



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

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Facility Support Services

Recommendation: Approve Joint-Use Agreement between Sacramento City Unified School District (SCUSD) and Sacramento County Office of Education (SCOE).

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's 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, 2029. 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**

THIS JOINT-USE AGREEMENT ("Agreement") is made July 1, 2024 ("Effective Date"), by and between the Sacramento City Unified School District, a California public school district ("District"), and Sacramento County Office of Education, a California county government agency ("Tenant"). District and Tenant are herein referred to individually as "Party," and collectively as the "Parties."

RECITALS

WHEREAS, District owns property commonly known as the Hiram W. Johnson High School, located at 6879 14th Avenue in Sacramento, California, and which is depicted in **Exhibit "A,"** attached hereto and made part of this Agreement ("Property");

WHEREAS, Tenant currently occupies a portable building numbered 10 or "P10" at the Property for the operation of Tenant's Infant Development Program of its Special Education Department ("Program");

WHEREAS, Parties desire to relocate the operation of its Program on that certain portion of the Property as more specifically described in **Exhibit "B"** attached hereto and made part of this Agreement ("Premises"), and District desires to allow Tenant to relocate the operation of its Program on the Premises, as specified herein;

WHEREAS, pursuant to California Education Code, section 17527, *et seq.*, District is authorized to rent or lease its property via a joint-use agreement to make vacant space on District sites or in operating school buildings available to other "school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals";

WHEREAS, pursuant to section 17529 of the Education Code, District's Board of Education has determined that this Agreement and Tenant's joint occupancy and use of the Premises for its Program as set forth herein will not: (1) interfere with the educational programs or activities of the District or any school or class conducted on the Property or in any building; (2) unduly disrupt the residents in the surrounding neighborhood; or (3) jeopardize the safety of any children at the Property; and

WHEREAS, the Parties now desire to enter into this Agreement to set forth the terms and conditions governing Tenant's use of the Premises for its continued operation of its Program.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Tenant agree as follows:

AGREEMENT

1. Title to Property. The Parties acknowledge that title to the Property depicted in **Exhibit "A,"** including the Premises and improvements thereon, is held by District. Nothing contained in this Agreement shall constitute an agreement by District to subject its fee interest in the Property, including the Premises, to any lien.

2. Use of the Premises. The Premises are more particularly described at **Exhibit "B."** District agrees to allow Tenant exclusive use of the Premises solely for the administration and operation of Tenant's Program during the Term or any Renewed Term of this Agreement, pursuant and subject to the terms, covenants, and conditions set forth herein.

3. Term. The term of this Agreement shall commence on July 1, 2024, and shall remain in effect for five (5) years, if not sooner terminated pursuant to the terms of this Agreement, ending on June 30, 2029 at 11:59 p.m. ("Term"). Tenant agrees to yield and peaceably deliver possession of the Premises to District in the condition required under this Agreement on the date of expiration of the Term, or any Renewed Term, of the Agreement or earlier termination of this Agreement, whatsoever the reason for such termination.

4. Renewal. This Agreement may be renewed for two (2) additional five (5) year terms ("Renewed Term") upon the mutual written agreement of the Parties. If either Party wishes to renew this Agreement for the Renewed Term, it shall notify the other Party in writing at least ninety (90) days before the expiration of the then current term. The Parties understand that pursuant to Education Code section 17534, any term of this Agreement may not exceed five (5) years, thus prior to any Renewed Term, the District's Board of Education shall make the findings required by Education Code section 17529.

5. Rent.

5.1 Rent. For and in consideration of the use of the Premises during the Term of this Agreement, Tenant agrees to pay District quarterly payments of One Thousand, Eight Hundred and 00/100 Dollars (\$1,800.00) ("Rent"), which the Parties agree constitute fair market rent for the Premises. The first payment of Rent shall be due when Tenant executes this Agreement. Tenant's payments of Rent are due on or before the first day of each quarter of every year for the Term, or any Renewed Term of this Agreement, without deduction, setoff, prior notice, or demand.

5.1.1 Annual Adjustment. The amount of Rent shall be adjusted annually, on every January 1 of each and every year during the Term and any Renewed Term of this Agreement, by ten percent (10%). District shall notify Tenant of the Annual Adjustment of the Rent, in writing, by December 1 of each year. The Annual Adjustment of Rent shall not require an amendment to this Agreement.

5.2 Interest. Tenant acknowledges that late payment by Tenant to District of the Rent due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which is, and will be, extremely difficult to ascertain. Accordingly, the Parties agree that Rent shall be delinquent and shall bear interest if not paid promptly on the date it becomes due at the rate of ten percent (10%) per annum or the maximum amount allowed by law from the date it becomes due until it is paid by Tenant to District. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the

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 District will hold during Tenant's use or occupancy of the Premises ("Security Deposit"). The Security Deposit shall secure the timely, full, and faithful performance by Tenant of each term, covenant, and condition of this Agreement. No interest shall accrue on the Security Deposit. District shall not be deemed a trustee of the Security Deposit and may deposit the Security Deposit with District's other funds.

