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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Kim Jones, Director, Adult & Career Education

Meeting Date February 23, 2022

Subject Lease Agreement for 8425 MacArthur Boulevard, Oakland, California 94605, and 8411 MacArthur Boulevard, Oakland, California 94605, between Center of Hope Community Church and Oakland Unified School District

Ask of the Board Approval by the Board of Education of a Lease Agreement between the Oakland Unified School District (“District”) as lessee, and Center of Hope Community Church (“Lessor”) as lessor, for District’s lease of the premises located at 8425 MacArthur Boulevard, Oakland, California 94605 and 8411 MacArthur Boulevard, Oakland, California 94605, respectively, for the District’s Adult Education Department’s programming purposes and other District educational needs.

Background Lessor is the owner, in fee, of the real property and improvements thereto, located at 8425 MacArthur Boulevard, Oakland, California 94605 (“First Building”), and 8411 MacArthur Boulevard, Oakland, California 94605 (“Second Building”; collectively with the First Building, the “Premises”), and any improvements that shall be built thereon.

The District’s Adult Education Department is in need of space for programming purposes (the “Program”). The District desires to lease the Premises for the Program and other educational needs as deemed necessary by the District.

The District and Lessor seek to enter into a Lease Agreement (“Lease”), whereby the Lessor shall lease the First Building to the District, during such time that the Second Building is being renovated. When the renovation of the Second Building has completed, the Parties shall engage in good faith negotiations to amend the Lease.

Upon and until such amendment to the Lease, Lessor shall lease and deliver the Second Building to the District when the renovation of the Second Building has completed, and District shall lease the Second Building from the Lessor, upon the terms and conditions set forth in the Lease. At such point that the District has

completed moving into the Second Building, the District's rights and responsibilities to the use of the First Building shall terminate, and the District shall no longer be obligated to pay a monthly Lease Payment for the use of the First Building. At such point, the District's rights and responsibilities to the use of the Second Building shall commence and District's monthly Lease Payment obligation under the Lease Agreement shall apply to the District's use of the Second Building. At no point shall the District be obligated to pay a monthly Lease Payment for use of both the First Building and the Second Building.

The term of the Lease Agreement shall commence on February 24, 2022 and shall expire on July 31, 2023. The District shall have the option to extend the Lease for two (2) additional periods of twelve (12) months, on the same terms and conditions as set forth in the Lease Agreement except as expressly modified by the Parties in a mutually executed Amendment.

Fiscal Impact

\$5,000.00 monthly Lease Payment under the Lease Agreement, for the term of February 24, 2022 to July 31, 2023. The total Lease Payment for this initial term shall not exceed \$90,000.00.

If the District exercises its option to extend the Lease term, the monthly Lease Payment shall be \$5,000.00 per month during the extension term(s).

District shall deposit a total security deposit of \$5,000 with the Lessor ("Security Deposit"). The Security Deposit shall be returned to the District within thirty (30) days after the expiration or earlier termination of this Lease Agreement.

Attachment(s)

- Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of February 24, 2022, by and between the Center of Hope Community Church ("Lessor"), and Oakland Unified School District, a California public school district ("District" or "Lessee"). Lessor and District may be individually referred to herein as a "Party," or may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Lessor is the owner, in fee, of the real property and improvements thereto, located at and commonly referred to as 8425 MacArthur Boulevard, Oakland, California 94605 ("First Building") and 8411 MacArthur Boulevard, Oakland, California 94605 ("Second Building"), and any improvements that shall be built thereon;

WHEREAS, First Building and Second Building may be collectively referred to herein as the "Premises";

WHEREAS, the District's Adult Education Department is in need of space for programming purposes (the "Program");

WHEREAS, the District desires to lease the Premises for the Program and other educational needs as deemed necessary by the District;

WHEREAS, Lessor desires to lease the Premises to the District; and

NOW THEREFORE, for good and valuable consideration of the covenants and agreements hereinafter set forth, District and Lessor agree as follows:

AGREEMENT

1. LEASE OF PREMISES.

A. Lessor hereby leases the First Building to District, and District hereby leases the First Building from the Lessor, as depicted in Exhibit "A", attached hereto and incorporated herein by this reference, upon the terms and conditions set forth in this Lease, during such time that the Second Building is being renovated.

2. TERM. The term of the Lease shall commence on February 24, 2022 ("Commencement Date") and expire on July 31, 2023 ("Term"). The District shall have the option to extend the Lease for two (2) additional periods of twelve (12) months (collectively, the "Extension Terms"), on the same terms and conditions as set forth in the Lease, except as expressly modified by the Parties in a mutually executed amendment.

A. Lessor shall provide District with written notice within seven (7) days of completion of the renovation of the Second Building.

B. When the renovation of the Second Building has completed, the Parties shall engage in good faith negotiations to amend this Lease, including but not limited to the Term of this Lease and the depiction of the Second Building which shall be added to Exhibit "A" hereto.

