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APR 22 2011

DISTRICT OFFICE

LEASE AGREEMENT

THIS LEASE, hereinafter called "Agreement", is made and entered into April 7, 2011, by and between:

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT hereinafter called "District"

and

VENTURA COUNTY FIRE PROTECTION DISTRICT hereinafter called "Fire District"

The parties agree that:

1. PROPERTY LEASED. District hereby leases to Fire District and Fire District hereby rents from District the property, hereinafter called "Premises," located in the County of Ventura, State of California, described as follows:

The Premises shall include exclusive use of office suites identified as office numbers 120, 121, 122, 134, and 138. The Premises are located in the building commonly known as the Regional Fire, Sheriff & Police Education and Training Academy, located at the Camarillo Airport, Durley Avenue, Camarillo, California, and depicted on Exhibit "A" attached hereto.

Fire District shall also have access to the class, lecture, and associated training facilities. Fire District access to areas other than the office suites is subject to prior approval by District and shall be made available to Fire District so long as the use does not conflict with use of the area by District. Fire District shall not distribute any keys or access cards to the Premises or the training facility and Fire District personnel shall be present at all times during Fire District's use of the facilities.

2. RENT. Fire District and District agree that the continued support by Fire District of District's program including but not limited to the furnishing (consistent with the past practice of the parties) to District of equipment, tools, maintenance support, and access to the Fire District training area shall be considered good and valuable consideration for Fire District occupancy of the Premises.

3. TERM. The term of this Agreement shall be three (3) years. Said Term shall commence when construction of the Premises permits the Fire District's full use and occupancy of the Premises and District has delivered possession to the Fire District. The lease shall be renewable for three additional three (3) year terms upon the same terms and conditions by mutual consent of District and Fire District unless notice of intention to not renew is given in writing by either party six (6) months prior to the expiration of the initial term or any renewal term.

4. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of District:

FIRE TRAINING ACADEMY – PUBLIC SERVICE

5. SIGNS. Fire District shall have the right to install signs appropriate for the identification of the Premises, as approved by District, such approval shall not be unreasonably withheld, conditioned, or delayed.

6. ALTERATIONS BY FIRE DISTRICT. District shall be responsible for the installation of all furnishings, as set forth in Exhibit "B" hereto. Fire District shall be responsible for computer and telephone equipment including cabling, to the Premises. Other than these items, Fire District shall not have the right to alter the Premises without the express written consent of District. Fire District shall keep the Premises free from any liens arising out of any work performed on the Premises, for material furnished to the Premises, or for obligations incurred by Fire District.

7. PARKING. The Fire District, its agents, invitees, employees, contractors and patrons shall have non-exclusive use of District's paved parking area adjacent to the Premises.

8. PRORATION OF RENT. Deleted by mutual consent of the Parties.

9. MODIFICATIONS BY DISTRICT. District shall complete the construction of the Premises in accordance with the plans and specifications.

10. DELAY IN DELIVERY OF POSSESSION. Deleted by mutual consent of the Parties.

11. INSURANCE. Fire and extended coverage insurance on the Premises herein leased shall be the sole concern of District. However, no use except that which is expressly provided in this Agreement shall be made or permitted to be made of the Premises.

If the leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Fire District or any of Fire District's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Fire District shall be responsible for the costs of repair not covered by insurance.

Fire District is responsible, at its expense, for fire and extended coverage insurance on all of its personal property located in the leased Premises.

In addition to the insurance specified herein, Fire District, at its sole expense, but with District as an additional insured, shall maintain and keep in force:

Comprehensive general liability insurance on an "occurrence basis" against claims for personal injury, including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the leased Premises and on, in, or about the adjoining sidewalks, streets, and passageways, such insurance to afford immediate protection at the time of the inception of this Lease and all times during the Term hereof, with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence, with an aggregate coverage of Two Million Dollars (\$2,000,000). Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the use, by or on behalf of Fire District, or any other person or organization.

12. TAXES AND ASSESSMENTS. District shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement. Fire District will be responsible for any applicable taxes on personal property.

13. UTILITIES. District shall pay for all utilities, including water, gas, electrical, and telephone and other services and utilities for the Premises and shall make payments directly to the utility company furnishing same. District shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines on or serving the Premises and will continue the connections and service thereof during the term of this Agreement or any extension thereof.

14. JANITORIAL SERVICES. Fire District shall be responsible for all janitorial services to the Premises including all janitorial supplies. District shall be responsible for janitorial service for the remainder of the facility except in instances of night or weekend use of the facility by Fire District, in such instances Fire District will be responsible to clean the area of the facility used by the Fire District.