6.2 If, at any time, Tenant shall fail to make any payment or fail to keep or perform any term, covenant, or condition on its part to be made or performed or kept under this Agreement, District may, but shall not be obligated to, and without waiving or releasing Tenant from any obligation under this Agreement, use, apply, or retain the whole or any part of the Security Deposit: (i) to the extent of any sum due to District, including Rent; (ii) to make any required payment on Tenant's behalf; or (iii) to compensate District for any loss, damage, attorneys' fees or costs, or expense sustained by District due to Tenant's default. In such event, Tenant shall, within five (5) days of written demand by District, remit to District sufficient funds to restore the Security Deposit to its original sum of Six Hundred and 00/100 Dollars (\$600.00).

6.3 Should Tenant comply with all of the terms, covenants, and conditions of this Agreement and at the end of the Term or any Renewed Term of this Agreement vacate and surrender the Premises to District in the condition required by this Agreement, then the Security Deposit, less any sums owing to District, shall be returned to Tenant within thirty (30) days after the termination or expiration of this Agreement and the surrender of the Premises by Tenant to District.

7. Custodial Services, Maintenance, and Repairs.

7.1 At all times during the Term or any Renewed Term of this Agreement, Tenant agrees, at its sole cost and expense, to use the Premises in a manner that maintains good order and a safe, clean and sanitary condition consistent with the condition of the Premises existing at the time Tenant first took possession,

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 systems and fixtures in a condition similar to that which existed at the time Tenant first took possession of the Premises. The term, "maintain and repair," shall be defined as routine, regular, or necessary maintenance. District shall be responsible for maintenance, repair, and replacement of the heat or air conditioning systems, if applicable, provided, however, that Tenant shall be responsible for the cost and expense of any maintenance, repair or replacement of the air conditioning systems caused by the negligent acts or omissions or willful misconduct of Tenant.
- 7.4** Except as may be expressly provided in this Agreement, District agrees that if the structural elements of the building become damaged to a lesser condition than currently exists, and if such structural damage is due to no fault or negligence of Tenant, then District will repair the damage in such a manner as to bring it back to a condition which is similar to the condition existing as of the Effective Date of this Agreement; however, District may elect to either (i) terminate this Agreement if such repair cost exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) per incident or One Hundred Thousand and 00/100 Dollars (\$100,000.00) in the aggregate, or (ii) offer to amend the Agreement to exclude the damaged portion of the Premises, if possible, as determined by the District. District agrees to prorate Tenant's Rent and utilities during the "repair" period only if the resulting structural damage prohibits Tenant from carrying out its normal daily activities. If District elects not to perform a repair estimated to cost in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), or the Agreement is unable to be amended to exclude the damaged portion of the Premises as determined by the District, then Tenant may elect to remain in possession of the Premises and pay full Rent, or Tenant may elect to terminate the Agreement. As used in this Agreement, the term "structural elements of the building" is defined as and shall be limited to the following: foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall also be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of the Tenant as described above.
- 7.5** Tenant shall promptly report to District any damage or disrepair known to Tenant and/or caused or discovered by Tenant during Tenant's use of the Property or Premises.
- 7.6** District shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this Agreement. Tenant hereby knowingly and expressly waives the provisions of California Civil Code sections

1932(I), 1941, and 1942, including all rights to make repairs at the expense of District.

8. Utilities and Security.

- 8.1** District will provide Tenant access to internet connectivity at the Property and security services provided through an existing security alarm system previously installed at the Premises at no additional cost or expense to Tenant. District will modify the existing security alarm system for Tenant's independent use at the Premises, to the exclusion of other facilities adjacent to the Premises, by installing an alarm panel at and establishing a "security partition" for the Premises, as needed. Any security system modifications will begin on or following the Effective Date of this Agreement, with work completed by the commencement date of the Term of this Agreement. Pursuant to section 10 regarding Improvements or Modifications, Tenant shall pay District for performing the modifications to the security alarm system on a time and materials basis, within thirty (30) of receipt of an invoice from District if Tenant had previously agreed in writing to the cost of the modifications. District may set, or Tenant shall provide District, with the alarm code for the Premises so that District staff may access the Premises as permitted under this Agreement.
- 8.2** District shall not be responsible for any outages that may occur to the internet connectivity or security alarm system due to causes outside of the District's reasonable control. Tenant understands and agrees that District is required to repair or maintain or continue to provide internet connectivity or security alarm services to Tenant. District is required to continue to provide the same level or quality of service but does not need to maintain the same service provider during the Term or any Renewed Term of this Agreement. Tenant shall not abate Rent or any other sums due and payable to District under this Agreement due to the temporary cessation of or changes to the services provided by District pursuant to this Section. In the event that Tenant installs its own WiFi at the Premises, it shall not interfere with the District's WiFi.
- 8.3** Tenant will obtain utilities through District, and Tenant shall pay a fixed rate for their share of the utilities received based on the square footage of the Premises compared to the other occupied space at the Property. The fixed rate of \$1500 for utilities and custodial support shall be paid with the lease payments as a separate line item on a quarterly basis and will include the costs for water, sewer, gas, electrical, telephone, internet connectivity, trash pick-up, and custodial. Tenant shall pay its portion of all utilities within thirty (30) days of the District's invoice to Tenant of utility charges.
- 8.4** Tenant shall be responsible for security of the Premises at all times, excepting the security alarm service provided by District, and including WiFi and locking all windows, doors, and gates of the Premises when not in use. District is in no manner responsible for damage to or theft of Tenant's property.