C. Upon and until such amendment to this Lease, Lessor shall lease and deliver the Second Building to the District when the renovation of the Second Building has completed, and District shall lease the Second Building from the Lessor, upon the terms and conditions set forth in this Lease. At such point that the District has completed moving into the Second Building, the District's rights and responsibilities to the use of the First Building

shall terminate, and the District shall no longer be obligated to pay a monthly Lease Payment for the use of the First Building. At such point, the District's rights and responsibilities to the use of the Second Building shall commence and District's monthly Lease Payment obligation under this Lease shall apply to the District's use of the Second Building. At no point shall the District be obligated to pay a monthly Lease Payment for the use of both the First Building and the Second Building.

3. PURPOSE OF LEASE. The purpose of this Lease is for the District to use the Premises for operation of the District's Adult Education Department for programming purposes (the "Program") and other educational needs as deemed necessary by the District.

4. LEASE PAYMENTS.

A. District agrees to pay to the Lessor, as rent for the beneficial use and occupancy of the Premises during the Term, a total monthly Lease Payment in the amount of Five Thousand dollars (\$5,000) per month of the Term. The monthly Lease Payment shall be payable in advance commencing as of the Commencement Date and thereafter on or before the first day of each and every successive calendar month during the Term hereof, subject to a ten (10) calendar day grace period each month for payment of the monthly Lease Payment.

B. In the event this Lease commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the Lease Payment shall be prorated on a 30-day basis for the partial months involved.

C. District shall deposit a total security deposit of Five Thousand dollars (\$5,000) with the Lessor ("Security Deposit"). The Security Deposit shall be returned to District within thirty (30) days after the expiration or earlier termination of this Lease.

5. USE OF PREMISES.

A. District shall use the Premises for operating the Program and for other educational needs, as deemed necessary by the District.

B. Lessor shall use commercially reasonable efforts to minimize interference with District's operations including, but not limited to, during Lessor and/or Lessor's contractors' demolition, construction, alteration, and/or renovation of the Premises.

C. District agrees not to commit, or suffer to be committed, any waste on the Premises, nor shall it maintain or commit any nuisance on the Premises, or use the Premises for any unlawful purpose.

6. SERVICES.

A. Services Provided by Lessor. Subject to the provisions of this Lease and commencing as of the Commencement Date, Lessor shall furnish the Premises with the following services: (a) adequate electrical wiring and facilities and power for normal general use; (b) heating and air conditioning when necessary for normal comfort for normal general use in the Premises, from Monday through Friday, during the period from 7:00 a.m. to 6:00 p.m., except for District holidays, subject to governmental or utility rules, regulations, and guidelines applicable thereto; (c) janitorial services customary for comparable buildings, Monday through Friday, except District holidays; (d) Repairs and maintenance services for the Premises, including but not limited to maintenance and repairs to the life safety, vertical transportation systems, or structural elements of the Premises; (e) city water from the Premises' outlets for drinking, lavatory, and toilet purposes; and (f)

replacement of lamps and ballasts for lighting fixtures within the Premises. As used in this Lease, the term "structural elements of the Premises" are defined as and shall be limited to the foundation, footings, floor slab, roof, and structural walls excluding doors. Plumbing, electrical, heating, ventilation, and air conditioning systems shall also be considered "structural elements of the Premises." Lessor shall, during the Term hereof, pay all charges for water, sewage, gas, and electricity used in or on the Premises, and shall hold District harmless from any liability thereof. Lessor shall pay for the removal of rubbish from the Premises, and shall hold District harmless from any liability thereof.

- B. Services Provided by District. Except for the services provided by Lessor as expressly set forth in Section 6(A) above, District shall pay all charges for telephone and data supplied to the Premises for the District's use, as well as security directly related to the District's use.

7. MAINTENANCE AND REPAIRS.

- A. During District's lease of the First Building, District shall, at its sole cost and expense, maintain and repair the interior walls, ceilings, and doors of the First Building in a good, clean, and sanitary condition, excluding normal wear and tear, consistent with the condition of the First Building existing at the time of delivery in accordance with applicable law. District shall not be required to make alterations, additions, improvements, structural repairs, or structural replacements to the First Building and/or the Premises, which shall be the Lessor's responsibility.
- B. During District's lease of the Second Building, District shall, at its sole cost and expense, maintain and repair the interior walls, ceilings, and doors of the Second Building in a good, clean, and sanitary condition, excluding normal wear and tear, consistent with the condition of the Second Building existing at the time of delivery in accordance with applicable law. District shall not be required to make alterations, additions, improvements, structural repairs, or structural replacements to the Second Building and/or the Premises, which shall be the Lessor's responsibility.
- C. Lessor agrees to make a yearly maintenance needs assessment of the Premises annually during the Term and any extension thereof.
- D. District will be responsible for toilet replacements and clogged toilets, while the Lessor will be responsible for main sewer lines that are clogged, damaged, or broken due to no fault of District.
- E. If, in the event that any maintenance and/or repairs are necessitated for the Premises, which are the obligation of Lessor hereunder, and Lessor does not conduct such maintenance and/or repairs, District may elect to perform, but is not obligated to perform, such maintenance and/or repairs. In such event, Lessor shall reimburse District within thirty (30) days after receipt of billing for the reasonable cost of such work (including but not limited to the cost of labor, overhead, materials, equipment, and District's reasonable supervision fee). District shall have no liability to Lessor for any damage, inconvenience, or interference with the use of the Premises by Lessor as a result of performing any such work.

