

LEASE AGREEMENT

THIS LEASE AGREEMENT made effective this _____ day of _____ 2026, by and between the City of Merced, a California Charter Municipal Corporation (“Lessor”), and the Merced Community College District (“Lessee”).

WHEREAS, the Lessor is the owner of the Stephen Leonard Youth Center Building, located at 640 T Street in the City of Merced, County of Merced, State of California, containing approximately 4,300 square feet of building area (the “Facility”), described more fully in Exhibit A; and,

WHEREAS, the Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein the Facility, together with all improvements thereon and appurtenances thereto, and subject to the conditions set forth below, the continuous and uninterrupted right of Lessee and its officers, employees, business invitees, customers and patrons, of access to and from Facility.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Lessor and Lessee do hereby agree as follows:

1. DEFINITIONS

A. Building. “Building” is defined as that certain building and surrounding improvements known as the Stephen Leonard Youth Center Building located at 640 T Street, Merced, California.

2. TERM. The term of this Lease shall be five (5) years, shall commence upon the day first above written and end on June 30, 2031, unless sooner terminated pursuant to any provisions hereof. Lessee may have one (1) option to renew and extend the term of this Lease for a five (5) year term. Should Lessee wish to exercise this option to renew and extend this Lease, Lessee shall provide Lessor written notice of their desire to renew no later than ninety (90) calendar days prior to the expiration of this Lease. Lessor will make its decision to allow or disallow the Lease renewal within sixty (60) calendar days following receipt of written notice from Lessee.

3. RENT. In lieu of rent, Lessee shall provide services contained in Exhibit B in the facility. Lessee shall pay to Lessor as rent for use of the Facility the services as defined in Exhibit B. This Lease is net of taxes, utilities, and insurance that shall be paid by the Lessee.

4. USE. During the term of this Lease, and any renewal hereof, Lessee shall use the Facility as a public Merced Community College District. Lessee shall not permit any act or acts in or on the Facility or use the Facility or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Facility or any part thereof.

5. REPORTING. Lessee will attend monthly roundtable discussions to report any upcoming events and/or facility needs. Lessee will provide quarterly reports as attached in Exhibit C to the Recreation and Parks Commission.

6. REPAIRS, MAINTENANCE, AND UTILITIES.

A. Lessor shall provide and pay for maintenance and repair of the exterior area of the Facility, including, but not limited to, the exterior roof, mechanical units, and exterior side walls; provided that Lessee shall not be responsible for maintenance or repair attributable to structural defects of the Facility, nor shall Lessee be responsible to make roof or mechanical units repairs in excess of \$5,000.00 in any given calendar year. Should roof or mechanical units repairs be required that are not attributable to a structural defect and which cost in excess of \$5,000.00, Lessee and Lessor agree to negotiate an equitable allocation of said expense.

B. The Lessee shall pay the total cost of the water, sewer, electricity and other utility services for the exterior and interior area of the Facility.

C. The Lessee shall provide, perform, and pay for maintenance, repair, and janitorial services for the Facility. The Lessee shall pay the total cost of telephone, communication services, all utility, and digital connectivity services used at the Facility.

7. ALTERATIONS AND IMPROVEMENTS. Lessee shall have the right to make alterations and improvements to the Facility subject to the following terms and conditions:

A. No alterations or improvements made by Lessee shall in any way impair the structural stability of the building or diminish the value of the property.

B. All alterations or improvements (except for interior painting and hanging of pictures or similar objects) shall be first approved in writing by the Lessor but said approval shall not be unreasonably withheld by Lessor.

C. Lessee shall keep the Facility and every part of the building free and clear of any mechanics' liens or materialmen' s liens arising out of the construction of any such alterations or improvements.

D. Alterations and improvements made to the Facility by Lessee with Lessor's prior written approval shall, at Lessor's election communicated to Lessee in writing at the time of approval, either:

- i. become the property of Lessor upon expiration or termination and be surrendered with the Facility; or
- ii. be removed by Lessee prior to termination, with Lessee restoring the affected area to its prior condition, reasonable wear and tear excepted.

