

**LEASE AGREEMENT BETWEEN
OPPORTUNITY YOUTH ACADEMY (OYA)
AND
METROPOLITAN EDUCATION DISTRICT**

This is an agreement, dated January 19, 2022, is entered into by and between the Opportunity Youth Academy (Lessee) and the Metropolitan Education District (Lessor) to provide certain facilities on the Silicon Valley Career Technical Education campus to be used for classroom, office space, and educational purposes.

IT IS AGREED between the parties as follows:

1. Facilities to be Provided

Lessor shall provide the facilities described below:

Approximately 2,416 square feet of classroom and office space for OYA programs; specifically:

- Classroom Room 107
 - 2,200 sq. ft.
- Offices in Room 815
 - Office #1 – 120 sq. ft.
 - Office #2 – 96 sq. ft.

Located at:

Silicon Valley Career Technical Education (SVCTE)
670 Hillsdale Avenue
San José, CA 95136

2. **Terms** The initial term of this lease agreement shall commence on January 1, 2022, and shall terminate on June 30, 2023 (initial lease term). The initial term of this lease agreement is for a period of 18 months. At the end of the initial 18-month term, the lease may be extended by mutual agreement of the parties. If the parties desire to extend this leasing arrangement, then prior to completion of the lease term ending June 30, 2023, the parties shall negotiate a successor lease or lease extension.
3. **Default** A breach shall exist if Lessee or Lessor fails to perform any term, covenant, or condition contained in this Lease Agreement.
4. **Termination** The agreement may be terminated if the Lessee or Lessor has any uncured breach of contract for more than 60 days. Either party shall give the responding party written notice of termination. Either party may terminate this agreement for any reason by providing the other party six months advanced notice.

5. **Waiver** The waiver by Lessor or Lessee of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.
6. **Rent** On or before April 1, 2022, Lessee shall pay Lessor the sum of \$24,000 for the period January 1, 2022 through June 30, 2022, (first six months of the initial lease term).

On or before August 1, 2022, Lessee shall pay Lessor the sum of \$50,400 for the period July 1, 2022 through June 30, 2023, (12-month balance of the initial lease term).

Rent Terms, Rent Amounts, and Payment Due Dates

<u>Term</u>	<u>Amount</u>	<u>Payment Due</u>
• January 1, 2022 – June 30, 2022	\$24,000	April 1, 2022
• July 1, 2022 – June 30, 2023	\$50,400	August 1, 2022

7. **Billing** The above rental payment shall be made in accordance with the Lessor's standard billing procedures.
8. **Access to Facilities** Lessee agrees that the Lessor or its duly authorized representative shall have all rights of ingress and egress to and from the above facilities, as the Lessor deems necessary.
9. **Repairs and Maintenance** Lessor shall, at its own expense, maintain the facilities in good repair condition suitable for the above purposes.
10. **Alterations** Lessee shall not make any alterations, changes, or additions to the facilities without obtaining prior written consent of Lessor, which consent Lessor will not unreasonably withhold. At the termination of this lease, Lessee shall return the facilities to its original condition, reasonable wear and tear expected.
11. **Utilities, Custodial Services, Technology Services**
- Utilities and custodial services shall be included in the rent amounts outlined in Article 6. Rent above.
 - Technology Services, if requested, shall be provided as needed at a rate of \$65.00/hour and shall be in addition to the rent amounts outlined in Article 6. Rent above.
12. **Damage to Premises** Lessee shall be responsible for the repair or replacement of any property of facilities of Lessor that may be lost, damaged, or stolen, arising from the negligence of the Lessee.

13. **Indemnification**

- a. The Lessee shall indemnify, hold harmless and defend the Lessor and each of its officers, officials, employees, volunteers, and agents from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Lessor, the Lessee or any other person and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Lessee or any of its employees or agents in the performance of this contract.
- b. The Lessee's obligations under the preceding sentence shall apply regardless of whether the Lessor or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the sole active negligence or by the willful misconduct of the Lessor.

14. **Liability and Workers' Compensation Insurance** It is understood and agreed that the (Lessee) maintains Liability and Workers' Compensation programs through a combination of Self-Insurance and Self-Insured pooling. Further, the fact that the (Lessee) is a Public Agency in the State of California is sufficient evidence of its ability to be financially responsible for any of its liabilities.

15. **Property Insurance** Lessee agrees to maintain "all-risk" property insurance for the full replacement value of any improvements that Lessee makes to Lessor's property. Lessee also agrees to be responsible for insuring Lessee's own business personal property (contents).

16. **Additional Insured Status** The Lessor and its governing board, officers, volunteers, and agents are to be covered as additional insureds on applicable policies with respect to liability arising out of operations performed by or on behalf of the Lessee in connection with Lessee's operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance.

17. **Verification of Coverage** Lessee shall furnish Lessor with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the applicable policies listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

18. **Compliance with Applicable Laws** Lessee agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Lessee, including, but not limited to the following:

- Department of Justice Clearance and Fingerprinting
- Mandated Reporting and Sexual Harassment Training
- Americans with Disability Act

19. **Taxes** Lessor shall pay before delinquency any and all applicable taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the Lease term upon the leased facilities as additional rent.

20. **Assignments, Subcontracts, Subleases** This agreement or any part thereof, may not be assigned or subcontracted by either party hereto, except with the written consent of the other party. Any assignment or subcontract made without such consent shall be void, and shall, at the option of the aggrieved party, terminate the agreement. Lessee shall not sublease any portion of the premises to be occupied by Lessee under this agreement.

21. **Notices** Any and all notices to be given under this Lease Agreement shall be deemed to have been duly given at three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective party at the following address:

Lessor:

Dorothy Reconose
Chief Business Official
Metropolitan Education District
760 Hillsdale Avenue
Building 400
San José, Ca 95136

Email: dreconose@metroed.net
Phone: (408) 723-6419

Lessee:

Phil Morales
Director
Opportunity Youth Academy
Santa Clara County Office of Education
1290 Ridder Park Drive
San José, CA 95131

Email: PMorales@sccoe.org
Phone: (408) 573-3261

Metropolitan Education District (Lessor)

By: _____

Its: _____

Date: _____

Opportunity Youth Academy (Lessee)

By: _____

Its: _____

Date: _____