8. ALTERATIONS AND IMPROVEMENTS.

- A. District has no obligation and has made no promise to alter, remodel, construct, improve, decorate, or paint the Premises, the improvements, and/or any part thereof.
- B. Notwithstanding the foregoing, with prior written approval of the Lessor, District may, at

its sole cost and expense, construct or cause to be constructed on the Premises those improvements which District deems necessary to the operation of its business provided such improvements are subject to local site, zoning, and design review and other required approvals and provided Lessor has approved all such improvements in writing. Lessor's approval shall be at its discretion but shall not be unreasonably withheld.

- C. Within ninety (90) days after District's completion of construction of any work of improvement on the Premises, District shall deliver to Lessor two (2) full and complete sets of as-built plans for the work so completed.
- D. Upon the expiration or sooner termination of this Lease, District shall, upon written demand by Lessor, at District's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by District and which have been designated in writing by Lessor to be removed, and District shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

9. INDEMNIFICATION.

- A. District Indemnification. District agrees to indemnify, reimburse, hold harmless, and defend Lessor, its trustees, officers, employees, and agents against any and all claims, causes of action, judgments, obligations or liabilities arising from any breach or default in the performance of any obligation on District's part to be performed under the terms of this Lease, or arising from any act or omission of the District, or any officer, employee, agent, guest, or invitee of the District, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.
- B. Lessor Indemnification. Lessor agrees to indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees, and agents against any and all claims, causes of action, judgments, obligations, or liabilities arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease, or arising from any act or omission of the Lessor, or any officer, employee, agent, guest, or invitee of Lessor, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. Lessor shall give prompt written notice to District's Risk Manager in case of casualty or accidents, or risk thereof, in or on the Premises.

10. INSURANCE.

- A. Commercial General Liability Insurance and Auto Insurance. District shall, at District'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 Lessor and District against claims and liabilities arising out of the District's operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including leased parking areas, if any. District's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. District's commercial general insurance shall be at least as broad as the insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Three Million dollars (\$3,000,000) 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, District shall obtain a personal injury policy in the amount of One Million dollars (\$1,000,000).
- B. Workers' Compensation Insurance. During the Term of this Lease, District shall comply with all provisions of law applicable to District with respect to obtaining and maintaining workers' compensation insurance.

- C. Property Insurance.
- (i) Lessor agrees to maintain property insurance and loss of rent insurance for the Premises.
 - (ii) District shall, at its own expense, maintain in full force and effect an insurance policy on all its fixtures, equipment, improvements made by District and personal property in, about, or on the Premises. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of District's property.
- D. Certificates of Insurance and Endorsements. Prior to the Commencement Date, District shall deliver to Lessor a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
- (i) Not be canceled or altered without thirty (30) days prior written notice to Lessor;
 - (ii) Insure performance of the indemnity set forth herein;
 - (iii) State the coverage is primary and any coverage by Lessor is in excess thereto;
 - (iv) Contain a cross liability endorsement; and
 - (v) Include a separate endorsement naming Lessor as an additional insured.
- E. The insurance required under this section and all renewals thereof shall be issued by such good and responsible insurance companies qualified to do and doing business in the State of California. Each policy shall affirmatively state that the policy shall not be canceled or altered in such manner as to adversely affect the coverage afforded thereby without thirty (30) days' prior written notice to Lessor.
- F. Lessor acknowledges that District may be permissibly self-insured under applicable provisions of the California Government Code. In connection therewith, District shall provide on an annual basis to Lessor adequate proof of self-insurance and excess liability coverage evidencing proof of coverage as required under this Lease. District shall provide to Lessor a Certificate of Insurance naming Lessor as an "Additional Insured" with respect to the obligations under this Lease, the use of Premises and any other obligations of District as required herein this Lease, and to the extent District's self-insurance does not cover in full District's obligations hereunder, District shall comply with the requirements set forth in this section. Because District is a public agency, it shall have the right to provide proof of insurance from its "pooled" insurance provider. District shall provide proof of self-insurance and any other applicable insurance to Lessor concurrent with the execution of this Lease. If District thereafter terminates its self-insurance program, District will give Lessor at least thirty (30) days' prior written notice thereof its election and will simultaneously furnish evidence of the insurance required hereunder. Notwithstanding anything to the contrary herein, District's right to self-insure shall not in any way diminish or reduce District's coverage obligations as set forth herein or the rights, remedies, and other benefits afforded Lessor as a consequence thereof or under this Lease.
- G. In the event of loss or damage to First Building, the Second Building, the leased 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 claim 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.

