

TEHACHAPI UNIFIED SCHOOL DISTRICT
Teaching – Understanding – Serving – Developing

LEASE AGREEMENT

THIS AGREEMENT is made by and between the Tehachapi Unified School District ("Lessor") and Kern Community College District, on behalf of Cerro Coso Community College, ("Lessee").

RECITALS

- A. Lessor is empowered by the provisions of Education Code Section 17455, et seq. to sell or lease any real property which is not or will not, at the time of delivery of title or possession, be needed for school classroom buildings.
- B. Lessor is the owner of certain real property located in the County of Kern, together with improvements, all collectively referred to as "the property" and more fully described in Exhibit A, which is incorporated in this Lease.
- C. The property is not and will not, at the time of delivery of possession and title, be needed for school classroom buildings by Lessor.

In consideration of their mutual promises and covenants, Lessor and Lessee agree as follows:

1. **TERM.** Lessor leases to Lessee the property for a term of one year commencing on July 1, 2015, and ending June 30, 2016. This agreement will automatically renew on a month-to-month basis unless terminated by either party upon a 90 day written notice. In no event shall the term of this agreement exceed five (5) years.
2. **CONSIDERATION.** Lessee agrees to pay Lessor as rent for the property One Dollar per square foot per month (\$1.00/sq. ft./month), to be paid on or before the first of the month in advance. Delinquent payments may be subject to an interest charge of 1% per month. Lease shall be discounted based on the percentage of current TUSD students enrolled in Cerro Coso classes. If 100% of students enrolled in Cerro Coso classes are current TUSD students, there will be no consideration due. Discount will be based on Cerro Coso semesters (spring semester for July through December, fall semester for January through June).
3. **USE.** Lessee shall use the property for providing administrative and student services.
4. **PRESENT CONDITION.** Lessee acknowledges that it has inspected the property and all improvements thereon, and that the property is, on the date of this lease, in good order, repair, and condition.
5. **MAINTENANCE, REPAIRS AND JANITORIAL SERVICE.** Lessor shall maintain all the property in good order and repair and make all repairs and replacements that may

become necessary to the property. Maintenance requests should be communicated via the Maintenance & Operations Secretary at 661-822-2120. Lessor will provide basic janitorial care of the leased facility. Service will include vacuuming twice per week, dumping trash every day, and dusting hard surfaces once per week. Lessee agrees to pay a sum of \$150 per month for janitorial service.

6. ALTERATIONS AND IMPROVEMENTS. Lessee may not make alterations, improvements, or additions to the property, or enter into any contract for the making of any such alterations or improvements to the property without the written consent of the Lessor.

7. COMPLIANCE WITH LAWS. The property shall not be used or permitted by Lessee to be used in violation of any law, ordinance, or regulation. Lessee shall maintain the property in compliance with all laws, ordinances, rules, and regulation applicable to the property enacted or promulgated by any public or governmental authority or agency having jurisdiction over the property.

8. CASUALTY INSURANCE. Lessee shall, at Lessee's own cost and expense at all times during the term of this lease, keep all buildings, improvements, and other structures on the property insured for their full replacement cost against loss or destruction by fire and other perils, including vandalism and malicious mischief, commonly covered under the standard extended coverage endorsement in the county where the property is located with Lessor designated as an additional named insured.

9. LIABILITY INSURANCE. Lessee shall, at its own cost and expense, secure and maintain during the entire term of this Agreement public liability insurance insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's possession and use of the property in amounts not less than 1 million dollars per occurrence, bodily injury and property.

The policy of liability insurance shall be obtained from a company authorized to issue that insurance in California. The policy shall also contain an endorsement providing that written notice shall be given to Lessor at least 30 calendar days prior to termination, cancellation, or reduction of coverage of the policy. In addition, the policy shall contain a provision or endorsement naming Lessor as an additional insured with regard to any liability arising out of this Agreement. Within 30 days following execution of this Agreement, Lessee shall deliver to Lessor a certificate of insurance. The certificate shall make reference to all the provisions and endorsements referred to in this section and shall be signed on behalf of the insurer by its authorized representative.

10. INDEMNIFICATION. Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms. Total liability of lessee under this agreement shall not exceed \$2,000,000.00.

11. DAMAGE. If at any time, without the fault of Lessee, the property is damaged, destroyed, or otherwise rendered unusable by Lessee for a period in excess of 30 days, then further payments by Lessee to Lessor shall be abated, on a percentage basis, based upon the extent of the damages, destroyed, or unusable square footage in relation to the total square footage.

12. SUBLEASING/ASSIGNMENT. Lessee shall not encumber, assign, or otherwise transfer this lease, a right or interest in the Agreement, or any right or interest in the property or any of the improvements on the property without the express written consent of Lessor. In addition, Lessee shall not sublet the property or any part without the prior consent of Lessor. Any purported assignment or sublease without Lessor's express written consent shall be void.

13. UTILITIES. Lessor shall pay all periodic usage charges incurred for the furnishing of electricity, natural gas, garbage or refuse service, and other public utilities and services to the property during the term of this Agreement. Lessee agrees to pay a sum of \$100 per month as fair share.

14. DEFAULT. In the event Lessee defaults in the payment of any amount due under the terms of this Agreement, or defaults in the performance of any covenants and/or conditions to be performed by it, then all of Lessee's rights under this lease shall, at the option of Lessor, be terminated and Lessor shall be entitled to enter and retake possession of the property and retain all rents previously paid.

15. WAIVER. The waiver, by Lessor, of any breach by Lessee of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Lessee of the same or a different provision of this Agreement.