9. Condition of Premises. Tenant hereby acknowledges, understands, and agrees that portions of the Property, including the Premises, are rented to Tenant on an "AS-IS", "WHERE-IS" and "WITH ANY AND ALL FAULTS" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District or its agents, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the operation of Tenant's Program, and

Tenant expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. Tenant acknowledges that prior to using the Premises, Tenant shall inspect the Premises, including appurtenant facilities or grounds of the Property, and by entry into and taking possession of the Premises pursuant to this Agreement, Tenant stipulates and agrees that the Premises is clean, safe, and in usable condition, that Tenant is satisfied with the condition, suitability, and fitness thereof, and accepts the Premises as being in good and sanitary order, condition, and repair as the condition existing as of the commencement date of this Agreement. Other than any improvements specifically identified to be constructed or installed by District pursuant to this Agreement, District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises or Property. Applicant expressly waives any and all claims for defects in the Premises and the Property, including any latent defects therein.

10. Improvements or Alterations.

10.1 Site Improvements. In addition to the security alarm system discussed in section 8, District agrees to allow the construction of certain improvements at the Premises as described below (collectively, "Site Improvements"), subject to the following terms and conditions:

10.1.1 District will install new carpet within the Premises, excepting the kitchenette and restroom located within the Premises, at no additional cost to Tenant.

10.1.2 Upon request of the Tenant, District may allow Tenant to contract for minor modifications to the kitchenette and add network data/WiFi Drops at the Premises, such as modifications to the kitchenette counter or island or erecting floor to ceiling room dividers to create a separate storage area. Such contracting and modifications shall comply with all relevant laws and building requirements and be paid for by Tenant. Approval for any scope of work shall be requested by the Tenant through the District's Special Project Requests process.

10.2 Improvements or Alterations. Tenant shall not construct or cause to be constructed on Premises or the Property any improvements or alterations of any kind without the prior written approval of District. Any improvements or alterations to the Premises requested by Tenant shall be submitted in writing through the District's Special Projects Request process available online at www.scusd.edu/special-project-requests. If Tenant's request is approved, Tenant shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any necessary approvals from the Division of the State Architect ("DSA"), and any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies. All contractors and subcontractors of Tenant, if any, shall be duly licensed and registered in the State of California. Tenant shall be solely responsible for compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the construction or installation of any improvements of the Premises that are performed by Tenant or on Tenant's behalf, including, without limitation, prevailing wage requirements. Tenant shall be solely responsible for maintaining the Premises and improvements installed thereon during the Term or any Renewed Term of

this Agreement, and while otherwise occupying the Premises, and for compliance with all applicable laws, ordinances, rules and regulations. District is in no manner responsible for damage or theft of Tenant's equipment or other personal property.

10.3 Tenant Signs. Tenant, at Tenant's cost, may place Tenant's signs on or at Premises, and otherwise to advertise its Program, provided Tenant obtains the approval and consent of District regarding content, size, and placement of signs, which approval and consent shall not be unreasonably withheld. All signs shall comply with District policies and local governmental ordinances pertaining thereto. Throughout the Term or any Renewed Term of this Agreement, Tenant shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. Upon the termination of this Agreement, Tenant shall remove any signs which it has placed on the Premises and shall repair any damage caused by the installation or removal of those signs.

11. Termination.

11.1 Termination for Convenience.

11.1.1 Either party may terminate this Agreement at the end of the then-current fiscal year (June 30), without liability on the part of the terminating party except as otherwise provided herein, by giving written notice by no later than February 1 of that year.

11.1.2 Neither Party shall be required to provide just cause for termination for convenience in the written notification.

