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Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Christie Anderson, Executive Director, Early Childhood Education
Board Meeting Date December 12, 2018
Subject Lease Agreement - Alameda County Office of Education, Infant and Family Support Program - Burbank Child Development Center - Early Childhood Education

Action Requested and Recommendation Approval by the Board of Education of a Lease Agreement between the District and Alameda County Office of Education, Infant & Family Support Program, Hayward, CA, for the latter as Lessee for use of the Burbank Early Childhood Center at 3550 - 64th Avenue, Oakland, CA, space, as is, to operate a center based portion of its program for toddlers, in addition to serving as office and meeting space, per the terms and conditions set forth herein, for the period of October 1, 2018 through June 30, 2019, in the amount of \$550.00 monthly for a total amount not to exceed \$6,600.00.

Background
(Why do we need these services? Why have you selected this vendor?) Alameda County Office of Education, Infant & Family Support Program will use a classroom at Burbank Early Childhood Center, at 3550 - 64th Avenue, Oakland, CA, 94605, to operate a center based portion of its program for toddlers, in additional serving as the office and meeting space.

Competitively Bid Was this contract competitively bid? No

Fiscal Impact Funding resource(s): Alameda County Office of Education will pay monthly rent in the amount of \$550.00, for a total amount not to exceed \$6,600.00.

Attachments

- Lease Agreement
- Certificate of Insurance

OAKLAND UNIFIED SCHOOL DISTRICT
Oakland, California

Infant & Family Support Program
Alameda County Office of Education
LEASE AGREEMENT

This AGREEMENT is entered into this October 1, 2018 by and between the, OAKLAND UNIFIED SCHOOL DISTRICT, 2850 West Street, City of Oakland, County of Alameda, State of California ("Lessor") and the Alameda County Office of Education, 313 West Winton Avenue, City of Hayward, County of Alameda, State of California ("Lessee").

WITNESSETH:

WHEREAS, Lessee is in need of space to operate its program; and

WHEREAS, Lessor has space most suitable to this need; and

WHEREAS, Lessor is willing to lease such space to Lessee on the terms and conditions set forth herein,

NOW, THEREFORE, the parties agree as follows:

1. **PREMISES.** Lessor shall lease to Lessee those certain premises described as classroom 9 Burbank Early Childhood Center, 3550 64th Avenue, City of Oakland, CA 94605, County of Alameda, State of California, (the "Premises"). Lessee accepts the premises in "as is" condition. Access to restroom facilities shall also be provided.
2. **USE.** Lessee shall use the premises to house and operate a program serving infants and toddlers with disabilities, birth through 2 years of age, and their families. The classroom is for the center based portion of the program for toddlers, 18-36 months of age, in addition to serving as office/meeting space for staff and families. Specifically the Lessee shall not use or permit the use of the premises for overnight living accommodations. Lessee shall not permit noises which may interfere with the other programs operating at the school.
 - a. Lessee shall provide Lessor with a calendar of its activities.
3. **TERM.** The term of this lease shall commence October 1, 2018 and terminate June 30, 2019. Annually, the parties shall review and renegotiate the rent, including utilities and restroom supplies. Either party may terminate this lease or any renewal of it by giving the other party written notice of its intention not to renew at least 60 days prior to the expiration of this lease or any extension thereof. However, should legislation be passed which affects the use of public schools as child care center, either party may terminate this lease on ten days' notice, rent to be prorated accordingly.

4. **SECURITY.** Lessor shall be responsible for maintenance of security over the premises, including restroom facilities.

5. **CONFORMANCE WITH APPLICABLE REGULATIONS.** Lessee shall maintain the facility in a manner that meets all the zoning, building, safety, fire, and licensing regulations relating to the operation of the premises for the use specified in Paragraph two of this Agreement in the State of California, City and County of Alameda or adopted by the OUSD Board of Education.

5.1 Lessee shall vacate the premises during school fire drills.

5.2 Lessee will establish and maintain a safety program that satisfies all Lessors' requirements for conduct, behavior and safety and will otherwise comply with all Lessor's policies and regulations.

5.3 Lessee shall conform to all regulations for any State of California agency having jurisdiction over child care programs

5.4 Lessee shall conform to all provisions of the Child Care Guidelines adopted by the Board of Education of Lessor as amended from time to time.

Failure to comply with any of the conditions and requirements of permitted use described above shall constitute a default and be grounds for termination of this Agreement.