If Lessor fails to specify its election at the time of approving the improvement, such improvement shall become the property of Lessor upon termination without any obligation of removal by Lessee. Lessee-funded improvements shall not be removed without Lessor's prior written consent if removal would damage the structural integrity or functionality of the Facility.

E. Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Facility caused by Lessee's removal of its personal property, trade fixtures, or equipment, but Lessee shall have no obligation to remove such items from the Facility at any time.

8. ENTRY AND INSPECTION. Lessee shall permit Lessor or Lessor's agents to enter the Facility at all reasonable times and upon reasonable notice for the purpose of inspecting the Facility, and shall permit

Lessor, at any time within sixty (60) days prior to the expiration of this Lease to place upon the Facility any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the Facility to inspect the Facility at reasonable times.

9. HAZARDOUS MATERIALS. Lessee shall not use, store, or dispose of any hazardous substances upon the Facility, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance, or toxic materials defined or regulated under any law or regulations.

10. MECHANICS LIENS. The Lessor and Lessee agree to keep the Facility from any and all claims of claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees or contractor, furnish labor or materials to or for the benefits of the Facility and Lessor and Lessee further agree to hold each other harmless from any and all claims.

11. DAMAGE/DESTRUCTION. If the Facility is damaged or destroyed in whole or in part by fire other casualty, Lessor shall repair and restore the Facility to a good tenantable condition. All rent shall wholly abate in case the entire Facility is untenable or shall abate pro rata for the portion rendered untenable in case a part only in untenable, until the Facility is restored to a tenantable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not in default in any required performance if delay in performance results from, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond Lessor's reasonable control. If Lessor shall not commence such repair or restoration within thirty (30) days after such damage or destruction shall occur or if repair or restoration will require more than one hundred twenty (120) days to complete, Lessor or Lessee may thereafter, at its option, terminate this Lease by giving written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor.

Notwithstanding any other provisions of this Section, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Facility in the event of damage or destruction of said property.

12. FIRE INSURANCE. Lessee shall maintain, during the term of this Lease and any renewal hereof, coverage against loss or damage to the Facility in the amount of not less than ninety (90) percent of its full insurable value, against perils included within the classifications of fire, extended coverage, vandalism, malicious mischief, and special extended perils.

13. INSURANCE. Lessee, at its sole cost, shall maintain the following insurance policies and coverage during the entire term of this Lease, with companies qualified and approved to do business in California with an AM Best Rating of A- VII or higher as acceptable to City:

A. Commercial General Liability. Lessee shall maintain commercial general liability coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, and One Million Dollars (\$1,000,000) products and completed operations aggregate for bodily injury including death, and property damage. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate should be doubled.

The insurance shall:

- i. Insure against all liability of Lessee and its authorized representative arising out of or in connection with Lessee's use or occupancy of the Facility.
- ii. Insure performance by Lessee of the indemnity provisions of Section 26.
- iii. Provide that Lessor and its officers, officials, and employees be named as an additional insured using endorsements at least as broad as ISO CG 20 10 or CG 20 206, and for construction scopes, CG 20 37.
- iv. Allow and be endorsed primary insurance and not seek contribution from the Lessor's coverage.
- v. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the Lessor and its officers, officials, and employees.

- vi. Contain an endorsement requiring thirty (30) days written notice from the insurance company to Lessor before cancellation or change in coverage, scope, or amount of any policy. If a carrier will not provide the required notice of cancellation, the Lessee shall provide written notice to the Lessor of a cancellation no later than ten (10) business days before cancellation.
- vii. Coverage shall state that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. **Automobile Liability.** Lessee shall maintain automobile liability coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage from CA 00 01 (or equivalent) with a limit of not less than One Million Dollars (\$1,000,000) each accident. If Lessee's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided.

The insurance shall:

- i. Provide and be endorsed that the Lessor and its officers, officials, and employees are named as additional insureds.
- ii. Provide and be endorsed to include a waiver of subrogation in favor of the Lessor and its officers, officials, and employees.
- iii. Contain an endorsement requiring thirty (30) days written notice from the insurance company to Lessor before cancellation or change in coverage, scope, or amount of any policy. If a carrier will not provide the required notice of cancellation, the Lessee shall provide written notice to the Lessor of a cancellation no later than ten (10) business days before cancellation.