11.2 Termination for Cause.

11.2.1 Either Party may terminate this Agreement immediately after the expiration of any applicable cure period for cause. Cause shall include, without limitation the following, and the Parties shall have the cure periods provided below:

11.2.1.1 A default or material violation of this Agreement by either Party if such violation shall continue for thirty (30) days after written notice is given by either Party to the other Party of such violation; or

11.2.1.2 If, in the reasonable judgment of either party, the other party's acts or omissions: (i) interfere with the educational programs or activities of the terminating party or any school or class conducted on the Property or in any building, if applicable; (ii) represent an immediate threat to the health, welfare or safety of the terminating party's students, staff, or the public; (iii) violate applicable laws, codes, rules, regulations, or ordinances; (iv) subject or expose the terminating party and/or its Board of Education to liability to others for personal injury or property damage; or (v) unduly disrupt the residents in the surrounding neighborhood, then either party shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at the terminating party's sole option, the

offending party cures such default within twenty-four (24) hours of notice of termination, or longer in the terminating party's sole discretion; or

11.2.1.3 Tenant is adjudged bankrupt, Tenant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Tenant's insolvency.

11.2.2 If the District terminates for cause, Tenant's rights in the Premises shall terminate 90 days following the Tenant's receipt of notice of termination from the District, unless otherwise specified herein. Tenant shall surrender and vacate the Premises in the condition required under this Agreement, and District may reenter and take possession of the Premises and eject Tenant, or any other person or persons claiming any right under or through Tenant.

11.2.3 Restoration of Premises. Upon expiration or earlier termination of this Agreement, Tenant shall be responsible for restoring the Premises, and other portions of the Property that were affected by Tenant's occupancy of the Premises, to its condition that existed on the date of Tenant's first occupancy with no damage thereto, reasonable wear and tear accepted, free and clear of all liens, claims, encumbrances, and clouds on District's title. This provision shall not apply to Site Improvements and modifications listed in section 10 above, unless otherwise agreed to in writing.

11.2.4 No Limitation of Rights. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District and/or Tenant.

12. Title to and Removal of Tenant's Equipment.

12.1 Tenant shall provide its own furniture, equipment, personal property, chattels, fixtures and/or improvements ("Tenant's Equipment") necessary to the operation of Tenant's Program. Title to Tenant's Equipment on the Premises shall be held solely by Tenant, and Tenant shall be solely responsible for any maintenance and repair of Tenant's Equipment. All of Tenant's Equipment shall remain the personal property of Tenant and shall not be treated as real property or become a part of the Premises. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Tenant shall remove Tenant's Equipment, at its sole expense. Tenant shall repair any damage to the Premises, caused by said removal and restore Premises to good condition, less ordinary wear and tear.

12.2 In the event that Tenant fails to timely remove Tenant's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Tenant or any person or entity claiming under Tenant, either (1) accept ownership of Tenant's Equipment with no cost to the District, or (2) remove and/or dispose of Tenant's Equipment at Tenant's sole cost. In the event that the District chooses to accept ownership of Tenant's Equipment, Tenant shall execute any necessary documents to effectuate the change in ownership of Tenant's Equipment to District. In the event that the District removes and/or disposes of Tenant's Equipment, Tenant shall pay all costs for

the removal and/or disposal of Tenant's Equipment within thirty (30) days of receipt of an invoice.

13. No Right to Holdover. Tenant has no right to retain possession of the Premises or use or occupy any part thereof beyond the expiration or earlier termination of this Agreement. At or prior to the expiration or termination of this Agreement, Tenant shall have vacated the Premises, removed all of Tenant's Equipment therefrom, and returned the Premises to District in the condition specified in this Agreement. In the event Tenant does not vacate and return the Premises or any part thereof to District at or prior to the expiration or termination of this Agreement, then District's damages during any holdover period shall be computed at One Hundred and Fifty Percent (150%) of the amount of Rent payable during the last full month before the expiration or termination of this Agreement (disregarding any temporary abatement of Rent that may have been in effect). Acceptance of damages by District during any holdover period shall not be construed as consent by District to any holding over by Tenant.

14. Destruction.

14.1 If the Premises or the Property is damaged or destroyed so as, in District's sole judgment, to hinder Tenant's normal operations, Rent and utilities shall abate in proportion to the loss of use from the date such damage or destruction occurs until Tenant is able to commence normal operations.

15. Tenant's Program, Staff and Background Verification.

15.1 Tenant represents that it is duly authorized to administer and operate its Program, and at District request, Tenant shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. Tenant shall be solely responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable State, local or other regulatory agencies related to the operation of its Program or otherwise connected to Tenant's use of the Premises, including without limitation, use permits and compliance with the California Environmental Quality Act ("CEQA").

15.2 Tenant shall be solely responsible for the administration and operation of its Program, including the hiring of all employees. Tenant shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its employees, staff, agents, volunteers, consultants, and/or subcontractors who may provide services in conjunction with Tenant's operation and administration of its Program and activities on the Premises and Property.

