

LEASE AGREEMENT

This Lease Agreement (Lease) is made on this 29th 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

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 High School (SITE). 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, which lists the total square footage to be leased. Payment will commence on the 1st of each of month, beginning May 1, 2021.
- C. ROP OPTION: The ROP will have option to occupy additional buildings on campus at the District rate listed in "B" above, for the options on the following: 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

Term of this Lease shall be for three years and 3 months. The Lease shall commence on April 1, 2021 and shall end on June 30, 2024, unless terminated sooner under any provision herein. 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 cost by the District, for District repairs to premises for damages directly cause by employees of the ROP or ROP students;
4. District shall pay for repair/replacement of building infrastructure due to normal wear/tear for usage by the ROP.
5. The parties agree to meet and find agreement on whether a maintenance issue falls with item 2 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 the small portion of the site as shown on Attachment A.
2. The ROP shall pay its share of electric utility services based on the usage outline on the bill per meter reading.
3. The ROP shall pay its share of water services based on the usage outline on the bill per meter reading.
4. The ROP shall pay its share of natural gas based on the usage outline on the bill per meter reading.

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

- A. ROP shall be solely responsible for its tenant improvements; 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 their technology need. If the District provides and or supplants any services, ROP will mutually pay for costs associated with maintaining Information Technology infrastructure and needs per ROP.

ARTICLE 6: DISCRIMINATION

ROP will not discriminate against any program participant in regards to race, ethnicity, language, sex, or religion. Tenant will accept handicapped 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 lease 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's 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.

ARTICLE 8: INDEMNITY; INSURANCE REQUIREMENTS; and HOLD HARMLESS

A. INDEMNITY:

- 1. ROP Indemnification: 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 gross negligence in its operation, and/or its gross 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.
2. DISTRICT Indemnification: DISTRICT shall hold harmless and defend and indemnify ROP from any claims, damages or expenses, including attorney's fees, arising out of or relating or in any way connected to District's negligence or willful misconduct on the Premises. To the fullest extent permitted by California law, DISTRICT agrees to indemnify, reimburse, hold harmless, and defend ROP, its Governing Board, 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 ownership of the lease premises, and its performance or failure to perform under this Lease, specifically including, without limitation, any liability for injury to the person or property of the ROP, its agents, officers, employees, licensees and invitees.

B. INSURANCE:

1. COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial/General Liability /Auto: ROP shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance and a comprehensive auto liability policy insuring ROP against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. ROP's comprehensive auto liability policy shall insure all hire owned and non-owned vehicles. ROP's commercial general insurance shall be at least as broad as the Insurance Services office (ISO) CG 00-01 form and in an amount of not less than Two Million dollars (\$2,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Five Million dollar (\$5,000,000) general aggregate policy limit. In addition, ROP shall obtain a products/completed operations aggregate policy in the amount of Two Million Dollars (\$2,000,000) and a personal injury policy in the amount of One Million dollars (\$1,000,000). Prior to the Commencement Date, ROP shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
 - a) not be canceled or altered without ninety (90) days prior written notice to District;

- b) state the coverage is primary and any coverage by District is in excess thereto;
- c) include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, ROP shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above.

2. FIRE INSURANCE: During the term of this Lease, District shall maintain at its cost a Policy of standard fire and casualty insurance limited to the value of the Premises as of the Commencement Date of this Lease. In the event of loss or damage to the Premises or any contents, each of the parties hereto, and all persons claiming under each of the parties shall look first to any insurance in its favor before making any claims against the other party, and to the extent possible without adding additional costs, each party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance and each party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other party.
3. WORKERS COMPENSATION INSURANCE: During the term of this Lease, Tenant shall comply with all provisions of law applicable to Tenant with respect to obtaining and maintaining workers compensation insurance. Tenant shall provide District prior to the Commencement Date, a certificate of insurance evidencing the existence of the policy required hereunder.
4. PROPERTY/ALL RISK COVERAGE: ROP acknowledges that the insurance to be maintained by District on the Premises will not insure any of ROP's property or improvements made by ROP. Accordingly, ROP shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by ROP and personal property in, about, or on the Premises. Said policy to be for "All Risk" coverage insurance to the extent of at least (90%) of the insurable value of ROP's property. Tenant shall deliver to District, prior to the Commencement Date, a certificate of insurance evidencing the existence of the policy required hereunder.
5. MUTUALHOLD HARMLESS/RELEASE: Each party hereby releases the other party, and its partners, officers, agents and employees from any and all claims, demands, loss, expense or injury to the Premises or to the furnishings, fixtures, equipment, inventory or other personal property of ROP in, about, or upon the Premises, which is caused by perils, events or happenings, which are covered by the insurance required by this Lease or which are the subject of insurance carried by DISTRICT and/or ROP and in

force at the time of loss. Each party shall procure an appropriate clause in, or an endorsement to all policies required by this Lease or any other insurance policy maintained by ROP or District, pursuant to which the insurance company or companies waive subrogation or consent to a waiver of a right of recovery against the other party. ROP and District may sell, insure, or provide insurance through a joint powers authority.

ARTICLE 9: NOTICE

Any notice, demand, request, consent, approval or communication which either party is required or may desire to send or deliver to the other party, shall be mailed, certified mail, return receipt requested, postage prepaid, or delivered, with all charges prepaid, to the other party at the address listed below, or to such address as either party may designate to the other from time to time in writing. Any notice mailed in accordance with the above provisions shall be deemed to be received on the third business day after the notice is mailed.

District: Attn.: Arturo Ortega
Azusa Unified School District
546 Citrus Avenue
Azusa, CA 91702

ROP: Attn.: Maura Murabito, Ed.D.
Superintendent
East San Gabriel Valley ROP
1134 S. Barranca Avenue
Glendora, CA 91740

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:** It is mutually understood and recognized by District and ROP that the ROP operates a Community Day School School-Site, of which the Leased portion of Premises is a part, and may not be used by other parties, including District. 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, 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: _____