



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1d

Meeting Date: February 3, 2022

Subject: Approve Revised Joint Venture and License Agreement Between Sacramento City Unified School District and La Familia Counseling Center, Inc.

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)

_____ : Approve amended Joint Venture and License Agreement Between Sacramento City Unified School District (SCUSD) and La Familia Counseling Center, Inc.

Background/Rationale: This agenda item makes small adjustments to the Agreement and attached site map that the Board approved on September 16, 2021.

The previous site map approved last September did not accurately represent the entire premises leased by La Familia, and this agenda item makes that correction. The attached Agreement also includes a small edit to the item numbering on page 5 of the Agreement. All other elements of the Agreement and Attachments remain the same, as outlined in the September 16, 2021 agenda item.

Financial Considerations: None.

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

Documents Attached:

1. Redlined Joint Venture and License Agreement Between Sacramento City Unified School District and

<p>Estimated Time of Presentation: NA</p> <p>Submitted by: Rose Ramos, Chief Business and Operations Officer Nathaniel Browning, Director of Facilities</p> <p>Approved by: Jorge A. Aguilar, Superintendent</p>

**JOINT VENTURE AND LICENSE AGREEMENT BETWEEN SACRAMENTO
CITY UNIFIED SCHOOL DISTRICT
AND LA FAMILIA COUNSELING CENTER, INC.**

THIS JOINT VENTURE AND LICENSE AGREEMENT ("Agreement" or "License") is made and entered into upon approval between the parties below ("Effective Date"), by and between the Sacramento City Unified School District ("District") and La Familia Counseling Center, Inc., a California nonprofit corporation ("La Familia") (collectively, the "Parties"). The operative date ("Operative Date") shall be the date of occupancy by La Familia which is estimated to be August 1, 2015 (the "Occupancy Date").

This First Amendment ("Amendment") to the Joint Venture Agreement dated August 1, 2015 ("Agreement") is made and entered into as of June 15, 2021 ("Effective Date") by and between the Sacramento City Unified School District ("District") and La Familia Counseling Center, Inc. ("La Familia") (collectively, the "Parties").

WHEREAS, the District owns property at 3301 37th Avenue in the City of Sacramento which was previously known as Maple Elementary School ("Maple"); and

WHEREAS, the District and La Familia desire to enter into a joint

commit the District to accepting such proposals by La Familia.

conduct their activities without causing waste, vandalism, or a nuisance at the Premises. La Familia waives any claim for damages for injury, inconvenience or interference with La

for any interruption in the supply of any utility services to the Premises nor shall any such interruption constitute any ground for an abatement of La Familia's obligations under the Agreement, unless such is the result of the gross negligence or willful misconduct of District. The use of tax exempt property, such as the Premises, may subject persons or entities occupying the Premises to a "possessory interest tax." To the extent La Familia is subject to a possessory interest tax for its use, the tax shall be paid by La Familia.

Agreement to Meet and Confer. The Parties will meet and confer, within six months of the Effective Date to negotiate, in good faith, current and future year fees, terms and conditions.

ARTICLE IV

INSURANCE AND SAFETY

4.1 **Insurance Requirements.** La Familia shall maintain insurance in the minimum amounts as required by the District. For the first License Year, there shall be a minimum of \$1,000,000 per occurrence for both Premises liability and personal liability. In subsequent License Years, the insurance requirements may be adjusted depending on the scope of uses by La Familia and scope of uses by sublicensees. La Familia shall submit evidence of such insurance and shall name the District as an additional insured prior to occupancy. As an additional insured, La Familia's policy requirements shall: (i) name District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to District before the cancellation or reduction of coverage or amount of such policy.

A certificate issued by the carrier, or carriers, of the policies described herein shall be delivered to District prior to La Familia's, its employees, volunteers and/or its independent contractors first entry onto the Premises. Each such certificate shall set forth the limits, coverage, and other provisions required under this section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of A:X or higher and the insurance carrier shall be admitted in California to provide insurance coverage and issue policies.

The policy requirements may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required herein and does not reduce the coverage, impair District's rights under the Agreement, or negate, or decrease, La Familia's obligations under the Agreement.

4.2 **Safety.** La Familia shall be solely and completely responsible for conditions of the Premises, including safety of all persons and property. The foregoing shall include but not be limited to ensuring that the installation of any improvements to the Premises are adequately secured by La Familia to avoid the creation of an attractive nuisance or other hazardous condition. La Familia, its agents, employees, invitees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Premises and services provided shall fully conform to all applicable State, local and Federal safety laws, rules, regulations, and orders.

4.3 **Occurrence of a Casualty.** If at any time during the Term, the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of District or any person or entity under its explicit direction or control, if caused in whole or in part by La Familia, its employees, agents, invitees, guests, vendors, or any other person acting under La Familia's control or direction, the Agreement shall continue in full force and effect and La Familia, at its sole cost and expense, shall be responsible for repairing and restoring the damaged Premises and related improvements and shall diligently proceed with such repairs and/or restoration until completion. If at any time the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of La Familia, its employees, agents, invitees, guests, vendors, or any other person acting under La Familia's control or direction, then at its option the District may terminate this License upon written notice to La Familia and may at its option proceed with repairs and/or restoration of the Premises.