11. CASUALTY DAMAGE.

- A.** In the event that any portion of the Premises are destroyed or damaged by an uninsured peril, Lessor or District may, upon written notice to the other, given within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease; provided, however, that either Party may, within thirty (30) days after receipt of notice, elect to make the required repairs and/or restoration at that Party's sole cost and expense, 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.
- B.** In the event the Premises are damaged or destroyed from any insured peril to the extent of fifty percent (50%) or more of the then replacement cost of the Premises, Lessor or District may, upon written notice, given to the other within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease. If neither Party gives notice in writing within this period, Lessor shall be deemed to have elected to rebuild or restore the Premises, in which event Lessor shall, at its expense, promptly rebuild or restore the Premises to their condition prior to the damage or destruction. In the event the Premises are damaged or destroyed from any insured peril to the extent of less than fifty percent (50%) of the then replacement cost of the Premises, Lessor shall at Lessor's expense, promptly rebuild or restore the Premises to their condition prior to the damage or destruction.
- C.** In the event that, pursuant to the foregoing provisions, Lessor is to rebuild or restore the Premises, Lessor shall, within thirty (30) days after the occurrence of such damage or destruction, provide District with written notice of the time required for such repair or restoration. If this period is longer than one hundred twenty (120) days from the issuance of a building permit, District may, within thirty (30) days of receipt of Lessor's notice, elect to terminate the Lease by giving written notice to Lessor of this election, whereupon the Lease shall immediately terminate. The period of time for Lessor to complete the repair or restoration shall be extended for delays caused by Force Majeure beyond the control of Lessor. Lessor's obligation to repair or restore the Premises shall not include restoration of District's trade fixtures, equipment, merchandise, or any improvements, alterations, or additions made by District to the Premises.

12. TAXES. Lessor shall pay all property taxes on a timely basis.

13. DEFAULT.

- A. Events of Default.** A breach of this Lease shall exist if any of the following events shall occur and the default shall not have been cured within ten (10) days after written notice from Lessor (hereinafter referred to as "Event of Default"):
- (i) Default in the payment when due of any installment of rent or other payment required to be made by District hereunder.
 - (ii) The vacating or abandonment of the Premises by District before the expiration of the Lease Term.
 - (iii) The failure by District to utilize the Premises as authorized by this Lease and the terms and conditions set forth herein.

- (iv) Failure to keep in effect insurance as required herein.
- (v) District's failure to perform any other term, covenant or condition contained in this Lease and the failure shall have continued for thirty (30) days after written notice of such failure is given to District; however, should District's default involve a serious risk to the safety of the students or an illegal use of the Premises, such cure must occur immediately. In the event the Lessor has notified District of default on the same basis on two prior occasions, the period to cure shall be reduced to five (5) business days. On the fourth occasion of default, the Lessor may dispense with a cure period and determine that District is in material default and may commence termination of this Lease pursuant to Section 13(B).

B. Termination.

- (i) Termination by Lessor. Upon Event of Default, Lessor may terminate this Lease by giving District written notice of termination. Upon the giving of the notice of termination, District shall surrender and vacate the Premises in the condition required under this Lease, ordinary wear and tear notwithstanding, and Lessor may re-enter and take possession of the Premises and all the remaining improvements or property and eject District or any of District's sub-tenants, assignees or other person or persons claiming any right under or through District or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this section shall not release District from the payment of any undisputed Lease Payment then due Lessor.
- (ii) Termination by District. District shall have the right to terminate the Lease by giving Lessor written notice of termination.

14. SIGNS. District shall, at District's cost, have the right and entitlement to place District's signs on the Premises without obtaining prior approval and consent of Lessor. Any signs shall be at District's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of such signs, Lessor agrees to cooperate with District in obtaining any governmental permits which may be necessary. Throughout the Term of this Lease, District shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Lease, District shall remove any signs that it has placed on the Premises and shall repair any damage caused by the installation or removal of those signs.
15. QUIET ENJOYMENT. If and for so long as District pays the monthly Lease Payment, performs the covenants and conditions hereof and is not otherwise in default hereunder, District shall peaceably and quietly have, hold, and enjoy the Premises for the full Term of this Lease and any renewals and/or extensions thereof, subject, however, to the terms and conditions of this Lease. This covenant (and any and all other covenants of Lessor contained in this Lease) shall be binding upon Lessor and its successors.
16. SURRENDER OF THE PREMISES. On the last day of the Term hereof, or on sooner termination of this Lease, District shall remove all property belonging to the District and any then-existing improvements in good order, condition, and repair, reasonable wear and tear excepted, free and clear of all liens, claims, and encumbrances, and shall promptly surrender and deliver the Premises to the Lessor, reasonable wear and tear excepted. Any property not so removed after thirty (30) days of the expiration or termination of this Lease shall be deemed to have been abandoned by District and may be retained or disposed of by Lessor, as Lessor in its sole discretion sees fit. The condition of the Premises shall be similar to that existing as of the Commencement Date of this Lease excepting normal ordinary wear and tear and any structural improvements made by Lessor subsequent to the Commencement Date.

