



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1e

Meeting Date: March 6, 2025

Subject: Approve Addendum to Lease and Joint Use Agreement between SCUSD and Pivot Sacramento for Fruitridge Community Collaborative

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

Division: Facilities Support Services

Recommendation: Approve the Addendum to Lease and Joint Use Agreement between SCUSD and Pivot Sacramento for Fruitridge Community Collaborative.

Background/Rationale: The District and Pivot Sacramento entered into a Lease and Joint-Use Agreement for the use of the Fruitridge Community Collaborative on November 1, 2024. Since then, the District and Pivot have agreed to reduce the square footage in a few key spaces at the site that are no longer usable for tenants. This Addendum memorializes these changes.

Financial Considerations: None.

LCAP Goal(s):

1. Goal 1 – Graduation Outcomes
2. Goal 2 – Academic Outcomes
3. Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

1. Addendum to Lease and Joint Use Agreement between SCUSD and Pivot Sacramento for Fruitridge Community Collaborative.

Estimated Time of Presentation: N/A

Submitted by: Nathaniel Browning, Director, Planning and Property Management

Approved by: Chris Ralston, Assistant Superintendent, Facility Support Services

Janea Marking, Chief Business and Operations Officer

Lisa Allen, Superintendent

**ADDENDUM TO THE
LEASE AND JOINT-USE AGREEMENT
BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
PIVOT SACRAMENTO**

THIS ADDENDUM TO THE LEASE AND JOINT-USE AGREEMENT ("Addendum") is made March 6, 2025 ("Effective Date"), by and between the Sacramento City Unified School District, a California public school district ("District"), and Pivot Sac, a California nonprofit corporation ("Tenant"), herein referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District owns property located at 4625 44th Street in Sacramento, California, commonly referred to as Fruitridge Community Collaborative, which is depicted in **Exhibit "A,"** attached hereto and made part of this Addendum ("Property");

WHEREAS, Parties entered into a Lease and Joint-Use Agreement ("Agreement") for a portion of the Property on November 1, 2024;

WHEREAS, the Parties desire to amend the Agreement to remove a portion of the square footage initially outlined within the Agreement;

WHEREAS, the updated portion of the Property, as outlined within this Addendum is more specifically described in **Exhibit "B"** attached hereto ("Premises"), and District desires to allow Tenant to continue operation of Program on the Premises, as specified herein;

WHEREAS, the Premises shall be rented from the District by Pivot Sacramento for One and 88/100 Dollars (\$1.88) per square foot per year;

WHEREAS, all other sections of the November 1, 2024 Agreement shall still apply.

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

ADDENDUM

1. Use of the Premises. The Premises is more particularly described at **Exhibit "B."** District agrees to reduce the overall square footage leased by Tenant to no longer include Room 14, comprised of 926 square feet, and the basement, comprised of 1,912 square feet. The total amount leased by Tenant is now 43,644 square feet in total. 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 and within the Agreement dated November 1, 2024. Tenant shall be solely responsible for managing its sublessees and enforcing the terms and restrictions governing use of the Property and Premises pursuant to this Agreement. Tenant shall require all sublessees, through written sublease agreements signed by Tenant and its sublessees, to agree to and abide by the terms and conditions of this Agreement governing the use of the Property and Premises. Upon District request, Tenant shall provide to District copies of sublease agreements within ten (10) days of District's request.

2. Rent.

2.1 Rent. The Parties agree that rent for the Premises is One and 88/100 Dollars (\$1.88) per square foot per year. For and in consideration of the use of the Premises during the Term of this Agreement, Tenant agrees to pay District monthly payments of Seven Thousand, Two Hundred Eighty-Two and 18/100 Dollars (\$7,282.18) ("Rent"). The first payment of Rent shall be due immediately following the execution of this Agreement. Tenant's payments of Rent are due by the 15th of each month throughout the term of the Agreement, or any Renewed Term of this Agreement, without deduction, setoff, prior notice, or demand.

2.1.1 Annual Adjustment. The amount of Rent shall be adjusted annually on July 1 of each year of this Agreement, beginning on July 1, 2025, to reflect the percentage increase in the Consumers Price Index for All Urban Consumers (CPI-U)(1982-84=100), as compiled by Bureau of Labor statistics of the U. S. Department of Labor for the San Francisco-Oakland-Hayward metropolitan area, using either the seasonally adjusted CPI-U for the preceding calendar year or the percentage change of the April to April monthly indices, whichever is greater ("Annual Adjustment"). The minimum Annual Adjustment in Rent shall increase by no less than three percent (3%) and no greater than six percent (6%).

2.1.2 Notification. District shall notify Tenant of the Annual Adjustment of the Rent, in writing, by July 1 of each year. The Annual Adjustment of Rent shall not require an amendment to this Agreement.

2.2 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.

2.3 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, to the care of the Accounting Department, located at 5735 47th Avenue, Sacramento, California, 95824 or any other place that District may designate by written notice to Tenant.

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

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

ACCEPTED AND AGREED:

DISTRICT:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____

Janea Marking,
Chief Business and Operations Officer

TENANT:

PIVOT SACRAMENTO
a California Public Benefit Organization,
501c3.

By: _____

Lisa Miller, Executive Director

EXHIBIT "A"

SITE MAP OF THE PROPERTY

The District-owned Property is located at 4625 44th Street in Sacramento, California, and is depicted in yellow below.



EXHIBIT "B"

DESCRIPTION OF THE PREMISES

The Premises constitutes a portion of the District-owned Property located at 4625 44th Street in Sacramento, California, and is depicted below. The Premises is approximately 43,644 square feet.