6. **PUBLIC LIABILITY INSURANCE.** Lessee shall keep in force during the term of this lease, at Lessee's expense, public liability insurance in companies and through brokers approved by Lessor to protect against liability to the public incident to the use or: by or resulting from any acts or omissions of Lessee, the liability under said insurance to be not less than one million dollars (\$1,000,000) for any one person injured, or one million dollars (\$1,000,000) for any one accident, and one million dollars (\$1,000,000) for property damage. Lessee shall furnish Lessor a certificate of insurance in a form satisfactory to Lessor naming Lessor, its employees, directors and agents as additional insureds on said policy. The insurance policy shall provide that it will not be terminated by the insurance carrier on less than thirty days written notice to Lessor. If Lessee should fail to procure and maintain said insurance, Lessor may terminate this Lease, or at its option may procure and maintain the same, at the expense of Lessee.

7. **WORKERS' COMPENSATION.** Lessee shall procure and maintain Workers' Compensation Insurance as required by Labor Code Section 3700.

8. **FIRE AND EXTENDED COVERAGE.** Lessee shall keep in force during the term of this lease fire and extended insurance coverage for personal property on premises. Lessee shall not do or permit anything to be done in or about the premises or bring or keep anything in the premises that will in any way increase the rate of fire insurance upon the building in which the premises are situated.

9. **FURNITURE AND EQUIPMENT.** Lessee shall be permitted to move into the classrooms, furniture and/or equipment used in its program. Coordinating with the Lessor, the Lessee shall remove said furniture and equipment at the termination of the lease and not in excess of one week past that date.
10. **INSTALLATION AND REMOVAL OF FIXTURES AND EQUIPMENT.** Lessor may, with the written approval from the administrative Director of Maintenance-Operations-Lessee may, with the written approval from the Executive Director of Special Education for Lessor, Install in the assigned room a telephone and, during or within one week at the conclusion of its use, shall remove the same from the premises. This phone line will be a separate line and number is to be used solely by and in the name of ACOE Infant & Family Support Program. Lessor shall pay all costs of installation and operation of such telephone. In the installation and removal of such telephone and other equipment and fixtures, the work shall be done in a careful, workman like manner and without injury to the structural strength of the building wherein they have been situated. The building shall be restored to substantially its original condition unless otherwise mutually agreed to by the parties hereto.
11. **LESSOR'S FURNITURE AND EQUIPMENT.** Lessor may at its option remove any of Lessor's furniture and equipment from the premises. Lessee shall exercise reasonable care for property of the Lessor left on the premises during the period of Lessee's occupancy.
12. **ALTERATIONS.** Lessee shall not make any alterations of the premises without first obtaining the written consent of the Executive Director, Building & Grounds of Lessor. Any alterations shall become at once a part of the premises and property of Lessor except as otherwise provided herein. Any alterations shall be made at no expense to Lessor.
13. **MAINTENANCE REPAIRS AND CUSTODIAL SERVICES.**
- a) Lessor agrees to provide custodial services daily consisting of trash removal, sweeping and bathroom cleaning. In addition, once weekly wet mop, vacuum and dust. With this exception Lessee shall be responsible for general care and maintenance of the classrooms and restrooms during the time of Lessee's use. Lessee shall be responsible for the repairs and/or replacement of the facilities, fixtures and equipment caused by its use of the facilities.
 - b) Lessor agrees that it shall keep the exterior of the Lessee space free of graffiti for the term of the Lease and any and all extension thereto.
14. **EXPIRATION OF LEASE.** Lessee agrees at the expiration of the term of this lease and any renewal to quit and surrender said premises; fixtures and equipment in as good state and condition as at the beginning date of this lease, reasonable wear and tear excepted.
15. **UTILITIES.** Lessor shall pay utilities, except telephone charges related to paragraph 10 above.
16. **RENT.** \$550.00 a month for a total of \$6,600.00
17. **CALENDAR.** Lessor will provide OUSD with a program calendar. A one-year calendar of the dates the program will be conducted and the dates the program will be closed is attached hereto as Exhibit A and incorporated herein by this reference. Lessee agrees to conduct the

program every day that the Oakland Public Schools are in session, and will by means of a new calendar delivered to Lessor a minimum of thirty days before the start of the annual calendar period, notify Lessor of all dates when the program will be in session. Lessee will notify Lessor a minimum of thirty days in advance of any change in the calendar, except in the case of emergencies. In the case of an emergency closure of the program, Lessee will provide Lessor as much notice of such closure as is reasonably necessary. For purposes of this section, Emergency shall be defined as it is defined in California Education Code Section 46392.

18. **TIME OF ESSENCE.** Time is hereby declared to be of the essence of this lease.