C. **Workers' Compensation and Employer's Liability.** Lessee shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Lessee. The Statutory Workers' Compensation Insurance and Employer's Liability

Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Lessee may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of Lessor.

The insurance shall:

- i. Provided and be endorsed to waive all rights of subrogation against Lessor and its officers, officials, and employees.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the Lessor upon written verification that Lessee does not have any employees.

D. All Coverages.

- i. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Lessee.
- ii. The Lessee shall furnish a certificate of insurance evidencing and endorsements of the aforesaid coverage before occupancy of the Facility.
- iii. Any proposed revision to coverage limits shall be provided to Lessee in writing no less than ninety (90) days prior to the proposed effective date. Lessee's coverage obligations may be satisfied through participation in a Joint Powers Authority (JPA) self-insurance or pooled risk program.

14. SIGNS. Any and all signs or advertisements of any nature extending into, on, or located over the Facility, shall conform to all City of Merced, California, zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by Lessor shall not be unreasonably withheld, as to location, graphics type, content, architectural or engineering standards.

15. TAXES. The terms of this Lease may result in the creation of a possessory interest. If such possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Facility, or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment, or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments, or fees to become delinquent and as such to become a lien against the Facility or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Lease, provided Lessee's obligation arose out of or is equitably allocable to the period covered by this Lease.

Unless otherwise provided by this Section, the Lessee shall pay the Lessor any other taxes, assessments, or fees, which the Lessor may become obligated to pay in connection with the ownership or maintenance of the Facility.

16. TERMINATION OF LEASE.

A. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Facility, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease on ninety (90) days written notice to Lessor.

B. It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this Lease prior to expiration of the term or renewed or extended term hereof as follows:

- i. If the Lessee is in default or breach of this Lease, as specified in Section 19 of this Lease or as otherwise provided by law; or,
- ii. Upon one hundred and eighty (180) days' notice without cause.

17. RIGHTS AFTER TERMINATION. In the event of termination for default or unsatisfactory performance by the Lessee, the Lessor shall have the right (unless otherwise specified in the termination notice), at once and without further notice to the Lessee, or surety, to enter and take possession of the Facility occupied by the Lessee, and expel, oust and remove any and all parties who may occupy any portion of the Facility covered by this Lease, and any and all goods and chattels belonging to the Lessee or his associates which may be found in or upon same, without being liable for prosecution or to any claim for damages therefor. Upon such termination by the Lessor, all rights, powers and privileges of the Lessee shall cease, and the Lessee shall immediately vacate any and all space occupied by Lessee under this Lease and shall make no claims of any kind whatsoever against the Lessor, its agents or representatives, by reason of such termination, or any act incident thereto.

18. COMPLIANCE WITH LAWS. During the term of this Lease and any renewals hereof, Lessee shall promptly execute and comply with all Federal, State, County, and City statutes, ordinances, regulations, laws, or other requirements applicable to the occupancy of the Facility, and the operation of the Facility as a Multicultural Arts Facility.

19. DEFAULTS/REMEDIES.

LESSEE: The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:

A. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continuous for a period of twenty (20) calendar days after written notice thereof from Lessor to Lessee.

B. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in Subsection a., above,

where the failure continues for a period of thirty (30) calendar days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) calendar days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

C. The appointment of a receiver or the making of any general assignment, or general arrangement for the benefit of creditors.

D. The filing of a petition in bankruptcy by or against Lessee.

E. The judicial declaration of Lessee as bankrupt.

F. The appointment of a trustee or receiver to take possession of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if possession is not restored within thirty (30) calendar days.

G. The attachment, execution, or other judicial seizure of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if the seizure is not discharged within thirty (30) calendar days.

In the event of any such default or breach with the exception of bankruptcy or receivership, by Lessee, Lessor may, after giving written notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate, and possession of the Facility shall immediately return to Lessor.

If Lessee breaches this Lease or is in default, as provided above, the Lessor may terminate this Lease upon written notice as provided herein. On such termination, the Lessor may recover from Lessee:

- i. The worth at the time of award of the unpaid rent which has been earned at the time of termination;
- ii. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of

such rental loss that Lessee proved could have been unreasonably avoided;

- iii. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided; and
- iv. Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform his obligations under this Lease, or which in the ordinary course of things would likely to result therefrom.

