

LEASE AGREEMENT
(NYELAND ACRES COMMUNITY CENTER)

THIS LEASE AGREEMENT, hereinafter called "Agreement," is made and entered into by and between:

COUNTY OF VENTURA, hereinafter called "County,"

and

NYELAND PROMISE, hereinafter called "Tenant."

The parties hereto mutually agree as follows:

1. PROPERTY LEASED. County hereby leases to Tenant and Tenant hereby leases from County the Annex, hereinafter called "Premises," located in the Nyeland Acres area of the County of Ventura, State of California at 3334 Santa Clara Avenue, Oxnard, California, more particularly described in Exhibit A, attached hereto and incorporated herein by reference. The Premises does not include the Club Building, parking lot or park area.

2. TERM. The term of this Agreement shall commence on July 1, 2023 and expire on August 18, 2024. Either party may terminate this Agreement upon 30 days written notice.

3. CONSIDERATION.

- a. As consideration, County shall construct two fence sections to be located along the north and east sides of the black-top area. Each section shall have a lockable gate.
- b. As additional consideration, County shall develop and implement a community permitting system for holding large (30 individuals or greater) organized events in the park open space area. The permitting system shall adopt a rate structure equal to or below current Board of Supervisor approved rates for similar amenities.
- c. As additional consideration, County shall offer Nyeland Promise first rights of permitted use of the park for the timeframes that the Annex is leased for use to Nyeland Promise. Events larger than 30 individuals require a special use permit.

4. ACCESS LIMITATIONS Tenant understands that County may lease the property to another party during restricted access and use time. Tenant is restricted from access and use of premise during times that fall outside of the schedule shown in Exhibit B. Access to Boys and Girls Club offices is not included.

5. RENT. Tenant shall pay to County rent in the amount of \$1.00, payable within 30 days of the commencement of the lease term and by July 1st annually, thereafter.

6. HOLDOVER. If Tenant holds possession of the Premises after the expiration of the term of this Agreement with consent of County, expressed or implied, the tenancy shall

continue on a month-to-month basis with all other terms and conditions of this Agreement remaining unchanged.

7. USE. The Premises shall be used for one or more of the following specified purposes and shall not be used for any other purpose without first obtaining the written consent of the County's General Services Agency Director or his or her designee, which consent County is under no obligation to give:

- a. Youth activities and programs;
- b. Parent and child interactive classes;
- c. Social service programs that benefit the community
- d. Parenting skills/education;
- e. Individual case management through First Five programs;
- f. Community meetings;
- g. Programs for seniors; and
- h. Related administrative office uses.

Notwithstanding anything to the contrary herein, the portion of the Premises consisting of fields may be used for park and recreation purposes, and Tenant agrees to keep the portion of the Premises consisting of fields open to the public for park and recreation purposes outside of Tenant's programming hours.

8. GRANTS. Tenant is required to have written approval from County prior to application for pursuit of any grants that involve physical improvements to the Premises or require use outside of lease hours.

9. UNUSED TIME. Tenant is encouraged to return unused lease time to County when a pattern of unused time exceeds 60 days.

10. PROPERTY OF TENANT. Tenant acknowledges County is not responsible for damage or loss to any tenant owned non-fixed property. Tenant may not use non-fixed property of any other leasing party without written permission from said party.

11. SIGNS AND ADVERTISING. Tenant shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of the General Services Agency Director or his or her designee, which consent shall not be unreasonably withheld.

12. JANITORIAL SERVICES. Tenant shall not be responsible for cleaning the interior areas of the Premises. Tenant shall furnish restroom and janitorial supplies, containers, and regular dumpster collection of all trash and rubbish material. Tenant shall return property to the condition they receive it each time of use.

13. ALTERATIONS BY TENANT. Tenant shall not alter or modify the Premises during the term of this Agreement without first obtaining authorization in writing from the General Services Agency Director or his or her designee. Prior to the commencement of any alterations or modifications to the Premises, Tenant shall submit detailed plans and renderings to the General Services Agency Director or his or her designee, and County

shall have the right, in its reasonable discretion, to approve or disapprove of such alterations or modifications. All such alterations or modifications shall be performed in a good and workmanlike manner, by duly licensed contractors, and in compliance with all applicable governmental laws, ordinances and regulations. Tenant shall pay for all labor, services and materials used in connection with the making of such alterations or modifications, and Tenant shall not permit any mechanics', materialmen's or other liens to be placed against the Premises.