15.3 Upon execution of this Agreement, Tenant shall review, complete and submit to District the Criminal Background Investigation/Fingerprinting Certification attached hereto as **Exhibit "C"** to determine whether the fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 apply to Tenant. If applicable, Tenant shall provide to District written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in any Tenant activity, and Tenant shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the Property for any purpose related to or arising out of this Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

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 gambling and/or the conducting of games of chance; (c) Any use or activity which is inconsistent with the use of the Premises for the Program expressly stated herein, the use of the Premises for school purposes, or which otherwise interferes with school or District activities or the regular conduct of schoolwork, as applicable to the Property; (d) Any use or activity which is discriminatory against any group or individual protected under local, state, or federal antidiscrimination laws or District policy; (e) Any use or activity that includes fighting, quarrelling, abusive language, or noise which may be offensive to other uses, activities, or the neighborhood; (f) Any use or activity for the commission of any crime or any act prohibited by law or District policy, nor shall the Property or Premises be used for any unlawful purpose; (g) Any use or activity which is inimical or contrary to public morals, good manners, taste and/or welfare or which is morally objectionable as unsuitable for a public educational facility; (h) Any use or activity which would, in the sole discretion of District, unduly disrupt the residents in the surrounding neighborhood; (i) Any use or activity which would, in the sole discretion of District, injure or damage the Property, Premises, school facilities, grounds, equipment, or other school or District property; (j) Any use or activity which may cause an increase in the existing rate of insurance upon the Property or Premises or cause the cancellation of any insurance policy covering the Property or Premises; (k) No animals of any kind are allowed on the Property or Premises except for certified service animals or unless otherwise required by law; (l) Firearms, including pellet guns, BB guns, or sling shots, and other weapons or explosive devices are prohibited on any District property, including the Property and the Premises; (m) Tenant shall not commit or suffer to be committed, any waste upon the Property or Premises, or place any harmful substances, whether solid, liquid or gaseous, in the plumbing, sewer, or storm water drainage systems of the Property or Premises; and (n) pursuant to Education Code section 38136, activities that advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, or activities of a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States.

16.2 No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Property or Premises except in trash containers designated for that purpose. Additionally, Tenant shall comply with all environmental and hazardous materials laws, and shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Property or Premises. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes

regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCBs, and any material or substance which is: (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30, et seq.; (ii) defined as "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq. As used herein, the term "hazardous materials law" means any statute, law, ordinance, or regulation of any governmental body or agency, including, without limitation, the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services, which regulates the use, storage, release, or disposal of any Hazardous Material.

- 16.3** If parking on the Property, Tenant and its participants, employees, agents, volunteers, licensees, and invitees must park in District designated parking locations and drive on designated roadways. Under no circumstances shall Tenant or its participants, employees, agents, volunteers, licensees, and invitees drive or park on lawns, fields, pedestrian pathways, corridors, tracks, landscaping, courtyards, sidewalks, playground black top areas within the internal school site, or any other areas not intended for vehicles. Parking in designated fire lanes is prohibited. Tenant shall be solely responsible for any and all property damage or other losses resulting from unauthorized use or parking of vehicles in prohibited areas on the Property by Tenant or its participants, employees, agents, volunteers, licensees, or invitees. District shall have no responsibility for the safety of the vehicles or their contents parked at the Property, and Tenant assumes the entire risk of lost and theft with respect to property placed at the Property by Tenant or on its behalf.

17. Hold Harmless/Indemnification. To the fullest extent permitted by California law, Tenant shall defend, indemnify, and hold harmless District, its Board of Education and members, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, penalties, fines, liabilities, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, Tenant's use of or presence in, on, or about the Premises or Property, or from any activity, work, or thing done, permitted, or suffered by Tenant, its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, representatives, servants, tenants, concessionaires, invitees, or visitors in conjunction with the performance of this Agreement, including, but not limited to, personal or bodily injuries, illnesses, infectious diseases or bacterial or viral infections, death, property damage, theft or loss, or any non-compliance with any federal, state, or local laws, orders, regulations, or health and safety guidelines (including the fingerprinting and criminal background investigation requirements set forth in Education Code section 45125.1 if applicable) and unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against District or the Indemnified Parties, Tenant, upon notice from District, shall defend the same at Tenant's expense by counsel selected and approved in writing by District.