16. BINDING EFFECT. This agreement shall be binding on and shall inure to the benefit of the successors and assigns of each of the parties. However, nothing contained in this section shall be construed as a consent by Lessor to any assignment of this lease of any interest in this Agreement by Lessee.

17. NOTICES. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given either party by the other shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or to any managing employee or officer of that party or when deposited in the United States mail, first class postage prepaid, addressed to:

LESSOR

Tehachapi Unified School District

300 South Robinson Street
Tehachapi, CA 93561
661-822-2104
661-822-0918 (Fax)

LESSEE

Kern Community College District
Thomas J. Burke, Chief Financial Officer
2100 Chester Avenue
Bakersfield, CA 93301

Either party may change its address for purposed of this section by giving written notice to the other party in the manner provided in this section.

18. ENTIRE AGREEMENT. This Agreement, including any exhibits or schedules referred to in this Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the leasing of the property described. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

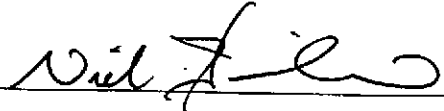
19. AMENDMENT. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

20. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired in invalidated.

The parties have executed this Agreement at Tehachapi, Kern County, California.

Date: _____

TEHACHAPI UNIFIED SCHOOL DISTRICT

By 

Chief Administrator, Business Services

Date: 7-9-15

KERN COMMUNITY COLLEGE DISTRICT

By 
Chief Financial Officer

EXHIBIT A
Description of Property to be Leased

Property is located at 126 S. Snyder Ave., Tehachapi, CA 93561 and consists of 1,376.08 square feet.

Regular Board Meeting
September 26, 2017 6:00 PM
300 S. Robinson St.
Tehachapi, CA 93561
Closed Session: 5:30 p.m.
Regular Board Meeting: 6:00 p.m.

Agenda Item: **VIII.8. Approval of Amendment to the Lease Agreement between Cerro Coso Community College and the Tehachapi Unified School District**

Rationale: The attached Amendment to the Lease Agreement between Cerro Coso Community College and the Tehachapi Unified School District is presented for review and approval. This amendment allows Cerro Coso to lease specific space within the Tehachapi Unified School District.

Attachments:
17-18 Cerro Coso Amendment to Lease Agreement

APPROVED BY TUSD BOARD OF TRUSTEES
ON 9/26/17
(DATE)

 SCANNED

TEHACHAPI UNIFIED SCHOOL DISTRICT

RECEIVED

9/21/17

AMENDMENT TO LEASE AGREEMENT

Kern Community College District
BUSINESS SERVICES

Reference is made to the Lease Agreement ("Agreement") dated July 1, 2015 through June 30, 2016, which automatically renews for a period not to exceed 5 years, between Tehachapi Unified School District ("Lessor") and the Kern Community College District ("Lessee") and related to the lease of property provided to the College by the Lessor.

WHEREAS, pursuant to the Agreement, the lessor has been providing leased space to the Lessee; and

WHEREAS, it is to the mutual benefit of both parties that Lessee continue to offer administrative services, student support services and courses in the Lessor's facility;

THEREFORE, the parties agree to amend the Exhibit A of the Agreement as follows:

Description of Property to be Leased

Property is located at the Tehachapi Education Center, 126 S. Snyder Ave., Tehachapi, CA 93561 and consists of the following room options to be selected before each semester on an as needed basis by requesting a facility use application permit.

Office/Classroom Space		Square Feet	Monthly Cost
Cerro Coso Front Office	TUSD Room #32	1,376.08 Sq. Ft.	\$1,376.08
Cerro Coso Room #1	TUSD Room #6	802.13 Sq. Ft.	\$802.13
Cerro Coso Room #2	TUSD Room # 8	817.82 Sq. Ft.	\$817.82
Cerro Coso Room #3	TUSD Room #10	770.06 Sq. Ft.	\$770.06
Cerro Coso Room #4	TUSD Room #22	791.17 Sq. Ft.	\$791.17
Cerro Coso Room #5	TUSD Room #5	1,344.93 Sq. Ft.	\$1,344.93
Cerro Coso Computer Lab	TUSD Room #2	750.94 Sq. Ft.	\$750.94
Cerro Coso Room #TBD	TUSD Room #13	960.00 Sq. Ft.	\$960.00
Cerro Coso Room #TBD	TUSD Room #14	960.00 Sq. Ft.	\$960.00
Cerro Coso Room #TBD	TUSD Room #15	975.41 Sq. Ft.	\$975.41

Except as specifically set forth above, all other terms and conditions of the Agreement shall remain in full force and effect and may only be modified in a writing duly executed by the parties.

ACCEPTED AND AGREED:

Tehachapi Unified School District

By: Susan Andreas-Beruel 9/26/17
Susan Andreas-Beruel, Superintendent Date

Kern Community College District on behalf of Cerro Coso Community College

By: Deborah A. Martin 9/21/17
Deborah Martin, Interim Chief Financial Officer Date

TEHACHAPI UNIFIED SCHOOL DISTRICT

AMENDMENT TO LEASE AGREEMENT

RECEIVED

9/21/17

Kern Community College District
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WHEREAS, pursuant to the Agreement, the lessor has been providing leased space to the Lessee; and

WHEREAS, it is to the mutual benefit of both parties that Lessee continue to offer administrative services, student support services and courses in the Lessor's facility;

THEREFORE, the parties agree to amend the Exhibit A of the Agreement as follows:

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ACCEPTED AND AGREED:

Tehachapi Unified School District

By: _____
Susan Andreas-Bervel, Superintendent

Date

Kern Community College District on behalf of Cerro Coso Community College

By: Deborah A. Martin
Deborah Martin, Interim Chief Financial Officer

9/21/17
Date