

LEASE AGREEMENT

This Lease Agreement (Lease) is made on this 13th day of April 2021, by and between the Azusa Unified School District, A California Public School District (District), and the East San Gabriel Valley Regional Occupation Program (ROP) (Tenant), upon the approval and ratification of the governing board of each organization.

ARTICLE 1: PROGRAM AND BUILDING

The District owns the real property located at 1134 S. Barranca Avenue, in the City of Glendora, County of Los Angeles, California, more commonly known as the former site of the Sierra Adult School (Premises). Tenant is the East San Gabriel Valley Regional Occupation Program, a California Joint Powers Agency operating the regional occupational program and providing Career Technical Education to District and other school districts as members of the Joint Powers Agreement.

ARTICLE 2: LAND, CLASSROOMS, BATHROOMS, AND OTHER TO BE INCLUDED IN LEASE; and RATE

- A. The District and ROP agree the lease will include those portions of the SITE, as indicated on Attachment A, incorporated in full by reference (including sole usage of the frontage parking along Barranca Avenue; the Rear parking as may be needed from time to time; and the paved asphalt area and play area next to Building G rooms 21-23);
- B. RATE: District agrees to lease, and ROP agrees to occupy, at the rate of \$0.75 sq. ft for those areas listed on Attachment A.
- C. ROP OPTION: **Upon approval from the Azusa Unified School District Board of Education**, the ROP will have the option to occupy additional buildings on campus at the District rate listed in "B" above, for the options on the following: CR 24, the back portion of Admin #24, Building R2 (classrooms 28, 29, 30, 31, 32), Computer Lab, and Building R3 (classroom 27) in the event of future growth of the ROP programs and offerings.

ARTICLE 3: TERM

The term of this Lease shall be for three years and 2 months. The Lease shall commence on May 1, 2021, and shall end on June 30, 2024, unless terminated sooner under any provision herein **with monthly lease payment due on or before the 15th of each month**. If the ROP holds possession of the premises after the expiration of the term of the lease, or any renewals or extensions thereof, ROP shall become a tenant from month-to-month upon the terms and conditions herein specified and ROP shall continue in possession until such tenancy shall be terminated by District or ROP by a written notice given at least six (6) months prior to the date of termination.

ARTICLE 4: MAINTENANCE & REPAIRS; GROUNDS KEEPING; UTILITIES

A. MAINTENANCE & REPAIRS:

1. District shall provide ROP with access keys to all leased facilities, locks, and gates. ROP is authorized to make necessary copies of District for ROP personnel assigned to work at the leased premises.
2. District will be solely responsible for repair/replacement and costs related to safety and/or age deterioration of any portion of the Leased premises;
3. District shall repair/replace, and the ROP shall be billed a cost by the District, for District repairs to premises for damages directly caused by employees of the ROP or ROP students;
4. District and ROP shall share equally in cost (50%/50%) for repair/replacement of building infrastructure due to wear/tear and usage by the ROP.
5. The parties agree to meet and agree on whether a maintenance issue falls within item 1 or item 3 above.

B. GROUNDS KEEPING:

1. The District will be solely responsible for all grounds keeping.

C. UTILITIES:

1. The District shall continue to provide utility services to the campus site, as the ROP will only occupy a small portion of the site, as shown in Attachment A.
2. The ROP shall pay its share of electric utility services based on the usage outline on the bill.
3. The ROP shall pay its share of water services based on the usage outline on the bill.
4. The ROP shall pay its share of natural gas based on the usage outline on the bill.

ARTICLE 5: ROP TENANT IMPROVEMENTS; ROP TENANT FFE; ROP TENANT INFORMATION TECHNOLOGY INFRASTRUCTURE

- A. ROP shall be solely responsible for its tenant improvements **upon District approval.** ~~and the District so authorizes the ROP to make tenant improvements.~~ District shall have no liability for any tenant improvements on the premises.

- B. ROP shall be solely responsible for its Furniture, Fixtures, and equipment necessary for its operations;
- C. ROP will be solely responsible for its Information Technology infrastructure and needs.

ARTICLE 6: DISCRIMINATION

ROP will not discriminate against any program participant regarding race, ethnicity, language, sex, or religion. The tenant will accept disabled participants whenever ROP believes the child may safely participate in the program.