14. PERMITTED USE OF OTHERS BY TENANT. Tenant may authorize use of Premises to other organizations or other occupants during Tenant access times. Tenant remains liable for all terms of this lease.

15. FIRE INSURANCE. Fire and extended coverage insurance on the Premises shall be the sole responsibility of Tenant. However, no use except that which is expressly provided in this Agreement shall be made or permitted to be made on the Premises.

16. INSURANCE PROVISIONS.

- a. Tenant at its sole cost and expense will obtain and maintain in full force during the term of this Agreement the following types of insurance:
 - i) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products liability, and \$50,000 fire legal liability.
 - ii) All risk property insurance coverage for replacement value of the property, including fire, flood and wind. Earthquake coverage will not be required.
- b. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Tenant's insurance coverage and will not contribute to it.
- c. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- d. County is to be named as Additional Insured on Tenant's General Liability coverage and on that of any subtenant.
- e. County is to be named loss payee on Tenant's property insurance coverage.
- f. Tenant agrees to waive all rights of subrogation against County for losses covered by Tenant's General Liability insurance.
- g. Policies will not be canceled, non-renewed or reduced in scope of coverage until after 30 days' written notice has been given to County.

- h. Tenant agrees to provide County with the following insurance documents within 30 days after the commencement date of the term of this Agreement. Failure to provide these documents may constitute grounds for immediate termination or suspension of this Agreement. County's failure to obtain the required documents shall not waive the insurance requirements.
 - i) Certificates of insurance for all required coverage.
 - ii) Additional insured endorsements.
- i. Tenant shall require any subtenants of the Premises to agree to identical insurance provisions for the benefit of County.

17. TAXES AND ASSESSMENTS. Tenant occupancy may be subject to a possessory interest tax. Tenant agrees to pay any tax assessment prior to the due date. Failure to pay any tax due shall be considered a default and County shall have the right to terminate this Agreement pursuant to the terms of section 25.

18. REPAIRS AND MAINTENANCE. Except as provided in section 12 and this section, County shall repair and maintain the Premises, including but not limited to the parking area and landscaping. Tenant acknowledges that County intends (but is under no obligation) to renovate portions of the Premises during the term of the Agreement (including but not limited to roof and parking areas) and that such renovations may temporarily displace Tenant from portions of the Premises; County agrees to coordinate the renovation work with Tenant so as to reasonably reduce interference with Tenant's operations, and Tenant agrees to cooperate with County to reasonably accommodate the renovation work. Notwithstanding the foregoing, Tenant shall be responsible for repairs or maintenance required by reason of neglect or acts or omissions of Tenant or Tenant's officials, officers, employees, agents, contractors, invitees, patrons or subtenants.

19. UTILITIES. County shall provide electricity, natural gas and water/sewer services to the Premises.

20. ENTRY BY COUNTY. County may enter upon the Premises at all reasonable times to examine the condition thereof or provide maintenance or make repairs as County is required or authorized to perform under this Agreement, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Tenant on the Premises and shall be at least 12 hours' prior notice to Tenant.

21. COMPLIANCE WITH LAW. Tenant shall not use or permit the use of the Premises for an illegal or immoral purpose and shall comply, at its sole expense, with all federal, state, and local laws and ordinances concerning the Premises and use thereof.

22. DISCRIMINATION. Tenant agrees not to discriminate against any person or class of persons by reason of race, sex, color, creed, or national origin in the use of the Premises.

23. CODE OF CONDUCT. Tenant shall be respectful and professional to County staff, elected officials and community users of the Premises.

24. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of the General Services Agency Director or his or her designee. Such consent may be withheld at the sole and absolute discretion of County. A consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any assignment or subletting without the required consent shall be void, and shall, at the option of County, terminate this Agreement.

25. DEFAULT OR BREACH. Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within 60 days following receipt of such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 60 days following receipt of such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

26. WAIVER. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach. No term, covenant or condition of this Agreement can be waived orally or by a course of conduct, but only by a writing signed by the duly authorized officer or representative of the party to be charged.

27. PARTIES BOUND AND BENEFITTED. The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto.

28. TIME. Time is of the essence of this Agreement.

29. HOLD HARMLESS. Tenant hereby agrees to defend and indemnify County and its officials, officers, employees, agents, contractors and volunteers, and each of them, against, and hold them, and each of them, harmless from, any third party claims, demands, lawsuits, losses, liabilities, debts, damages, actions, judgments, costs and expenses (including, without limitation, attorneys' fees and costs) (collectively "Claims"), including, without limitation, those arising from injuries or death of persons and/or for damage to property, directly or indirectly arising out of, relating to or resulting from, or in conjunction with, the maintenance, use or occupation of the Premises by Tenant or Tenant's officials, officers, employees, agents, contractors, invitees, patrons or subtenants, save and except Claims arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Tenant shall require any subtenants of the Premises to agree to identical indemnity provisions for the benefit of County. Tenant

agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities of Tenant and any subtenants of the Premises.

