



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1n

**Meeting Date:** July 16, 2015

**Subject:** Approve Joint Venture and License Agreement Between Sacramento City Unified School District and Social Good Fund, Inc. (Fruit Ridge Community Collaborative)

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

**Department:** Facilities Support Services

**Recommendation:** Approve Joint Venture and License Agreement Between Sacramento City Unified School District and Social Good Fund, Inc. (Fruit Ridge Community Collaborative).

**Background/Rationale:** Following the 7-11 committee's recommendation to not surplus any of the recently closed school sites and further direction given by the Board to seek out viable tenants to provide services to

**Documents Attached:**

1.

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JOINT VENTURE AND LICENSE AGREEMENT  
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND SOCIAL GOOD FUND, INC.

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

WHEREAS, the District owns property at 4625 44<sup>th</sup> Street, City of Sacramento which was previously known as Fruit Ridge Elementary School ("Ridge"); and

WHEREAS, the District and Social Good Fund, Inc. desire to enter into a joint venture and license relationship for the use of the premises at Fruit Ridge described below (the "Premises") and

WHEREAS, the Agreement sets forth the terms and conditions for such use.

NOW, THEREFORE, the Parties agree to the following terms and conditions

ARTICLE I

JOINT VENTURE AND LICENSE USE

1.1 Joint Venture and License Premises The Parties enter into a joint venture and license relationship for the use of the Premises. The District, as Licensor, hereby

the District and the community it serves, including student populations. Nothing herein shall commit the District in reviewing such proposals by Social Good Fund, Inc. The License Fee shall be negotiated each year, after the first License Year during the Initial 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, Social Good Fund, Inc. may pay quarterly payments by October 15, January 15, April 15, and July 15 for the year ending June 30, 2016. For subsequent License Years, monthly payment shall be made. Any quarterly payment shall be subject to the same late payment and interest calculation set forth above. Acceptance of payment of a delinquent License Fee, and late payment fee plus interest, shall not



the Agreement and the failure of the breaching party to cure the breach within sixty (60) days of being notified of the breach, or such other date as the Parties may agree or a reasonable time to cure the breach not to exceed one hundred and twenty (120) days. If District terminates the Agreement for cause, it may bring an action to recover any damages from Social Good Fund, Inc. including any unpaid License Fee and to revoke the License.

2.5 Vacation of Premises On or before the Termination Date or Early Termination Date, Social Good Fund, Inc. shall return the Premises and the affected portions of the Premises to District in a clean condition, ordinary wear and tear excepted. Social Good Fund, Inc. shall be responsible for the cost of any damage caused to the Premises and/or the affected portions of the Premises resulting from Social Good Fund, Inc.'s surrender of the Premises. On or before the Termination Date or Early Termination Date, Social Good Fund, Inc. and Social Good Fund, Inc.'s agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises. Social Good Fund, Inc. shall have the right to remove furnishings and equipment. Any fixtures may be removed as long as damage is not caused to buildings or other structures.

## ARTICLE II I

ASSESSMENTS, TAXES, FEES, CHARGES

amount of such policy.

A certificate issued by the carrier or carriers of the policies described herein shall be delivered to District prior to

4.4.1 The death or injury of a person who is an employee, guest, invitee, or agent of Social Good Fund, Inc., or by reason of the damages to or destruction of any property, including property owned by Social Good Fund, Inc. or by any person who is an employee or agent of Social Good Fund, Inc., from any cause whatsoever as a direct result of operating the Program Services or Social Good Fund, Inc. and/or occupancy of the Premises while that person or property is in or about the Premises in any way connected with the Premises with any of Social Good Fund, Inc. improvements or personal property on Premises

4.4.2 The death or injury of any person, including a person who is an employee, guest, invitee, agent of Social Good Fund, Inc., or by reason of the damage to destruction of any property, including property owned by Social Good Fund, Inc. or any person who is an employee or ee or ee or ee or nsonD [(i)-2(nc)4(l)-2(udip)-10(e)o-103(s)The The ird(T)1(he



constitute a waiver of any other provision of the Agreement shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
Ph: (916) 643-2233

Social Good Fund, Inc.  
Social Good Fund, Inc.  
PO Box 5473  
Richmond, CA 94805  
Ph: (510) 621-7223

If facsimile transmission is made, each Party shall supply a fax number to the other Party.

5.12 Alternative Dispute Resolution In the event of any dispute regarding the provisions of the Agreement, the Parties shall attempt to mediate a resolution. If mediation is not successful, the Parties agree to submit their dispute to binding arbitration with an acceptable third party, or if the Parties cannot agree, with either the American Arbitration Association ("AAA") or JAMS in Sacramento County. Each Party shall share the cost of the mediator/arbitrator and each Party shall bear their respective attorneys fees and costs.

5.13 Incorporation of

By: \_\_\_\_\_  
José L. Banda  
Its: Superintendent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTACHMENT A

DESCRIPTION OF PREMISES