ARTICLE 7: CANCELLATION/TERMINATION

District may terminate this Lease by giving the ROP written notice of termination at least six (6) months prior to the date of termination. On the giving of the notice, all of the ROP's rights in the premises shall terminate. Upon giving of the notice of termination ROP shall surrender and vacate the premises, and District may reenter and take possession of the premises and eject the ROP ~~or any of ROP's subtenants~~, assignees, or other person or persons claiming any right under or through ROP or eject some and not others or eject none. This Lease may also terminate by a judgment specifically providing for termination. Any termination under this section shall not release ROP from payment of any sum then due District or from any claim for damages or rent previously accrued or then accruing against the ROP. The ROP may not have subtenants or sublease any or portion of the District premises.

ARTICLE 8: INDEMNITY; INSURANCE REQUIREMENTS; and HOLD HARMLESS

A. INDEMNITY:

To the fullest extent permitted by California law, Tenant agrees to indemnify, reimburse, hold harmless, and defend District, its officers, employees, and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorney's fees) on account of, or arising out of, its negligence in its operation and/or its negligent use or occupancy of the Leased portion of the Premises, specifically including, without limitation, any liability for injury to the person or property of the Tenant, its agents, officers, employees, licensees, and invitees. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Tenant's Indemnification of District shall not apply to damage, injury, or death caused by the gross negligence or willful misconduct of District, its officers, trustees, employees, volunteers, or agents.

Except for District's, or District's employee's, officer's, director's, or agent's, willful or grossly negligent conduct, Tenant hereby agrees that District shall not be liable for any injury to Tenant's business or operations, or loss of income therefrom, or for damage to the property of Tenant or District, Tenant's employees, invitees or any other person in or

about the Premises; nor shall District be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, or invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether such damage results from conditions arising upon the Premises or upon other portions of the building or buildings in which the Premises are a part, or from any other sources or places. District shall not be liable to Tenant for any damages arising from any act or neglect of any other tenant, if any, of the building or buildings in which the Premises are located.

B. INSURANCE:

Tenant shall, at its sole cost and expense, procure and maintain, concurrent with the execution of and for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Tenant, including, but not limited to, the Tenant's agents, representatives, officers, employees, or volunteers. Payment for insurance shall be the sole responsibility of the Tenant. The following insurance coverage(s), as applicable, are required:

1. Commercial general liability insurance equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than \$10,000,000 per occurrence and \$10,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractors' liability, abuse and molestation liability, public officials' errors and omissions liability, educators' legal liability, employment practices liability, cyber liability, and cross liability protection. The District, its Board of Trustees, and their officials, employees, volunteers, and agents shall be named as additional insureds by endorsement equivalent in scope to ISO form CG 20 26 11 85.
2. Commercial automobile liability insurance equivalent in scope to ISO form CA 00 01 06 92 covering symbol 1, "Any Auto" in an amount not less than \$10,000,000 combined single limit. The District, its Board of Trustees, and their officials, employees, volunteers, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the Landlord, its Board of Trustees, and their officials, employees, volunteers, and agents. If student transportation is not provided by the ROP, the limits may be changed to an amount not less than \$1,000,000 combined single limit.
3. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.
4. "Special perils" form personal property insurance covering Tenant's personal property on the Premises against any peril included in the classification of "Special Form" for an amount not less than 100% of the replacement cost. If applicable, said policy shall name District as an additional insured and loss payee, as its interests may appear.
5. Acceptability of Insurers. The insurance required herein must be placed with carriers as follows:
 - a) Non-admitted in California and subject to Section 1763 of the Insurance Code

(a current list of eligible surplus lines insurers is maintained by the California Department of Insurance at <https://www.slacal.com/resources/insurer-member-lookup>) with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or

- b) Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or
 - c) For Worker's Compensation only, admitted (licensed) in the State of California.
 - d) ROP and District may sell, insure, or provide insurance through a joint powers authority.
6. Verification of Coverage. Tenant shall furnish to the District the documentation set forth in paragraph 7. below prior to the effective date of the Lease and, at least 30 days prior to expiration of the insurance required herein, furnish to the District renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. District reserves the right to require complete, certified copies of all insurance required herein at any time. The Tenant shall notify District in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured. This notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.
7. Documentation Required. The certificates and endorsements shall be received and approved by District before the Lease commences. As an alternative, Tenant may submit certified copies of any policy that includes the required endorsement language set forth herein.
- a) General liability insurance endorsement. The following are required:
 - ADDITIONAL INSURED endorsement equivalent in scope to ISO form CG 20 26 11 85 naming the District, its Board of Trustees, and their officials, employees, volunteers, and agents as additional insureds.
 - CANCELLATION endorsement which provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self-insurance of the District, its Board of Trustees, or their officials, employees, volunteers, or agents as respects operations of the Named Insured. Any insurance maintained by the District, its Board of trustees, or

their officials, employees, volunteers, or agents shall be in excess of Tenant's insurance and shall not contribute to it.