17. INSPECTION OF PREMISES. District agrees to provide Lessor with a set of keys for emergency repairs. District shall permit Lessor and its agents to enter the Premises upon reasonable notice to the District, to the extent possible, the purpose of inspecting the same, or performing Lessor's maintenance and repair responsibilities. To the extent possible, Lessor shall schedule its entry to the Premises with the District, to ensure such entry is outside of District's school hours. Lessor's right to enter the Premises shall not disturb the District's possession and quiet enjoyment of the Premises.
18. HOLDING OVER. Should District hold over in possession after the expiration of the original Term or any extended Term of this Lease, the holding over shall not be deemed to extend the Term or renew the Lease, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at the monthly rent ("Holding Over Rent") of the last expiring Term unless District and Lessor mutually agree in writing to a different rental amount.
19. EMINENT DOMAIN. If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain, including any conveyance or assignment in lieu of any condemnation or taking, this Lease shall terminate as to the part so taken as of the date of the taking and, in the case of a partial taking, either Lessor or District shall have the right to terminate this Lease as to the balance of the Premises by written notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by District of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature as substantially to handicap, impede, or impair District's use of the balance of the Premises. In the event of any taking, Lessor shall be entitled to any and all compensation, damages, income, awards, or any interest therein whatsoever that may be due and paid in connection therewith, and the balance of the award, if any, shall be paid to District. Nothing herein shall prevent District from pursuing a separate award specifically for its relocation expenses and for the taking of any of its personal property or trade fixtures so long as such separate award of District does not diminish any award otherwise due Lessor as a result of such taking or condemnation. In the event of a partial taking of the Premises that does not result in a termination of this Lease, the monthly Lease Payment thereafter to be paid and any other sums required to be paid hereunder shall be equitably reduced. In such event, Lessor shall perform such work as shall be reasonable and necessary to restore the remainder of the Premises to an architectural unit, properly enclosed, with all reasonable and necessary facilities for the continued occupancy thereof by District.
20. NOTICES.
- A. Notice to Lessor. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to Lessor by District described in this Lease shall be in writing and shall be deemed duly served and given when personally delivered to Lessor, to any managing employee of Lessor, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Lessor at Center of Hope Community Church, 8400 MacArthur Boulevard, Oakland, CA 94605, Attn: Pastor Brndon Reems, Pastor Maria Reems, cohccministries@yahoo.com. Lessor may change its address for the purpose of this section by giving written notice of that change to District in the manner provided in this section.
- B. Notice to District. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to District by Lessor described in this Lease shall be in writing and shall be deemed duly served and given when personally delivered to District, to any managing employee of District, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Oakland Unified School District, 1000 Broadway, Suite 300, Oakland, CA 94607, Attn: Office of the General Counsel. District may change its address for the purpose of this

section by giving written notice of that change to Lessor in the manner provided in this section.

21. RECITALS. The introductory paragraph and the recitals contained in this Lease are incorporated herein and made a part of this Lease.
22. GOVERNING LAW, JURISDICTION AND VENUE. This Lease has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California. To the fullest extent permitted by California law, Alameda County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease.
23. COMPLIANCE WITH LAWS. In accordance with the provisions of this Lease, the Parties shall, at their respective sole cost and expense, promptly comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and/or regulations, now in force or which may hereafter be in force, as applicable to the Premises; the use of the Premises; the demolition, construction, alteration, and/or renovation of the Premises; and/or the Program. Lessor agrees to be responsible for Americans with Disabilities Act ("ADA") compliance applicable to the Premises, to the extent required by law.
24. NOT CONSTRUED AGAINST DRAFTER. The Parties each acknowledge that they have read this Lease, have had the opportunity to review it with an attorney of their respective choice, and have agreed to its terms. No Party shall be deemed to be the drafter of this Lease, or of any particular provision or provisions, and no part of this Lease shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Lease.
25. SEVERABILITY. The provisions of this Lease are declared to be severable, and if any provision herein is invalidated by any court, the remaining provisions shall not be affected thereby and shall be fully enforceable, unless such enforcement would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Lease.
26. ASSIGNMENT. Neither Party may assign this Lease without the other Party's consent and written approval. Any assignment of this Lease must be in writing and signed by Lessor and District. Any assignment by the Lessor must not disturb the District's possession and quiet enjoyment of the Premises.
27. SUCCESSORS. This Lease contains all covenants, agreements, representations and provisions thereof and shall inure to the benefit of and be binding upon the respective heirs, legal representatives, executors, administrators, successors and assigns of the Parties hereto, unless otherwise expressly stated herein.
28. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and each and all of its provisions.
29. SURRENDER OF LEASE NOT MERGER. The voluntary or other surrender of this Lease by District, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or operate as an assignment to Lessor of any or all subleases or subtenancy.
30. WAIVER. The waiver by Lessor or District 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 the term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. CAPTIONS AND HEADINGS. The captions and section headings used in this Lease are for the

purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Lease.