18. Insurance.

- 18.1 Commercial General Liability Insurance.** Tenant shall, during the Term or any Renewed Term of this Agreement, maintain in force, a combined, single-limit liability commercial general insurance policy with a \$2 million per occurrence and \$4 million aggregate limit of liability for bodily injury and property damage, including products and completed operations, and personal and advertising injury. The District, its Board of Education and members, and its officers, officials, employees, agents and volunteers shall be named as additional insureds at Tenant's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Tenant agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term or any Renewed Term of this Agreement.
- 18.2 Automobile Insurance.** Tenant shall, during the Term or any Renewed Term of this Agreement, maintain in force a comprehensive auto liability policy naming District, its Board of Education and members, and its officers, officials, employees, agents and volunteers, at Tenant's expense, as additional insured under such policy. The policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Tenant agrees to provide District an original certificate of insurance evidencing this coverage, including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term or any Renewed Term of this Agreement.
- 18.3 Workers' Compensation and Employer's Liability Insurance.** During the Term or any Renewed Term of this Agreement, Tenant shall comply with all provisions of law applicable to Tenant with respect to obtaining and maintaining workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury, illness, or disease. Prior to commencement and any renewal of this Agreement and Tenant's occupancy of the Premises, Tenant shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be cancelled or reduced without thirty (30) days prior written notice to District.
- 18.4 Property Insurance.** Tenant acknowledges and understands that the insurance to be maintained by District on the Premises will not insure any of Tenant's Equipment, property, improvements, or betterments made by Tenant. Accordingly, Tenant shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements and betterments made by Tenant, and personal property in, about, or on the Premises and Property. Said policy is to be for "All Risk" coverage insurance, at full replacement cost with no coinsurance penalty provision.

19. Health Pandemic Requirements.

- 19.1 Health Pandemic Protocols and Guidelines.** Tenant hereby acknowledges that the County of Sacramento, through its Health Officer, the State of

California, and the federal Center for Disease Control ("CDC") may issue pandemic, e.g., COVID-19, health protocols governing the use and operation of facilities by certain businesses and organizations (collectively, "Pandemic Protocols"), and Tenant acknowledges and represents that Tenant shall familiarize itself with any such current or future Pandemic Protocols, now and as they may be amended, updated, or superseded from time to time, and further, Tenant agrees to abide by the COVID-19 Protocols and other local, state, and federal guidelines regarding human protection from COVID-19 (collectively, the "Guidelines").

19.2 As the Pandemic Protocols and Guidelines contemplate additional requirements for facility readiness, Tenant understands and agrees that Tenant, at Tenant's own cost and expense, shall be responsible for appropriate and compliant deep cleaning, disinfection, and sanitation and other facility readiness requirements of the Premises to mitigate the risk of spreading a health pandemic, including the use of products approved by the Environmental Protection Agency ("EPA") and in compliance with the Healthy Schools Act ("HSA"). Likewise, at its own cost and expense, Tenant shall provide all personal protective equipment required to follow the Pandemic Protocols and Guidelines.

19.3 Tenant acknowledges and understands that an inherent risk of exposure to health pandemics exists in any public place where people are present, such as the District's Property. Tenant further acknowledges and understands that the District makes no representation or warranty regarding the condition of the Property with respect to health pandemics at any time during this Agreement, and further has no duty or responsibility to ensure the Property is made clear of such pandemics.

19.4 **Assumption of Risk.** Tenant understands and acknowledges that, due to health pandemics, there are certain risks inherent in visiting public spaces, such as the Premises and Property, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, disease, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Tenant agrees that District cannot ensure the safety of Tenant or Tenant's employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, attendees, family, heirs and visitors from risks associated with COVID-19 or other related or similar pandemics or other infectious diseases, sickness, or ailments. Tenant, on behalf of itself and its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, attendees, family, heirs, visitors, and all other related persons, agents, and entities (collectively and individually, "Tenant's Contacts"), HEREBY ACKNOWLEDGES AND ASSUMES FULL RESPONSIBILITY FOR AND RISK (KNOWN AND UNKNOWN) OF ACCIDENT, PERSONAL OR BODILY INJURY, SICKNESS, ILLNESS, VIRAL OR BACTERIAL EXPOSURE OR INFECTION, HOSPITALIZATION, LOSS OF PERSONAL PROPERTY, QUARANTINES, AND/OR DEATH AND ALL RELATED COSTS AND EXPENSES to Tenant or any member of Tenant's Contacts from, or in any way associated with, COVID-19 or other related or similar pandemic or infectious disease, sickness, or ailment that directly or indirectly results from, arises out of, or in any manner is connected with Tenant's or Tenant's Contact's use of or presence in, upon, or about the Premises or Property. This assumption

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 found in default of this Agreement.

22. Taxes and Assessments. It is understood and agreed that all taxes, costs, expenses, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind or nature whatsoever, which prior to or during the Term or any Renewed Term of this Agreement become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, or which Tenant is otherwise required to pay hereunder, shall be the full responsibility of Tenant, and Tenant shall pay all sums prior to delinquency. Tenant is responsible for any interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, along with all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Agreement. In the event of nonpayment by Tenant, District shall have all the rights and remedies with respect thereto as District has for the nonpayment of the rent. This provision shall survive the expiration or earlier termination of this Agreement.