The "worth at the time of award" of the amounts referred to in Subsections (i) and (ii) hereinabove is computed by allowing interest at the legal rate. The worth at the time of award of the amount referred to in paragraph (iii) of this Subsection is computed by discounting such amount at the legal rate of interest.

Even though Lessee breaches this Lease or is in default, as provided above, this Lease continues in effect for so long as the Lessor does not terminate Lessee's right of possession; and the Lessor may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease, unless the breach by Lessee constitutes a breach and abandonment of the Lease, in which case the Lessor may enforce all its rights and remedies except its right to recover rent as it becomes due.

For the purposes of this Lease, acts of maintenance or preservation or efforts to relet the Facility do not constitute a termination of Lessee's right to possession.

The rights of the Lessor under this Lease shall be cumulative to all other rights or remedies now or hereafter given to Lessor by law. Nothing in this Lease affects the right of Lessor to equitable relief where such relief is appropriate.

Nothing in this Lease affects the rights of the parties under statutory provisions relating to actions for unlawful detainer, forcible entry, and forcible detainer. If Lessor brings an action in unlawful detainer, and possession of the property is no longer an issue because possession of the

property is delivered to Lessor before trial or, if there is no trial, before judgment is entered, unless Lessor amends the complaint to state a claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an unlawful detainer, forcible entry, or forcible detainer action as described hereinabove does not affect Lessor's right to bring a separate action for relief on termination, or in equity; but no relief shall be requested and no damages shall be recovered in the subsequent action for any detriment for which claim for damages was made and determined on the merits in the previous action.

Efforts by the Lessor to mitigate the damages caused by Lessee's breach of this Lease do not waive the Lessor's right to recover damages under this Section.

Nothing in this Section affects the right of the Lessor to indemnification for liability arising prior to the termination of this Lease for personal injuries or property damage as provided in Section 26 of this Lease.

20. DEFAULTS/REMEDIES.

LESSOR: shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within the thirty (30) day period and thereafter diligently complete performance.

If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above elect to terminate this Lease upon giving thirty (30) days written notice to Lessor of its intention to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default. The foregoing shall be Lessee's sole remedy in the event of a breach by Lessor.

21. CONDEMNATION. If all of the Facility or any portion thereof is taken under the power of eminent domain, solely under the threat of the exercise of said power, or disposed of to satisfy federal requirements (all of which are herein called "condemnation"), this Lease shall automatically

terminate as of the date the condemning authority takes title possession, whichever occurs first.

Any award or payment made upon condemnation of all or any part of the Facility shall be the property of Lessor, whether such award or payment is made as compensation for the taking of the fee or as severance damages; provided Lessee shall be entitled to the portion of any such award or payment for loss of or damage to Lessee's trade fixture or removable personal property.

22. **WAIVER.** In the event that either Lessor or Lessee shall at any time or times waive any breach of this Lease by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Lease, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

23. **BINDING EFFECT.** This Lease shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors, and assigns.

24. **ASSUMPTION OF NEW OWNER.** If the City of Merced transfers any interest in the Facility to any other party or entity, this Lease shall remain in full force and effect, with the new owner assuming the role of Lessor with all the rights and duties specified in this Lease.

25. **SURRENDER.** Lessee agrees to take good care of the Facility and to commit no waste and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, in as good condition as at the commencement of this Lease, normal and wear tear, unavoidable accidents and damage by casualty excepted.

If Lessee fails to surrender the Facility upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

26. **INDEMNITY.** Lessee shall indemnify, protect, defend, save and hold Lessor, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of

Lessee or Lessee's officers, employees, volunteers, and agents during performance of this Lease, or from any violation of any federal, state, or municipal law or ordinance, but only to the extent caused by the willful misconduct, negligent acts, or omissions of Lessee or its employees, subcontractors, agents, students, invitees, or representatives. Lessee shall not be obligated to indemnify, defend, or hold harmless Lessor for any claim, damage, loss, liability, cost, or expense arising from or relating to the negligence, active negligence, sole negligence, gross negligence, or willful misconduct of Lessor or its officers, employees, volunteers, agents, contractors, or representatives. It is understood that the duty of Lessee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Lessor of insurance certificates and endorsements required under this Lease does not relieve Lessee from liability under this indemnification and hold harmless clause. By execution of this Lease, Lessee acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

27. COVENANTS AGAINST DISCRIMINATION. The Lessee agrees for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that any deed or deeds shall contain the following covenants.