- SEVERABILITY OF INTEREST endorsement which provides that Tenant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the District, its Board of Trustees, or their officials, employees, or agents.

b) Workers' compensation and employer's liability insurance endorsements. The following are required:

- CANCELLATION endorsement which provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
- WAIVER OF SUBROGATION endorsement which provides that the insurer will waive its right of subrogation against the District, its Trustees, and their officials, employees, volunteers, and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy.

8. Self-insured programs and self-insured retentions. Approval. Any self-insurance program, or self-insured retention must be approved separately in writing by the District's Risk Manager or designee and shall protect the District, its Board of Trustees, and their officials, employees, volunteers, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions.
9. Legal Defense. Tenant is expressly obligated to provide for the legal defense and investigation of any claim against District as an additional insured and for all costs and expense incidental to such defense or investigation.
10. No Limitation on Liability. Such insurance as required herein shall not be deemed to limit Tenant's liability relating to performance under this Lease. District reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Lease. Tenant understands and agrees that, notwithstanding any insurance, Tenant's obligation to defend, indemnify, and hold District, its trustees, officials, agents, volunteers, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of

1501 Del Norte Street
West Covina, CA 91790

ARTICLE 10: MISCELLANEOUS

- A. MECHANICS LIEN: ROP shall: (i) pay for all labor and services performed for materials used by or furnished to ROP or any contractor employed by ROP with respect to the Premises; and (ii) indemnify, defend and hold District and the Premises harmless and free from the perfection of any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, or materials used by or furnished to, ROP or any contractor employed by ROP with respect to the Premises, and, (iii) give notice to District in writing fifteen (15) days prior to employing any laborer or contractor to perform services related to, or receiving materials for use upon, the Premises; and, (iv) permit District to post a notice of non-responsibility in accordance with the statutory requirements of California Civil Code Section 3094 or any amendment thereof. In the event ROP is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include District as an additional obligee.
- B. Inspection of Premises: ROP agrees to provide District with a set of keys to the Premises for emergency repairs. ROP shall permit District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing District maintenance and repair responsibilities, a notice of non-responsibility for alterations, additions, or repairs. District and its authorized agents and representatives shall have the right throughout the term of this lease for the purpose of inspecting the Premises or exhibiting them to prospective lessees, purchasers or mortgagees. At any time prior to the expiration of the term of this Lease, District, for the purpose of showing the Premises to prospective tenants/ bidders may place upon the Premises “for Lease”; or “For Sale” signs, provided said signs shall not suggest that ROP’s business is for sale.
- C. WAIVER: The waiver by District or ROP of any breach of any term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of that term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
- D. COOPERATION: District agrees to provide advanced notice to enter said premises (except for emergency repairs outlined 10-B above) and ROP shall cooperate with the District in reaching amicable arrangements concerning such matters as use of the parking areas, student and staff security measures. District agrees that at no time shall District authorize non-District personnel to be authorized to enter the ROP school campus at any time without proper District supervision at all times, for student safety and security.

- E. ALTERATIONS AND IMPROVEMENTS: ROP may, upon District approval, at its sole cost and expense, construct or cause to be constructed on the Premises those improvements which Tenant deems necessary to its operation.

- F. CASUALTY DAMAGE: In the event that any portion of the Premises are destroyed or damaged, District or ROP may, upon written notice to the other, given within thirty (30) days after the occurrence of such damage or destruction elect to terminate or renegotiate this Lease, provided, however, that either party may, within thirty (30) days after receipt of such notice, elect to make the required repairs and/or restoration, in which event this Lease shall remain in full force and effect, and the party having made the election to restore or repair shall thereafter diligently proceed with the repairs and/or restoration.

ARTICLE 11: AMENDMENT

Amendments to this Lease Agreement shall be in writing. Amendments to the Attachments may be agreed to by the Superintendent of the District and ROP.

ARTICLE 12: ENTIRE AGREEMENT

This Lease constitutes the entire understanding between the parties hereto and no addition to or modification of any term or provision of this Lease shall be effective until set forth in writing signed by both District and ROP.

ARTICLE 13: SIGNATURES AND RATIFICATION

IN WITNESS WHEREOF, District and Tenant have executed this Lease, through their respective officers or representatives, duly authorized, as of the day and year shown below.

AZUSA UNIFIED SCHOOL DISTRICT:

EAST SAN GABRIEL VALLEY ROP

Arturo Ortega, Superintendent

Dr. Maura Murabito, Superintendent

Date: _____

Date: _____