23. Reservation of Rights. District reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the applications and appurtenances necessary or convenient for connection therewith, in, over, upon, through, across and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. District also reserves the right to grant franchises, easements, rights of way, and permits, in, over, upon, through, across, and along any and all portions of the Premises. Notwithstanding the foregoing, no rights reserved by District in this clause shall be so exercised as to interfere unreasonably with the use and operation of the Premises by Tenant as permitted under this Agreement.

24. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**
425 1st Avenue
Sacramento, CA 95818
Attn: Nathaniel Browning, Director, Capital
Projects, Facilities, and Resource
Management, Facilities Support Services

Sacramento County Office of Education
P.O. Box 26900
Sacramento, CA 95826
Attn: Chris Gilbert, Director III, Business
Technology, Operations and Facilities
Development

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

25. Inspection. District's employees and agents shall have the right at all reasonable times upon reasonable prior notice to Tenant to inspect the Premises to determine if the provisions of this Agreement are being complied with.

26. Construction Related Accessibility Standards. Pursuant to Civil Code section 1938, District states that the Premises and Property leased hereunder have not undergone inspection by a Certified Access Specialist (CASp).

27. Sublease and Assignment. Tenant shall not assign its rights, duties or privileges under this Agreement, nor shall Tenant sublease or attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of District. Any such attempt without District written consent shall be void.

28. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

29. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties in regard to Tenant's use of the Premises and supersedes all prior discussions, negotiations and agreements, whether oral or written pertaining to Tenant's use of the Premises. This Agreement may be amended or modified only by a written instrument executed by both Parties.

30. Governing Law; Venue. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of Sacramento, California.

31. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

32. Attorneys' Fees. In the event of any dispute under this Agreement, or the default by any Party of that Party's obligations hereunder, then the prevailing Party shall be entitled to recover, in addition to all other sums which may be due under the terms of this Agreement, all costs of suit, including reasonable attorneys' fees.

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 is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date above first written.

ACCEPTED AND AGREED:

DISTRICT:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
a California public school district

TENANT:

SACRAMENTO COUNTY OFFICE OF EDUCATION,
a California county government agency

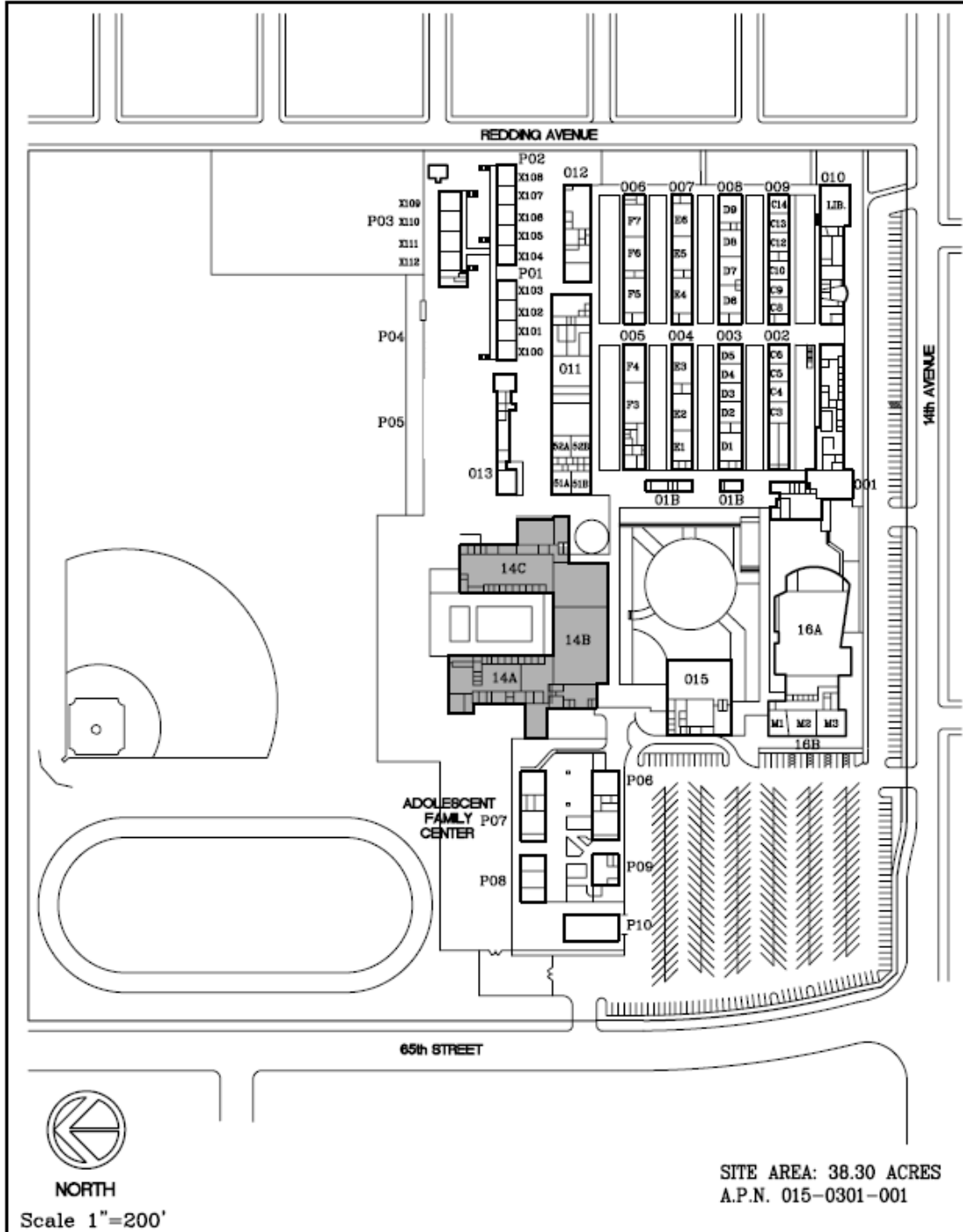
By: _____
Janae Marking,
Chief Business Officer

