



Estimated Time of Presentation : N/A

Submitted by: Cathy Allen, Chief Operations Officer

Approved by : Jorge A. Aguilar, Superintendent

# Board of Education Executive Summary

## Facilities Support Services

Exclusive Negotiating Agreement – Old Marshall School, 2718 G Street  
March 15, 2018



### I. Overview/History of Department or Program

The California Department of Education approved the District's waiver request to "waive all or portions of California Education Code sections specific to statutory provisions for the sale or lease of surplus property" for the Old Marshall School property located at 2718 G Street. In conjunction with counsel, staff has prepared an Exclusive Negotiating Agreement to allow the developer, Mogavero/Bardis, to conduct its due diligence in support of the proposed project. The due diligence time period allows the developer the opportunity to more fully investigate the site to determine the feasibility of continuing with the proposed project. If, at the end of the due diligence period, the developer opts to continue pursuing the project the developer and the District would negotiate a Property Development Agreement outlining terms and conditions moving forward.

### II. Driving Governance:

BP 7150  
Education Code §17385 et seq.  
Education Code §17400-17429 et seq.

### III. Budget:

N/A at this time.

### IV. Goals, Objectives and Measures:

Inform the Board of next steps regarding the use of the Old Marshall School site.

### V. Major Initiatives:

N/A

### VI. Results:

and approve Exclusive Negotiating Agreement with Mogavero/Bardis.

**EXCLUSIVE NEGOTIATING AGREEMENT  
(2718 G STREET, OLD MARSHALL SCHOOL)**

**PREAMBLE**

**This Exclusive Negotiating Agreement** (the “Agreement” or “ENA”) is effective on the date

**Sacramento City  
Unified School District** (the “District”) and **Bardis/Mogavero**  
(collectively, “Bardis/Mogavero”) (referred to as the

**RECITALS**

**WHEREAS**, Bardis/Mogavero has been selected to occupy the  
School property located at 2718 G Street, Sacramento, California  
“Property”) pursuant to its proposal (“Proposal”) in response to the  
Request for Proposals (the “RFP”); and

**WHEREAS**, the California Department of Education (“CDE”) has granted a  
waiver of specified Education Code sections which

\_\_\_\_\_. The foregoing recitals are adopted **WHEREAS**, the CDE waiver was approved with  
governing board of the Sacramento City Unified School District at a  
meeting in which the proposal is received, and that the meeting was held in  
public session and included in the minutes of the meeting.

**WHEREAS**, it appears that the proposal by Bardis/Mogavero, should be received by the District no later than

**WHEREAS**, the Parties desire to enter into an Exclusive Negotiating Agreement for the

2.

For Mogavero Architects, Inc.  
David Mogavero, Principal/Chief Executive Officer  
Dominic Mogavero, Development Services  
2012 K Street  
Sacramento, CA 95811  
Phone: (916) 443-1033  
Fax: (916) 443-7234  
Email: dommogavero@mogaveroarchitects.com

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged.

8. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be amended except in writing executed by both Parties.

9. Authority; Execution in Counterparts. The persons designated below shall have the power to authorize and designate an agent or representative to sign on behalf of the signatory below by written acknowledgment which shall not be required to be notarized. Signatures may be executed in counterparts on separate signature pages. Copies of signatures, including facsimile and electronic signatures, shall have the same force and effect as original signatures.

10. Ratification by District. The Agreement shall not be effective until ratified by the Board of Education or delegated for approval to the Superintendent or his authorized designee.

**EXECUTION**

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the last signature date below.

Dated: \_\_\_\_\_, 2018                      SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
By \_\_\_\_\_

Its:

Dated: \_\_\_\_\_, 2018                      BARDIS HOMES, INC.  
By \_\_\_\_\_  
Katherine Bardis,  
Co-

Dated: \_\_\_\_\_, 2017

MOGAVERO ARCHITECTS

By \_\_\_\_\_

David Mogavero,  
Principal/Chief Executive Officer