

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.

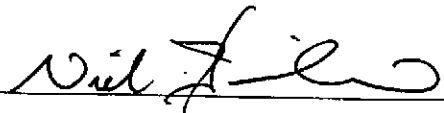
19. AMENDMENT. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

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.

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

Memorandum of Understanding for Use of Facilities

between

Kern Community College District

and

Sierra Sands Unified School District

This Memorandum of Understanding is entered into between Kern Community College District on behalf of Cerro Coso Community College, hereinafter referred to as KCCD, and Sierra Sands Unified School District, hereinafter referred to as SSUSD, for use of KCCD facilities by Sierra Sands Unified School District and the use of Sierra Sands Unified School District facilities by Kern Community College District.

This agreement begins July 1, 2017 and extends through June 30, 2022. This agreement may be reviewed and or/ revised annually by mutual consent of the parties. This agreement may be terminated by either party giving thirty (30) days written notice to the other party of its intent to terminate.

RECITALS

- A. KCCD, through its Cerro Coso Community College, operates a community college in Ridgecrest, California.
- B. SSUSD is a K-12 district operating schools in the Ridgecrest, California area.
- C. KCCD and SSUSD believe that there is mutual benefit resulting from allowing the other party to use facilities.

TERMS

Based on the recitals, the parties agree as follows:

- A. **Fees for General Purpose Facility Usage**
 - 1. KCCD will waive customary fees for use of facilities by SSUSD so long as KCCD deems there continues to be a mutual benefit resulting from this Memorandum of Understanding.
 - 2. SSUSD will waive customary fees for use of facilities by KCCD so long as SSUSD deems there continues to be mutual benefit resulting from this Memorandum of Understanding.
 - 3. Should extraordinary costs be anticipated to be incurred as a result of the use of facilities, the parties will reach agreement on the amount to be charged prior to commitment of the facility schedule.
 - 4. The waiver of fees does not extend to damage caused by negligent acts.
- B. **Agreement Specific to KCCD Athletic Complex**
 - 1. SSUSD will be responsible for providing adequate supervision for events, including parking control and security.

2. SSUSD assumes all responsibility for damage to the athletic complex and equipment, particularly the track surface, resulting from their use. SSUSD staff will work closely with KCCD to ensure adequate protection is designed and implemented for the track surface.
3. SSUSD agrees that any improvement to the athletic complex or equipment purchased for the complex that is considered permanent in nature shall become the property of KCCD.
4. SSUSD will perform game day set up. Procedures and plans for game day preparations will be discussed and approved by KCCD.
5. SSUSD will ensure that other areas, particularly those areas where college instruction is taking place, will not be used or impacted. Use of facilities is limited to areas specifically requested.
6. SSUSD agrees all work to be done on the athletic complex will be done with prior approval from KCCD and will be performed by staff or volunteers properly designated and covered for liability by their respective institution.
7. SSUSD agrees to pay for two college custodians to support the Junior Olympics event should such event be considered a SSUSD event. The rate of pay will be at the KCCD board approved rate in effect at the time of the event.
8. All dates and times of use must be requested by SSUSD a minimum of thirty (30) days in advance of use. Requests must be submitted to the Cerro Coso Community College Administrative Services Office using the request form included as part of this agreement.

GENERAL PROVISIONS

- A. Both parties, in the performance of this Memorandum of Understanding, will be acting in an independent capacity and not as agents or employees of one other. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.
- B. This Memorandum of Understanding, or any provision thereof, or any right or obligation arising hereunder, is not assignable in whole or in part without the express written agreement of the other party.
- C. Mutual Indemnification Clause
 1. SSUSD agrees to indemnify and hold harmless KCCD and its employees or agents from and against any damages including costs and attorneys' fees arising out of negligent or intentional acts or omissions of SSUSD, its employees or agents.
 2. KCCD agrees to indemnify and hold harmless SSUSD and its employees or agents from and against any damages including costs and attorneys' fees arising out of negligent or intentional acts or omissions of KCCD, its employees or agents.
- D. KCCD will annually provide SSUSD with a certificate of insurance (\$1,000,000 minimum liability required) or other sufficient proof of insurance, as required by SSUSD.
- E. SSUSD will annually provide KCCD with a certificate of insurance (\$1,000,000 minimum liability required) or other sufficient proof of insurance, as required by KCCD.
- F. Parties agree to comply with all local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. Parties further agree to comply with any applicable local, state or federal licensing standards, accrediting standards, and any other applicable standard of criteria established by local, state or federal governments.
- G. This Memorandum of Understanding may not be altered or modified except by the written agreement of both SSUSD and KCCD.
- H. This agreement may be terminated by either party upon breach of the provisions herein.

Sierra Sands Unified School District

EM Bell

Ernest M. Bell
Superintendent
Sierra Sands Unified School District
113 Felspar Avenue
Ridgecrest, CA 93555

5/25/17

Date

Kern Community College District
000 Cerro Coso Community College

Deborah A. Martin

Deborah Martin
Interim, Chief Financial Officer
Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301

6/6/17

Date



OFFICE OF BUSINESS SERVICES
2100 CHESTER AVENUE
BAKERSFIELD, CA 93301-4099
(661) 336-5117

June 6, 2017

Sierra Sands Unified School District
Attn: C. Giraldo
113 Felspar Avenue
Ridgecrest, CA 93555

RE: Kern Community College District / Sierra Sands Unified School District
Memorandum of Understanding for Use of Facilities

Dear C. Giraldo:

Attached is one fully executed original of the above-referenced Memorandum of Understanding for Use of Facilities between the Kern Community College District, on behalf of Cerro Coso Community College, and Sierra Sands Unified School District.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Deborah A. Martin" followed by a stylized monogram or initials.

Deborah A. Martin
Interim Chief Financial Officer

DAM:jpd

cc: Lisa Couch, Vice President, Finance & Administrative Services for Cerro Coso Community College