32. FORCE MAJEURE. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials, or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, freight embargoes, and other causes beyond the reasonable control of the Party obligated to perform (collectively, "Force Majeure"), notwithstanding anything to the contrary in this Lease, shall excuse the performance of such Party for a period equal to any such prevention, delay, or stoppage and, therefore, if this Lease specifies a time period for performance of any obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure.
33. AUTHORITY. Each individual executing this Lease on behalf of its respective Party hereby represents and warrants that s/he is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with a duly adopted resolution of the Board of Education of the District or in accordance with such other form of authorization as may be applicable, and that this Lease is binding upon said entity in accordance with its terms.
34. COUNTERPARTS. This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, the Parties agree that this Lease may be delivered either by a Party or its counsel by fax or electronically (by email transmission) to the other Party or its counsel and that signatures so transmitted shall be deemed to be binding on the Party whose signature is so transmitted.
35. FULL EXECUTION REQUIRED; CONDITION PRECEDENT. Submission of this instrument for examination or signature by District does not constitute a reservation of or option to Lease, and it is not effective as a Lease or otherwise until execution and delivery by both Lessor and District. This Lease, and the obligations of the Parties set forth herein, shall be conditioned on approval by the District's Board of Education.
36. 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 Lessor and District. Any agreements, warranties or representations not expressly contained herein shall in no way bind either Lessor or District, and Lessor and District expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly and mutually executed by the Parties hereto.

[Signatures to follow on next page]

IN WITNESS WHEREOF, LESSOR and DISTRICT have executed this Lease as of the date written on the first paragraph of this Lease

OAKLAND UNIFIED SCHOOL DISTRICT

G.S.D. Yee

2/24/2022

Dr Gary Yee, President, Board of Education

Ky Johnson

2/24/2022

Dr. Kyla Johnson-Trammell, Superintendent and Board Secretary

APPROVED AS TO FORM:

Caitlin Kent

1/28/2022

OUSD Facilities Attorney

CENTER OF HOPE

Paul Reems Pastor

[INSERT]

Jan. 27, 2022

Date

Melissa Pastor

[INSERT]

Jan 27, 2022

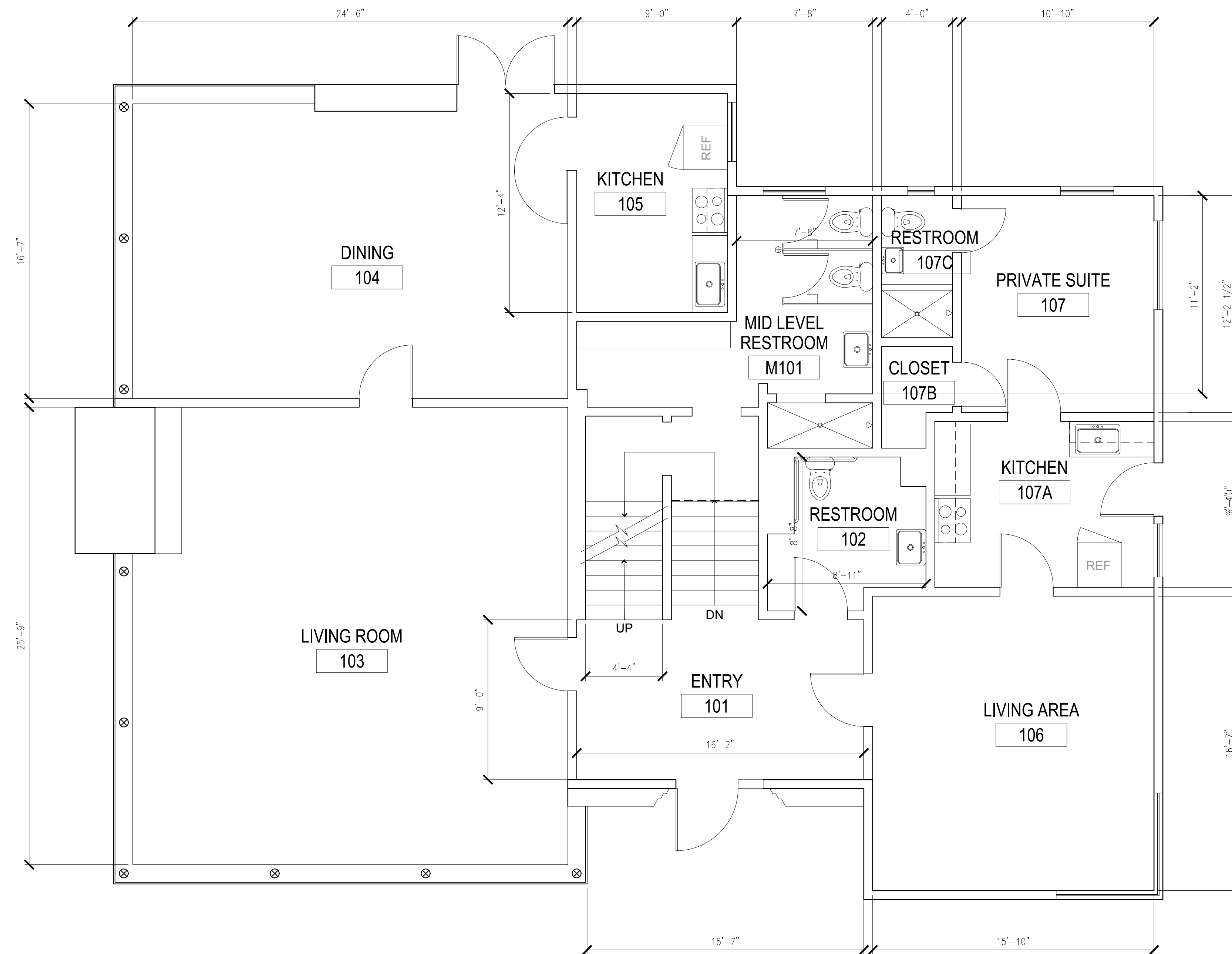
Date

EXHIBIT A

FLOOR PLANS OF PREMISES

[To be inserted by Lessor]