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color creed, national origin, religion, sex, disability, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Facility herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy of tenants, lessees, sublessees, subtenants or vendees in the Facility herein leased.”

28. NOTICES. All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

Lessor:

City of Merced
Attn: City Clerk
678 West 18th Street
Merced, California 95340

Copy to:

Parks and Community Services
City of Merced
678 West 18th Street
Merced, California 95340

City Attorney
City of Merced
678 West 18th Street
Merced, California 95340

Lessee:

Merced Community College District
3600 M Street Main Street
Merced, California 95348

29. ENTIRE AGREEMENT. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

30. VENUE. This Lease and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Lease shall be held exclusively in a state court in the County of Merced

31. ATTACHMENTS, HEADINGS, TERMS. All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscoring's contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the

specific sections. The work or words enclosed in quotation marks shall be construed as defined terms for purposes of this Lease. The terms "Lessor" and Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Lessor and Lessee.

32. ATTORNEY'S FEES. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to reasonable attorney's fees to be paid by losing party as fixed by the Court.

33. EXECUTION AND DELIVERY. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

34. RELATIONSHIP OF PARTIES. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

35. TIME OF ESSENCE. Time and specific performance are each of the essence of this Lease.

36. AUTHORITY TO EXECUTE. The person or persons executing this Lease on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Lease on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

37. COUNTERPARTS. This Lease may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

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IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

LESSOR
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 6/2/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