4.4 **Indemnity By La Familia.** Except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person or entity under its explicit direction or control, La Familia shall indemnify and hold District,

GENERAL TERMS AND PROVISIONS

5.1 **Entire Agreement**. The Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in the Agreement and all understandings, oral or written, with respect to the subject matter of the Agreement are hereby superseded.

5.2 **Future Assurances**. Each Party hereto shall cooperate and take such actions as may reasonably be required by the other Party hereto in order to carry out the provisions of the Agreement and the transactions contemplated by the Agreement.

5.3 **Amendment of Agreement**. No modification of, deletion from, or addition to the

full authority to bind the corporation known as La Familia Counseling Center, Inc. and to execute and deliver the Agreement on behalf of the corporation.

All Other Terms Remain the Same. Except as set forth in sections 1 and 2, and provided the Parties are successful in negotiating the fees, terms and conditions pursuant to section 3, all other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the Effective Date.

DISTRICT:

Sacramento City Unified School District

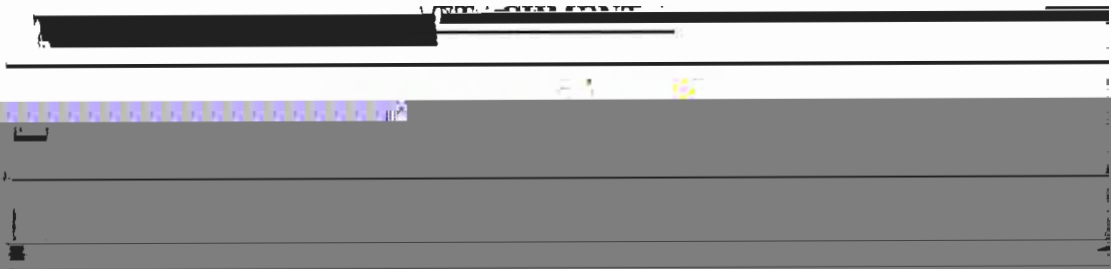
By: _____
Jorge Aguilar
Its: Superintendent

LA FAMILIA:

La Familia Counseling Center, Inc.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



DESCRIPTION OF PREMISES

Attachment "A"

Outdated Map

FRANKLIN BLVD.

P01

P03

P02

002

4
3
2
1

001

2

1

□

36th AVENUE

001

37th AVENUE

COM CENTER

16

17

P06



NORTH
Scale 1"=100'

SITE AREA: 5.62 ACRES
A.P.N. 025-0202-006
A.P.N. 025-0231-009

JOINT VENTURE AND LICENSE AGREEMENT BETWEEN

into upon approval between the parties below ("Effective Date"),
by and between the Sacramento City Unified School District ("District") and La Familia
Counseling Center, Iapa-62., a CaliFnia nonpnterofit tric4(ho)rpor9(Fa4(c)4(ti)on [(()-L) a

commit the District to accepting such proposals by La Familia. The License Fee shall be negotiated each year, after the first License Year during the Negotiation Period. The License Fee shall be paid by the tenth of each month or be subject to a late payment fee of \$50 for each week of delinquency plus a 5% interest charge on the principal of the License Fee. For the first License Year, and assuming occupancy on or about August 1, La Familia may pay

4.3 **Occurrence of a Casualty.** If at any time during the Term, the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of District or any person or entity under its explicit direction or control, if caused in whole or in part by La Familia, its employees, agents, invitees, guests, vendors, or any other person acting under La Familia's control or direction, the Agreement shall continue in full force and effect and La Familia, at its sole cost and expense, shall be responsible for repairing and restoring the damaged Premises and related improvements and shall diligently proceed with such repairs and/or restoration until completion. If at any time the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of La Familia, its employees, agents, invitees, guests, vendors, or any other person acting under La Familia's control or direction, then at its option the District may terminate this License upon written notice to La Familia and may at its option proceed with repairs and/or restoration of the Premises.

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GENERAL TERMS AND PROVISIONS

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5.2 **Future Assurances**. Each Party hereto shall cooperate and take such actions as may reasonably be required by the other Party hereto in order to carry out the provisions of the Agreement and the transactions contemplated by the Agreement.

5.3 **Amendment of Agreement**. No modification of, deletion from, or addition to the Agreement shall be effective unless made in writing and executed by both District and La Familia.

5.4 **Waiver**. The failure by either Party to enforce any term or provision of the Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of the Agreement shall be deemed or shall constitute a waiver of any other provision of the Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

5.5 **Severability**. In the event any clause, sentence, term or provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for

employee or agent of District.

5.11 **Notices**. Any notice required or desired to be given pursuant to the Agreement shall be in writing, duly addressed to the Parties below. By written notice in conformance herewith, either Party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given upon confirmed receipt, if sent by certified or registered mail, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice may also be given by facsimile with proof of transmission, or by express mail with proof of delivery. Notice sent by any other manner shall be effective only upon actual receipt thereof.

District:

Chief Business &
Operations Officer,
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Ph:

full authority to bind the corporation known as La Familia Counseling Center, Inc. and to execute and deliver the Agreement on behalf of the corporation.

ATTACHMENT A

DESCRIPTION OF PREMISES

Leased space is 26,271 square feet.