PROJECT
DANIEL'S DEN
 8425
MACARTHUR BLVD
 OAKLAND, CA 94605



REVISION	DATE

DATE:	9/5/2019
JOB NUMBER:	-
PHASE:	-
ISSUED FOR:	-
PERMIT NUMBER:	-
SCALE:	AS NOTED

TITLE:
FLOOR PLANS - EXISTING
GROUND FLOOR & MID
LEVEL RESTROOM

SHEET:

A-101

1 EXISTING FLOOR PLAN
 A-101 GROUND FLOOR AND 1ST MID LEVEL RESTROOM

1/4" = 1'-0"

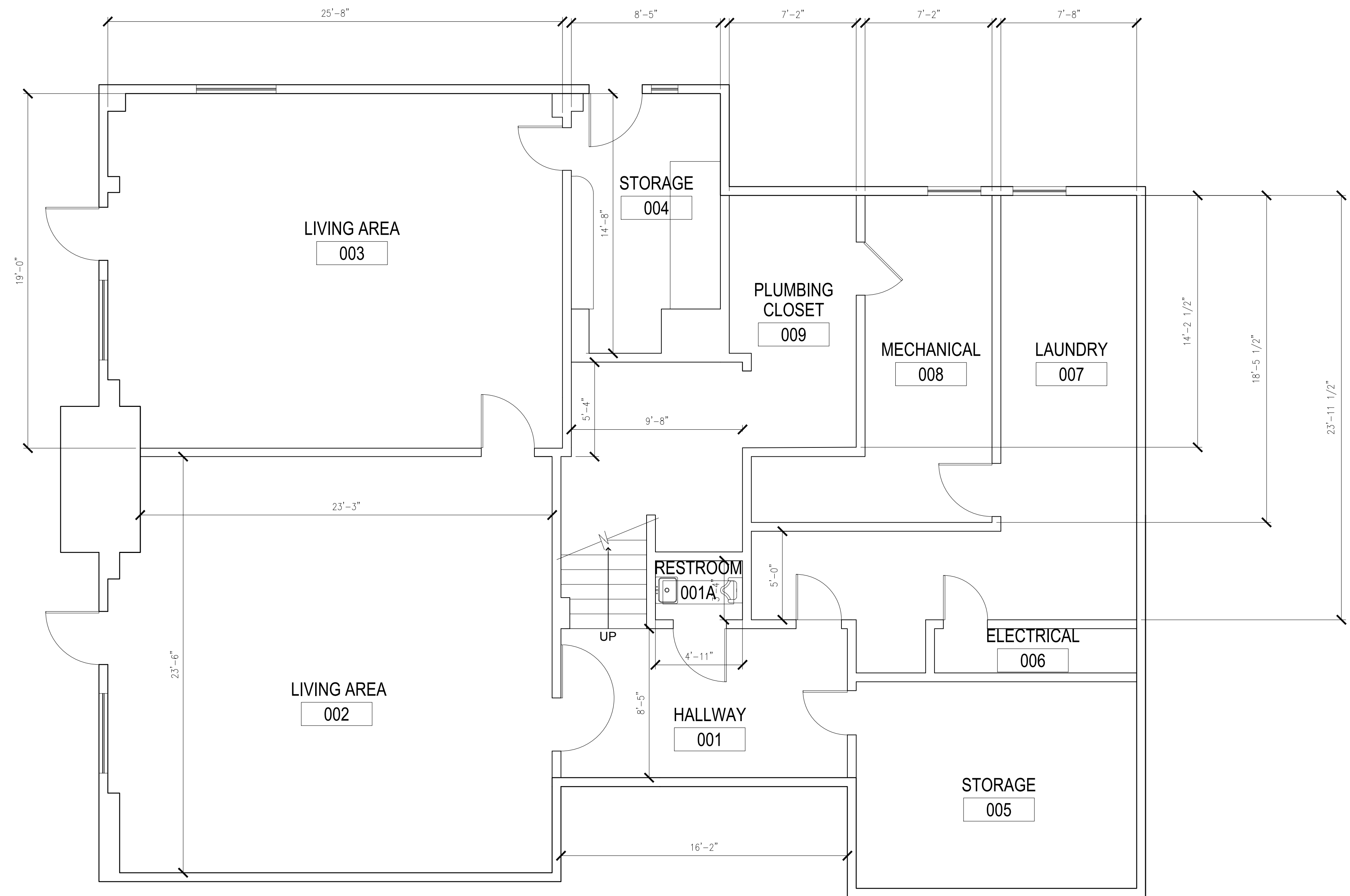
PROJECT
DANIEL'S DEN
 8425
 MACARTHUR
 BLVD
 OAKLAND, CA 94605