30. CONDITION OF PREMISES UPON TERMINATION. Upon the termination of this Agreement for any reason, Tenant shall vacate the Premises and deliver same to County in good order and condition, ordinary wear and tear excepted, and County shall own all improvements and owe no compensation to Tenant for the cost of improvements.

31. THIRD PARTY BENEFICIARIES. Except for indemnitees under section 29, this Agreement does not, and the parties to this Agreement do not intend to, confer a third party beneficiary right of action on any third party whatsoever, and nothing set forth in this Agreement will be construed so as to confer on any third party a right of action under this Agreement or in any manner whatsoever.

32. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto as to the subject matter hereof, and no obligation other than those set forth herein will be recognized.

33. AGREEMENT MODIFICATION. This Agreement may be terminated or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by the Director of the General Services Agency, or another representative on behalf of County, as authorized by the Ventura County Board of Supervisors and by Tenant's authorized representative.

34. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

35. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

36. SECTION HEADINGS. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

37. SPECIAL PROVISIONS. None.

38. NOTICES AND PAYMENTS. Building maintenance-related issues should be reported to (805) 654-3878. All notices required under this Agreement, including change of address, shall be in writing, and all notices and payments shall be made as follows:

A. To Tenant, by personal delivery or first-class United States mail, at:

Nyeland Promise
3701 Orange Drive

Oxnard, CA 93036
Attn: _____

B. To County, by personal delivery or first-class United States mail, at:

County of Ventura
11201 Riverbank Drive, Suite A1
Ventura, CA 93003
Attn: General Services Agency – Parks Department

County of Ventura

Dated: _____

By: _____

Mike Barber
Nyeland Promise

Dated: _____

By: _____

Exhibit A - Deed Description
Exhibit B – Schedule of Lease Hours

EXHIBIT "A"

Site Map of the Premises

3334 Santa Clara Avenue, Oxnard, California



Location Description:

- 1) Parking Lot – The parking lot is the improved area as bounded by the property of the Premises between Santa Clara Avenue and the edge of the club building and fence.
- 2) Club Building – The Club Building is the larger single building as labeled above.
- 3) Blacktop – The Blacktop is the hardened area outside of the Club Building and Annex as bounded by the property of the premises, the northwest fence and the edge of the hardened area.
- 4) Annex – The Annex is the smaller building southeast of Club Building as labeled above.
- 5) Park – The Park is the area bounded by the property of the Premises excluding the Parking Lot, Club Building, Annex and Blacktop

Nyeland Promise Lease
Nyeland Community Center

Exhibit "B"

School Year Lease Hours Weekly Schedule – School year start August 22nd, 2023

Monday	6AM – 1:30PM (Portable Unit) 8:30PM – 10PM (Portable Unit)
Tuesday	6:30PM - 10PM (Portable Unit)
Wednesday	6AM – Noon (Portable Unit) 6:30PM - 10PM (Portable Unit)
Thursday	6:30PM - 10PM (Portable Unit)
Friday	6AM – Noon (Portable Unit) 6:30PM - 10PM (Portable Unit)
Saturday	6AM – 11:30 AM (Portable Unit) 4PM – 10PM (Portable Unit)
Sunday	6AM – 10PM (Portable Unit)

Non-School Year Weekly Schedule – School year ends June 15, 2023 and June 13, 2024

Monday	6AM – 11:30 AM (Portable Unit) 8:30PM – 10PM (Portable Unit)
Tuesday	6:30PM - 10PM (Portable Unit)
Wednesday	6AM – 11:30 AM (Portable Unit) 6:30PM - 10PM (Portable Unit)
Thursday	6:30PM - 10PM (Portable Unit)
Friday	6AM – 11:30 AM (Portable Unit) 6:30PM - 10PM (Portable Unit)
Saturday	6AM – 11:30 AM (Portable Unit) 4PM – 10PM (Portable Unit)
Sunday	6AM – 10PM (Portable Unit)

Specific hours in addition to weekly schedules:

Thanksgiving – November 23-26, 2023 (Annex)

Winter break – Dec 23 – Jan 2, 2023 (Annex)