15. REPAIRS AND MAINTENANCE BY DISTRICT. District shall maintain the Premises including but not limited to its foundation, walls, partitions, roof, building exterior including doors and glass, floors, and the electrical, air conditioning, heating, ventilation, major plumbing repairs, water, and sewage disposal systems, and shall provide all maintenance and repair required to be performed including pest and rodent control for the Premises. District shall also be responsible for grounds and landscape maintenance.

16. ENTRY BY DISTRICT. District may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as District is obligated to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Fire District on the Premises.

17. CONTINGENCY. None

18. ASSIGNMENT AND SUBLETTING. Fire District shall not have the right to assign this Agreement and/or sublet the Premises.

19. 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 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following 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.

20. 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.

21. 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, and all of the parties hereto shall be jointly and severally liable hereunder.

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

23. HOLD HARMLESS. Fire District hereby indemnifies and defends District against, and holds District and its employees, agents, and trustees harmless from, any loss or damage arising out of or relating to any death, bodily injury, or property damage resulting from, or in conjunction with, the maintenance, use, or occupation in or about the leased Premises from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or action or proceedings brought thereon by Fire District, Fire District's agents, invitees, employees, contractors, or patrons.

24. DESTRUCTION OF PREMISES. If the Premises or the building in which the Premises are situated should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to impair Fire District's use of said Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If District makes the necessary repairs within 180 days rendering the Premises as suitable and serviceable as they existed the day Fire District occupancy commenced, no right of termination by the Fire District shall exist. If repairs are not made within 180 days, the Fire District may terminate this Agreement effective on the 180th day after said

destruction by mailing written notice to District of the Fire District's intention to terminate. Should the partial destruction of the Premises not be repaired within 180 days, the Fire District shall have the option to terminate this Agreement or remain in possession.

25. CONDEMNATION. If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Fire District shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If the Fire District remains in possession, all of the terms hereof shall continue in effect.

26. HAZARDOUS SUBSTANCES. District agrees to indemnify, defend, and hold Fire District harmless from any claims, judgments, damages, penalties, fines, costs, liabilities, or loss, including attorneys fees, consultant fees, and expert fees which arise before, during, or after the term of this Lease Agreement from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater on or under the Leased Premises for which it is determined that District is responsible unless the toxic or hazardous substances are present solely as a result of the negligence or willful misconduct of Fire District, or its employees or agents.

27. CONDITION OF PREMISES UPON TERMINATION. Upon the termination of this Agreement for any reason, Fire District shall vacate the Premises and deliver same to District in good order and condition, damage by the elements, fire, earthquake, falling objects, and ordinary wear and tear excepted.

28. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

29. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by the Chief of Ventura County Fire Protection District, or an authorized representative, on behalf of the Fire District.

30. 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.

31. 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.

32. ARTICLE HEADINGS. Article 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.

33. SPECIAL PROVISIONS. None.

34. NOTICES AND PAYMENTS. 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. All notices to District shall be given or mailed to:

Ventura County Community College District
255 West Stanley Avenue, Suite 150
Ventura, CA 93001
Attn: General Services, Contract Division

B. All notices to Fire District shall be given or mailed to:

Ventura County Fire Protection District
800 S Victoria Avenue
Ventura, CA 93009
Attn: Public Works Agency
Real Estate Services Department

VENTURA COUNTY
FIRE PROTECTION DISTRICT
("Fire District")

By: 
Bob Roper, Fire Chief

Dated: 4/19/11

VENTURA COUNTY COMMUNITY
COLLEGE DISTRICT
("District")

By: 

SUSAN JOHNSON VICE CHANCELLOR, BUSINESS

Printed Name and Title

Dated: 4-27-11



Exhibit B – Furniture Plan		
Room # Description	Qty	Description
Room 120 - Staff Office		
	1	"L" Shape Desk
	1	Task Chair
	1	Guest Chair
	1	2 Drawer Lateral File with Top
	1	5 Shelf Tall Bookcase
	1	Whiteboard
Room 121 - Staff Office		
	1	"L" Shape Desk
	1	Task Chair
	1	Guest Chair
	1	2 Drawer Lateral File with Top
	1	5 Shelf Tall Bookcase
	1	Whiteboard
Room 122 - Battalion Chief Office		
	1	"U" Shape Desk with 2 Drawer Lateral
	1	Task Chair
	4	Guest Chairs
	1	42" Round Table
	2	36" 5 High Lateral Files
	1	5 Shelf Tall Bookcase
	1	Whiteboard
Room 134 - Staff Office		
	1	"L" Shape Desk
	1	Task Chair
	1	Guest Chair
	1	2 Drawer Lateral File with Top
	1	5 Shelf Tall Bookcase
	1	Whiteboard
Room 138 - Management Assistant		
	1	"U" Shape Desk
	1	Task Chair
	1	Guest Chairs
	2	36" 5 High Lateral Files
	1	5 Shelf Tall Bookcase
	1	Whiteboard