By: _____
Nickolas Schweizer, Associate
Superintendent, Business Services

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 property is depicted below.



Hiram W. Johnson High School (520)
6879 - 14th Avenue
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM

OCTOBER 2001

EXHIBIT "B"

DESCRIPTION OF THE PREMISES

The Premises constitutes the portable building numbered 9 or "P09", located within the area commonly referred to as the "Family Education Center" at the Hiram W. Johnson High School campus at 6879 14th Avenue in Sacramento, California. The Premises is depicted in orange below and is approximately 1,920 square feet. Tenant shall have exclusive use of the restrooms located within the Premises to the exclusion of the District or any other third-party, excepting entry by District staff to conduct its custodial, maintenance or repair duties or any inspection of the Premises. Tenant's employees, guests or invitees may park their vehicles in the parking lot located adjacent to the Premises, and accessible from 65th Street and 14th Avenue. Availability of parking is on a first-come, first-served basis.

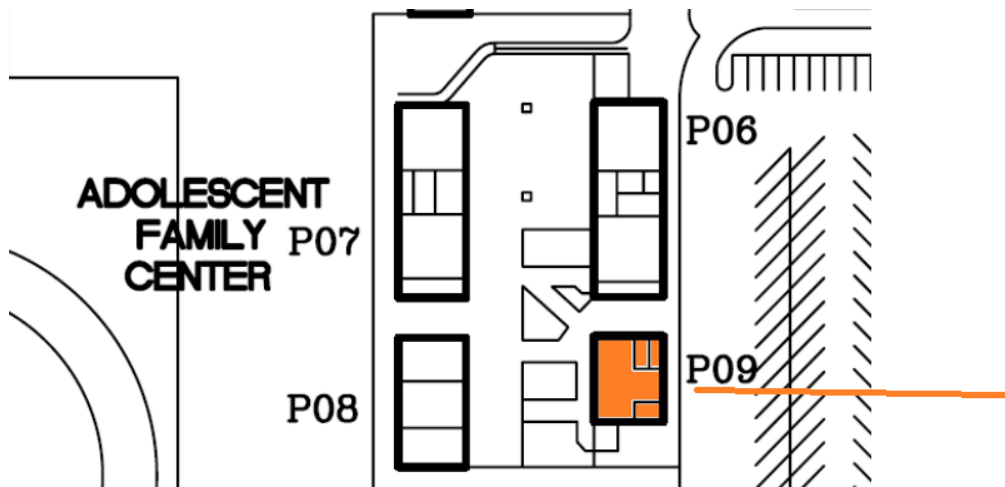


EXHIBIT "C"

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.

- Fingerprinting/Background Check requirements do not apply because Tenant/Tenant's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- Tenant/Tenant's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

- Tenant/Tenant's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

- Tenant/Tenant's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- Tenant is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil’s parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District’s preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Tenant has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Tenant has not been convicted of a felony as defined in Government Code Section 45122.1.

- Tenant is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Tenant’s Personnel who may interact with District pupils not under the immediate supervision of a pupil’s parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Tenant’s Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Tenant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Tenant’s Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment “A.” No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Tenant’s Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

TENANT CERTIFICATION

I am a representative of the Tenant entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Tenant. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Tenant’s sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification” information for all Tenant’s Personnel throughout the duration of the Agreement. **A list of Tenant’s Personnel is attached hereto as Attachment A.**

Date: _____

Tenant: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT "A"
Tenant's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

[END OF CERTIFICATION]