**LESSEE:
MERCED COMMUNITY COLLEGE
DISTRICT**

BY: *Joe Allison*

Signature

Joe Allison

Typed Name

Its: Vice President, Administrative Services

Title

TAXPAYER I.D. No.: 77-0362218

ADDRESS: 3600 M Street

Merced, CA 95348

TELEPHONE: 209-384-6108

EMAIL: allison.j@mccd.edu






MC4577 City Merced Lease Leonard Youth Ctr Signature page

Final Audit Report

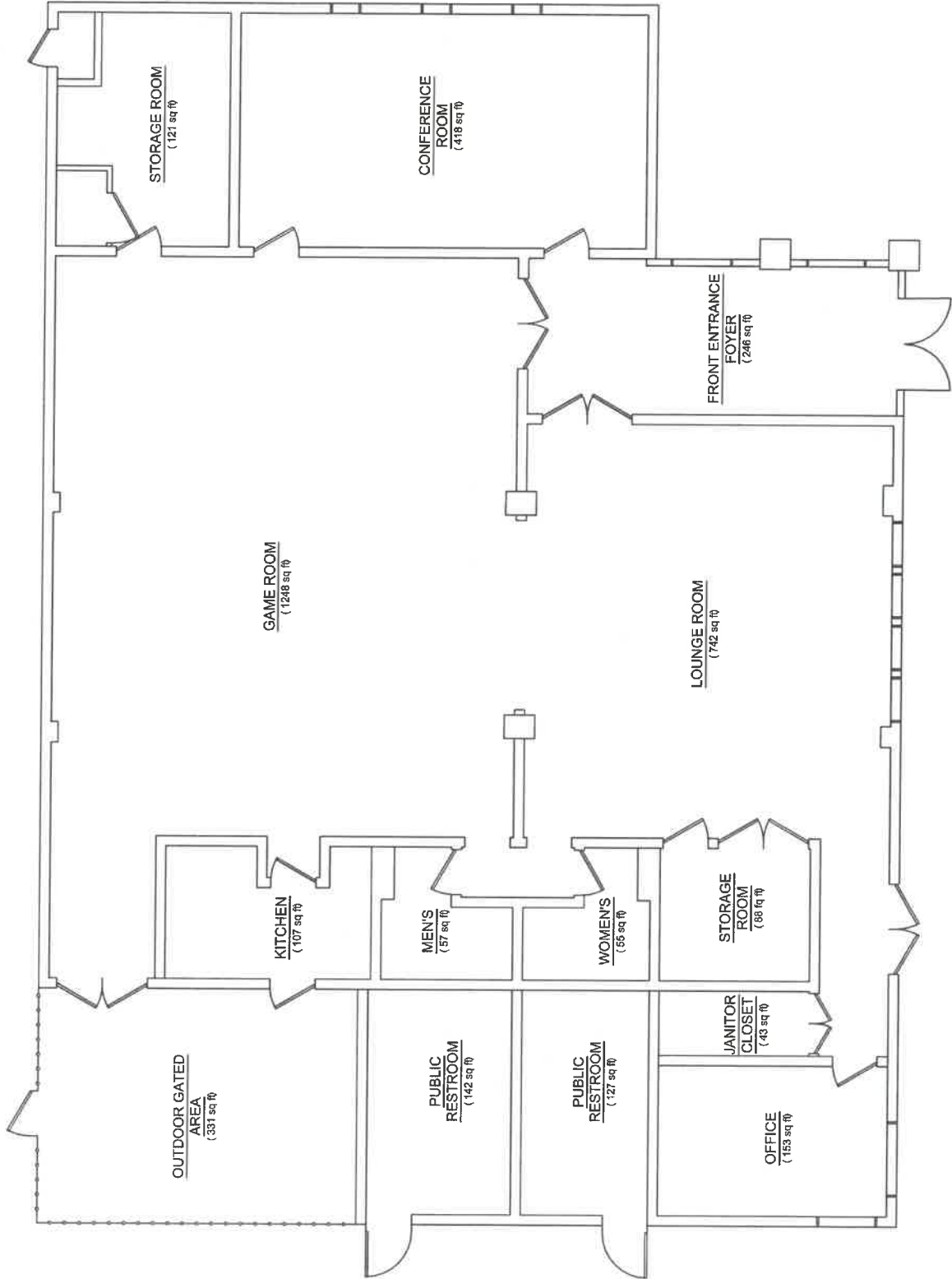
2026-06-04

Created:	2026-06-03
By:	Denise Butler (denise.butler@mccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAFAFSIKhswBd1Qmzd19vymGFLINbivTxct2

"MC4577 City Merced Lease Leonard Youth Ctr Signature page" History

-  Document created by Denise Butler (denise.butler@mccd.edu)
2026-06-03 - 11:55:08 PM GMT- IP address: 198.189.251.26
-  Document emailed to Joe Allison (allison.j@mccd.edu) for signature
2026-06-03 - 11:55:37 PM GMT
-  Email viewed by Joe Allison (allison.j@mccd.edu)
2026-06-04 - 0:46:37 AM GMT- IP address: 104.47.66.126
-  Document e-signed by Joe Allison (allison.j@mccd.edu)
Signature Date: 2026-06-04 - 0:46:47 AM GMT - Time Source: server- IP address: 198.189.251.26 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-06-04 - 0:46:47 AM GMT

EXHIBITA



City of Merced
 "Gateway to Yosemite"
DEVELOPMENT SERVICES
 ENGINEERING PROJECTS AND STANDARDS
 678 W. 18th Street (209) 385-6846

STEPHEN LEONARD

DR. BY:	
DATE:	
CH. BY:	
DATE:	
File No.	
SCALE:	

EXHIBIT B

Programming for Families and Youth at Stephen Leonard Youth Center

Merced College

Education. Workforce. Family Support.

Presenters: VP Kelly Avila and Dean Joe Serena

EXHIBIT B

Merced College Answers The Commission's Call



The City of Merced Parks & Community Services Department invites qualified organizations, service providers, and community-focused partners to submit a Request for Interest (RFI) to lease and operate programs and services at the Stephen Leonard Youth Center for youth and their families.



The City is particularly interested in youth development, educational support, family services, workforce development, health and wellness programs, cultural programming, and other community-serving uses that enhance access and promote positive outcomes.

Merced College is a highly-qualified organization with extensive experience operating facilities and the financial capacity to enhance the facility and grow its reach within South Merced for many years to come.



