

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 13.1o

Meeting Date: June 20, 2024

Subject: Approve Joint-Use Agreement Between Sacramento City Unified School District and Sacramento County Office of Education (Action Anticipated: _____)

- Conference (For discussion only)
- Conference/Action
- Action
- Public Hearing

Background/Rationale: SCOE currently provides an Infant Development Program of its

Special Education Department within a section of one of the portable classrooms at the Hiram Johnson High School Family Education Center but needs to relocate to an adjacent available space within the same Family Education Center in order to expand District services in SCOE current location. Furthermore, the Agreement with SCOE for the use of space at this location needs to be updated. The term of this Agreement shall be from July 1, 2024, to June 30, 2025. The Agreement may be renewed for two (2) additional five (5) year terms upon mutual written agreement from both parties.

Financial Considerations: SCOE agrees to pay SCUSD quarterly payments of \$1,800 for the Agreement and \$1,500 for their portion of utilities, with allowable annual adjustments.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

Joint-Use Agreement between Sacramento City Unified School District and Sacramento County Office of Education

Estimated Time of Presentation: NA

Submitted by: Nathaniel Browning, Director, Capital Projects, Facilities, and Resource Management

Approved by: Chris Ralston, Assistant Superintendent, Facility Support Services
Janea Marking, Chief Business and Operations Officer
Lisa Allen, Superintendent

**JOINT-USE AGREEMENT
BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
SACRAMENTO COUNTY OFFICE OF EDUCATION**

the Property for the operation of Tenant-7425] FJ0 Tc 0 Tw 64.0 8.434 0 Td()T- owD30.099 Tw 0.68
n the Premises, as specified herein;

THIS JOINT-USE AGREEMENT ("Agreemen /P #MCID 7 BDC /TTO 1 Tf0.001 Tc -0.001 Tw 6.289 -2.422 Td[

nt to California Education Code, section 17527, *et seq.*, District is
its property via a joint-use agreement to make vacant space on
g school buildings available to other "

costs District will incur by reason of late payment by Tenant. Acceptance of such late charge by District shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder. Lack of payment for more than thirty (30) days after the date it is due shall be deemed to be a default under the terms of this Agreement, in which event District may exercise its rights under this Agreement, including immediate termination, upon giving notice to Tenant. This Section shall survive the expiration or earlier termination of this Agreement.

5.3 Place of Payment. All payments of Rent and any other amounts that become due and payable under this Agreement shall be paid to District at the Sacramento City Unified School District Office, in care of the *Accounting Department for SCOE HJ Lease*, located at 5735 47th Avenue, Sacramento, California, 95824 or any other place that District may designate by written notice to Tenant.

6. Security Deposit.

6.1 Upon the Effective Date of this Agreement, Tenant shall deposit with District a noninterest-bearing security deposit in the amount of Six Hundred and 00/100 Dollars (\$600.00), which shall be held in a separate bank account in the name of the District.

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excepting normal wear and tear, in conformance with all laws, rules, and regulations applicable to use of the Premises by Tenant or District.

- 7.2** District will provide custodial services for the Premises at no additional charge to Tenant.

- 7.3** Except as expressly provided in this Agreement, and unless caused by the negligent acts or omissions or willful misconduct of Tenant, District will maintain and repair the Premises including, without limitation, windows, skylights, and doors (including locks and hardware), walls, plaster and partitions, floors, interior and exterior painting, fixtures, ceilings electrical, plumbing, and lighting

16. Prohibited Uses and Restrictions.

16.1 The following uses and types of activities are prohibited on the Property and Premises: (a) Any use or activity which involves the possession, serving, consumption, use, and/or sale of illegal drugs, narcotics, intoxicants, marijuana or synthetic marijuana, tobacco products, including, without limitation, vaporized or e-cigarettes, and/or other restricted substances; Alcoholic beverages may be served, consumed, and used on the Premises during a special event provided that Tenant obtains a temporary license for serving alcohol during that event, and the serving of alcohol does not occur during school hours or when students are otherwise on the Property for a school event, athletic competition, recreational program, or other District or school sponsored program; (b) Any use or activity which involves gau T.5 (ra)-6.4 (m)-51 ()0.9

of responsibility and risk includes, without limitation, all KNOWN AND UNKNOWN RISKS AND DANGERS, INHERENT OR OTHERWISE.

20. Cooperation with Other Occupants of the Property. It is understood and recognized by Tenant that the Property, of which the Premises is a part, will be used by other parties, including District, and Tenant shall cooperate with the other parties in reaching amicable arrangements regarding matters of concern, such as use of common areas, parking, ingress and egress, and security measures.

21. Non-Discrimination. Tenant and its employees shall not discriminate against any person because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or veteran status. Tenant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or veteran status. Tenant covenants to meet all requirements of District pertaining to non-discrimination in employment. If Tenant is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, Tenant shall thereby be fop5(m)-7..6 (i)-20rnf()TJO.004 Tc2.1 (e)-10.1 (a.9)1

33. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

34. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

35. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

36. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference and made part of this Agreement.

37. Counterparts. This Agreement and all amendments, addenda and supplements to it may be executed in counterparts and transmitted by facsimile, and all counterparts together, whether original or facsimile, shall be construed as one document.

38. Authority. Each person signing this Agreement represents and warrants that he/she/they

EXHIBIT "A"

SITE MAP OF THE PROPERTY

The "Property" is commonly known as the Hiram W. Johnson High School, and located at 6879 14th Avenue in Sacramento, California. The p ()0.66-2.II.4 (t)-17.9 (r2.2 (a)]. (m)-11...005

EXHIBIT "B"

DESCRIPTION OF THE PREMISES

EXHIBIT "C"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Joint-Use Agreement ("Agreement") between the **Sacramento City Unified School District** ("District") and **Sacramento County Office of Education** ("Tenant"):

One of the boxes below must be checked with regard to Tenant and Tenant's personnel (officers, principals, paid or unpaid employees, volunteers, students, agents, subtenants and subcontractors of Tenant who will provide services under the Agreement) ("Tenant's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