REVISION	DATE

DATE: 9/5/2019
 JOB NUMBER: -
 PHASE: -
 ISSUED FOR: -
 PERMIT NUMBER: -
 SCALE: AS NOTED

TITLE:
FLOOR PLANS - EXISTING
BASEMENT LEVEL

SHEET:
A-102



1
 A-102 EXISTING FLOOR PLAN
 BASEMENT LEVEL

1/4" = 1'-0"

A-101 A-102 Floor Plans.dwg 9/16/2019 18:51

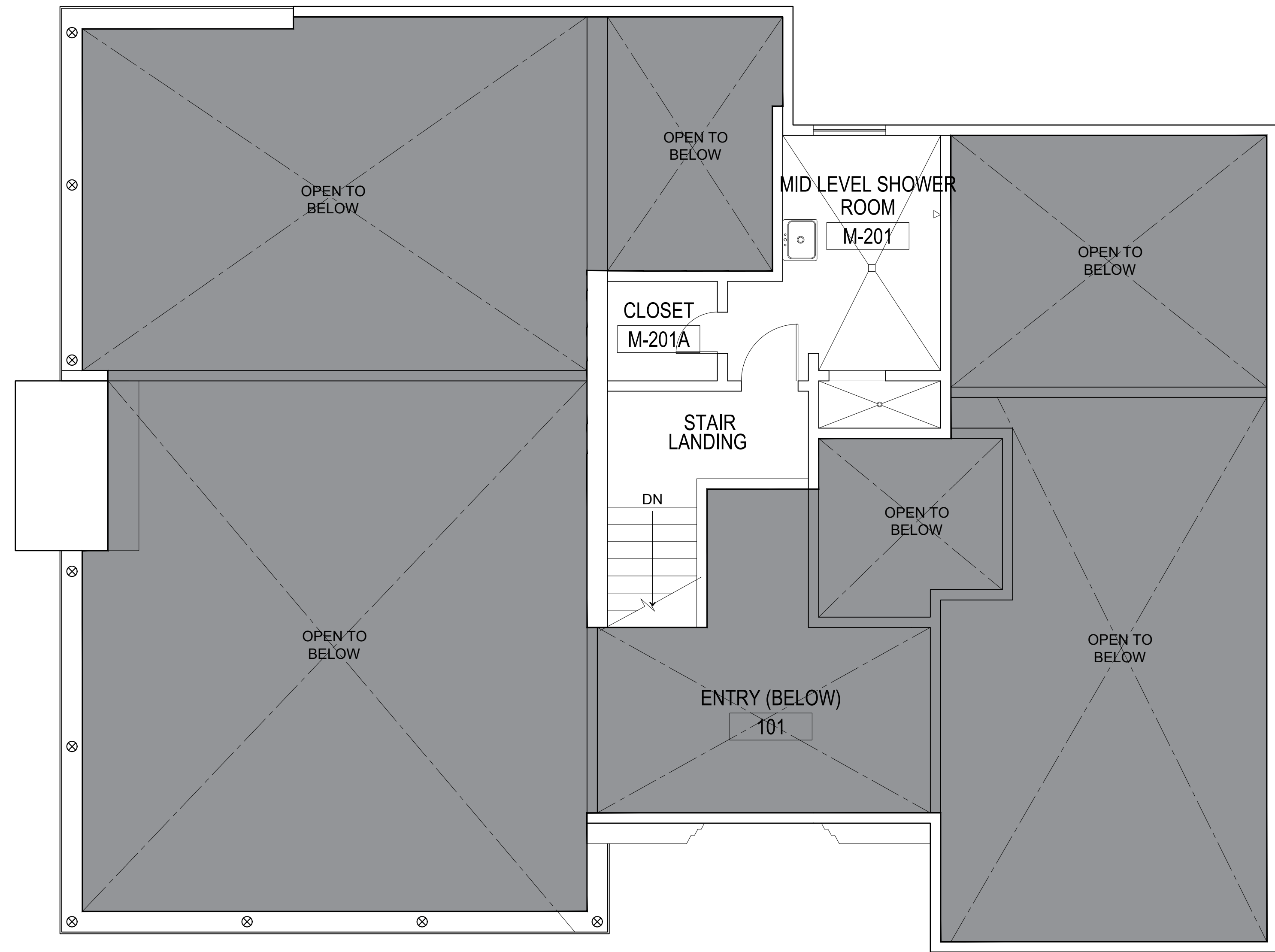
PROJECT
DANIEL'S DEN
8425
MACARTHUR
BLVD
OAKLAND, CA 94605

REVISION	DATE

DATE: 9/5/2019
JOB NUMBER: -
PHASE: -
ISSUED FOR: -
PERMIT NUMBER: -
SCALE: AS NOTED

TITLE:
FLOOR PLANS - EXISTING
SECOND MID-LEVEL
RESTROOM

SHEET:
A-103



1 EXISTING FLOOR PLAN
A-103 SECOND MID LEVEL RESTROOM

1/4"=1'-0"

A-101 A-102_Floor Plans.dwg 9/16/2019 18:50