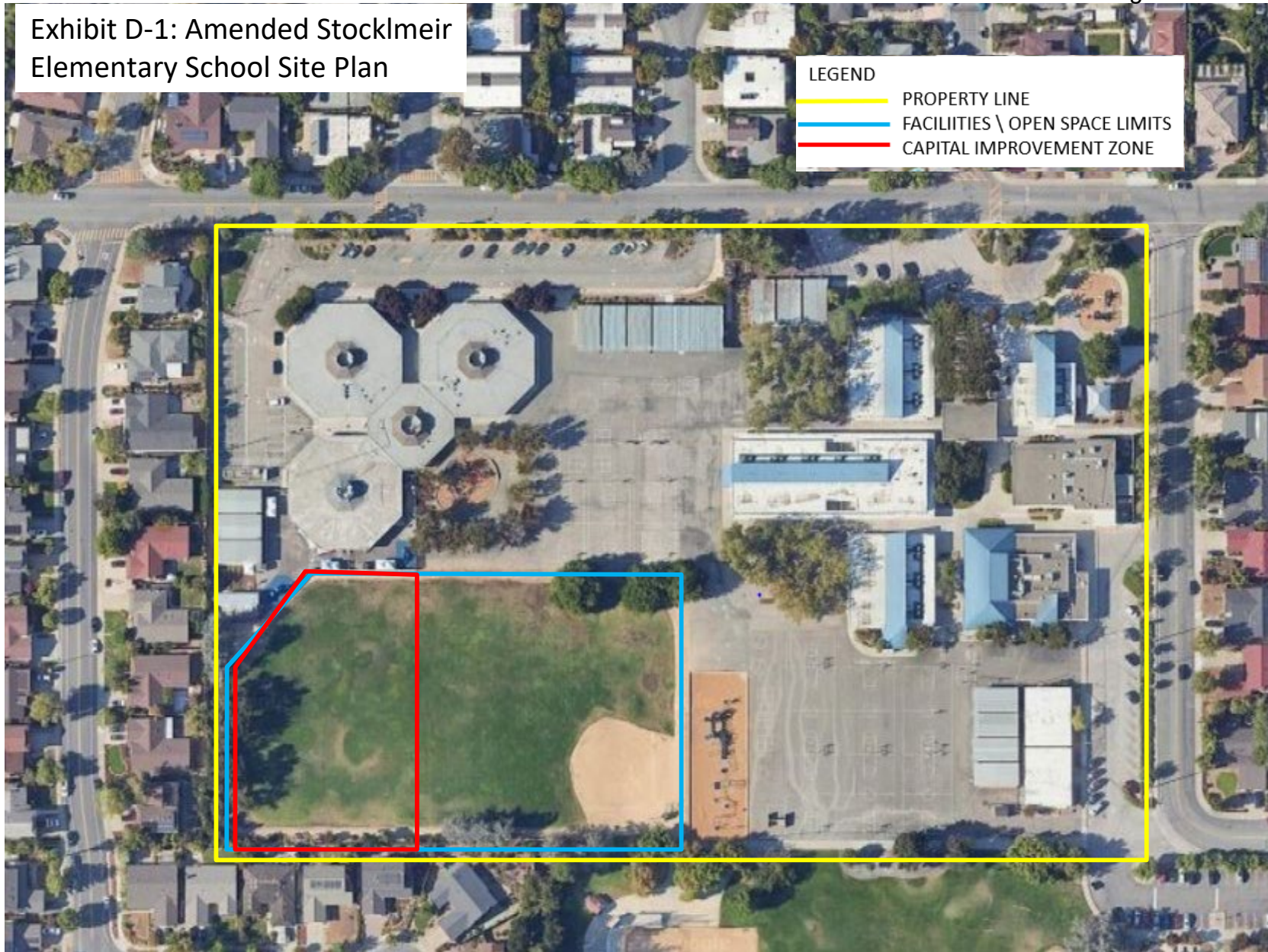
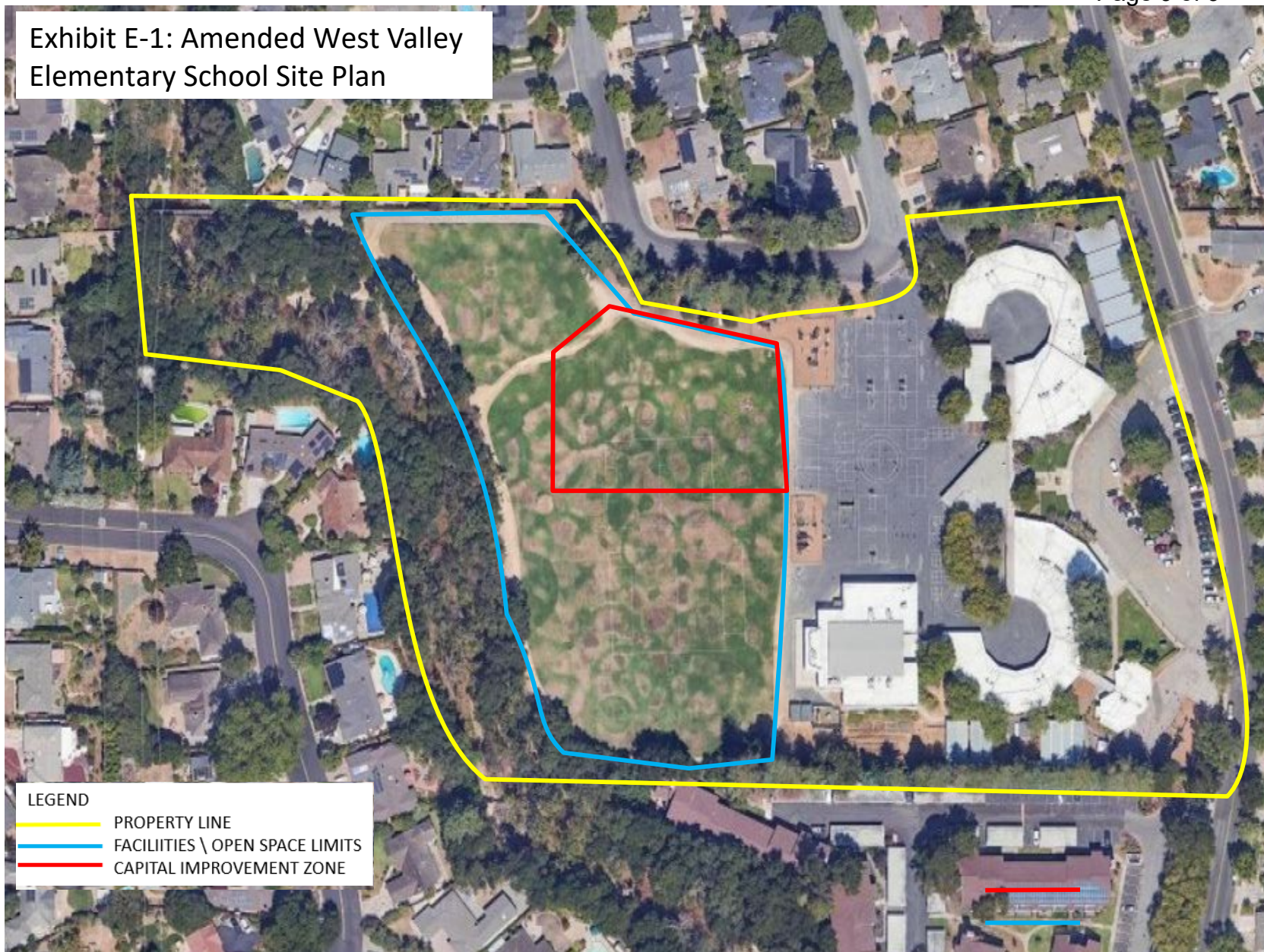




Exhibit E-1: Amended West Valley  
Elementary School Site Plan



**LEGEND**

- PROPERTY LINE
- FACILITIES \ OPEN SPACE LIMITS
- CAPITAL IMPROVEMENT ZONE