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Goals and Objectives

- **Expanding access to education,** workforce training, and support services within the South Merced community
- **Supporting youth development,** academic engagement, early college and career awareness
- **Increasing successful enrollment,** persistence, and navigation of educational pathways for adult learners
- **Strengthening family connections** to educational, workforce, and basic needs resources
- **Providing a welcoming and supportive environment** that encourages continued participation and long-term success

Programming Opportunities

					
<p>Education & Workforce Pathways</p>	<p>Adult Education & Advising</p>	<p>Supportive Learning Environment</p>	<p>Community Enrichment</p>	<p>Bachelor's Degree & Promise Access</p>	<p>Added Value Benefits</p>
<p>Credit & noncredit classes</p> <p>Career exploration & job readiness</p> <p>Resume, interview & digital skills workshops</p> <p>Connections to workforce training pathways</p>	<p>College application & enrollment assistance</p> <p>Academic and career advising</p> <p>In-person & online learning support</p> <p>Navigation of educational pathways</p>	<p>Computer & laptop access</p> <p>Study and collaboration spaces</p> <p>Virtual appointment areas</p> <p>On-site support referrals</p>	<p>Workshops & community learning events</p> <p>Cultural and enrichment activities</p>	<p>Pathways to baccalaureate through ASU Local and UC Merced Promise programs</p> <p>Access to Promise Housing for students</p>	<p>Investment in an existing public facility</p> <p>Access to financial aid & basic needs support</p> <p>Access to Student Health services</p> <p>Trusted neighborhood resource</p>

Ready to Launch: Steps to Successful Startup



Community Survey: \$26,500 committed to engage a third-party research firm to survey zip code 95341



Strengthening Community Partnerships: Central Valley Opportunity Fund, NAACP, Hispanic Chamber of Commerce, Workforce Development Board, Merced City School District



Expanded Funding: MC has applied for direct congressional funding of \$1.5m to enhance the project



Summer 2026 Kick-Off!

50 YEARS
MERCED COLLEGE
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Stewards of the Youth Center



Stewards of the Youth Center



EXHIBIT C



City of Merced Parks & Community Services- Youth Center Activity Report

Organization Name	
Organizational Mission	
Activity Report Quarter 1 (7/1- 9/30)- Due by 10/15 Quarter 2 (10/1- 12/31)- Due by 1/15 Quarter 3 (1/31- 3/31)- Due by 4/15 Quarter 4 (4/1- 6/31)- Due by 7/15	Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4 <input type="checkbox"/>

Youth Center in Operation	27 th & K	McCombs	McNamara Park	Stephen Leonard
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Cost or Required In-kind for Participation (Indicate- daily, weekly, monthly, or annually)	
After School Membership	Special Camps

Participants Served Afterschool (unduplicated)	
At the Youth Center	
Outside of Youth Center but in City of Merced (List Location(s) served)	

Duration Program/Center was Open this Period		
Days Open for Programming	Hours Per Day	Total Hours
Special Events/ Camp Hours		
Total Hours Open for Service in the Reporting Period		

Participants Served through Special Events/Camps	
At the Youth Center	
Outside of Youth Center	

Total Number of Service Contacts	
Number of youth x times they were served	

Demographic Information of Youth Served Afterschool (number of youth in each category if available)						
Ages	Preschool age (0-5)		School Age (6-17)		Young Adults (18-24)	
Ethnicity	African American	Asian	Hispanic	White	Mixed	Other/ Unknown
Zip Code of Participants	95340	95341	95344	95348	Other/ Unknown	

Staff Structure to Support Program	
Employed Staff	
Interns	
Volunteers	

Success Narrative- please describe any progress your program has experienced over the reporting period. This could include experiences with member recruitment, facility needs, partnerships formed, funding streams acquired, the addition of key staff or volunteers, or success stories of program participants. This narrative should be reflective of the data presented on page 1.

Barrier Narrative- please describe any barriers or modifications required over the reporting period. This can include any partnerships or funding lost, the loss of key staff or volunteers, or additional internal or external complications. This narrative should be reflective of the data presented on page 1.

Program Photos- Please ensure that any photographs used are authorized by a photo release approving the use of the participants image in program materials such as this report.