19. **SUCCESSORS AND ASSIGNS.** This lease is and shall be binding on the successors and assigns of the respective parties hereto.

20. **EARLY TERMINATION.** Except as provided at paragraph three, either party may terminate this lease upon 60 days written notice to the other. Lessee shall have no further responsibilities for rental payments to Lessor upon such termination.

21. **INDEMNIFICATION.** Lessee shall indemnify, defend and hold harmless Lessor, its employees, directors and agents, from and against any and all claims arising from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee, its agents, contractors, or employees in or about the premises or elsewhere, and from and against any and all claims arising from a breach or default in the performance of any obligation on Lessee's part to be performed under the terms of the lease or arising from any negligence of Lessee, and from any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor, Lessee shall defend the same at Lessee's expense.

22. **NO PARTNERSHIP.** Lessee and Lessor are not partners and nothing herein contained shall be construed to create a partnership or joint venture in any sense.

22. **NON-ASSIGNMENT.** Lessee shall not sublet or assign its rights or privileges under this Agreement or any interest therein, and shall not attempt to confer any of its privileges under this Agreement to any third party.

23.1 Lessee shall not suffer any other person, corporation, association, or entity to occupy or use Lessor's facilities or grounds or any portion thereof, without prior written consent to Lessor, and any such consent shall not be deemed to be consent to any subsequent grant of privilege.

23.2 Any unauthorized grant of use by Lessee shall be void and shall, at Lessor's option, terminate this Agreement. This Lease of the premises shall not, nor shall any interest therein, be assignable as an interest of Lessee by operation of law or otherwise, without written consent of Lessor.

24. **WAIVER.** The waiver by Lessor of any breach of term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent acceptance of money consideration there under by Lessor shall not be deemed to be a waiver of any prior-occurring

breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay particular money consideration so accepted.

26. **NOTICE.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or by first-class mail as follows:

Lessor: Oakland Unified School District
 Early Childhood Education Department
 1025 4th ave
 Oakland, CA 94606
 Attn: Executive Director

Lessee: Alameda County Office of Education
 C/o ACOE-Infant & Family Support Program
 313 West Winton Avenue
 Hayward, CA 94544

27. **ENTIRE AGREEMENT.** This lease expresses the entire Agreement between the parties, and may not be amended except by a writing signed by both parties.

IN WITNESAS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

By: Alameda County Office of Education (Lessee)

L Karen Monroe
Alameda County Superintendent of Schools

Date: _____

By: Oakland Unified School District (Lessor)

Kyla Johnson-Trammell

Kyla Johnson-Trammell
Superintendent, Oakland Unified School District

Date: 12/13/18

Aimee Eng

Aimee Eng
President, Board of Education
Oakland Unified School District

Date: 12/13/18

OAKLAND UNIFIED SCHOOL DISTRICT
APPROVED FOR BOARD OF SUPERVISORS
By: *[Signature]*
Attorney at Law

CERTIFICATE OF COVERAGE

Issue Date
10/31/2018

ADMINISTRATOR:
Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

510-986-6750
www.keenan.com

LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

- ENTITY A: Northern California ReLiEF
- ENTITY B: Protected Insurance Program for Schools
- ENTITY C:
- ENTITY D:
- ENTITY E:

COVERED PARTY:
Alameda County Office of Education
Alameda County Schools Insurance Group
313 West Winton Avenue
Hayward CA 94544

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.


ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01710-10	7/1/2018 7/1/2019	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01710-10	7/1/2018 7/1/2019	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01710-10	7/1/2018 7/1/2019	\$ 25,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01710-10	7/1/2018 7/1/2019	\$ 25,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00217-14	7/1/2018 7/1/2019	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to the agreement between the Oakland Unified School District and the Alameda County Office of Education for the lease of facilities located at the Burbank School Site, (3550 64th Avenue, Oakland, CA 94605) for their Infant Program through the coverage expiration date.

CERTIFICATE HOLDER:

 Oakland Unified School District
 1000 Broadway, Suite 680
 Oakland CA 94607

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


 John Stephens
 AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Alameda County Office of Education Alameda County Schools Insurance Group	NCR 01710-10	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Oakland Unified School District
1000 Broadway, Suite 680
Oakland CA 94607

As Respects:

As respects to the agreement between the Oakland Unified School District and the Alameda County Office of Education for the lease of facilities located at the Burbank School Site, (3550 64th Avenue, Oakland, CA 94605) for their Infant Program through the coverage expiration date.

The Oakland Unified School District, its employees, directors and agents are included as an Additional Covered Party.



Authorized Representative

Issue Date: 10/31/2018