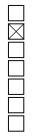


## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

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

**<u>Recommendation</u>**: 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:

#### <u>DRAFT</u>

#### 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 be**lfex**(VE Date") by and between the Sacramento City Unified School Dist**Dist**(rict") and Social Good Fund, Inc., a California nonprofit corporation \$cial Good Fund, Int? (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 ownsproperty at 4625 4<sup>th</sup>4Street,City of Sacramento which was previously known as Fruit Ridge Elementary School (t'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 pises Fruit Ridgedescribed below(the "Premises") and

WHEREAS, the Agreemenstets forth the terms and conditions for such use.

NOW, THEREFORE, the Parties agree to the followinterms and conditions

#### ARTICLE I

#### JOINT VENTURE AND LICENSE USE

1.1 <u>Joint Venture and LicensePremises</u> The Parties enter into a joint venture and license relationship forhe use of the Premises he District, as Licensor, hereby

the District and the community it serves, including student populations. Nothing herein shall commit the District in reviewing uchproposals by Social Good Fund, IncThe License Fee shall be negotiated each year, after the first License Year during gradiation 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 us a 5% interest charge on the principal of the License Fee 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 freest 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 sixt (46)) of being notified of the breach, or such other date as the Parties may agree or a reasonable time to cure the breachot to exceed one hundred and twenty (120) df (2) istrict terminates the Agreement for cause, it may bring an action to recoverny damages model and Fund, Inc. including any unpaid License Fee and to revoke the License.

2.5 <u>Vacation of Premises</u> On or before the ermination Date or Early Termination Date, Social Good Fund, Inc. sheet urn the Premises and the affected portion the Premises to District in a clean condition, ordinary wear and tear excepted and/or the affected portions of the responsible for the cost of any damage caused to the Premises and/or the affected portions of the Premises resulting from Social Good Fund, Itscsurrender of the Premise® nor before the Termination Date or Early Termination ate, Social Good Fund, Inc. and Social Good Fund, Inc.'s agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premise® ocial 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, CHARGo r[T /P <</(n)-10(c)4( 0 Tw 5.59U)3( 110(ES)-

amount of such policy.

A certificate issued by the carriers of the policies described dereinshall 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, Is a seand/or occupancy of the Premises whithat person or property is in or about the Premiseis any way connected with the Premises with any of Social Good Fund, Inc. is provements or personal property on Fremises

4.4.2 The death or injury of any person, includ**ang** person who is an employee, guest, inviteer agent of Social Good Fund, Inc., or by reason of the danoaoge t 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 n sonD [(i)-2(nc)4(l)-2(udip)-10(e)o-103(s)The The iro[(T)1(he)

#### e)]T-& -{0},)2003 jTi()3),(0,p),20,0(xe),4),+23,2,472004 jTi;)3(.a,0x4)fTi;s0;c5);(xe),0)TcbciaTueOoTrwSlo&iaOry.cbeida(ruds);fTvJ-2507(x4),(1)a&(325),20

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 Unifie**&**chool District 5735 47th Avenue SacramentoCA 95824 Ph: (916) 6439233

Social Good Fund, Inc. Social Good Fund, Inc. PO Box 5473 Richmond, CA 94805 Ph: (510) 6217223

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

5.12 <u>Alternative Dispute Resolution</u> 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 medator/arbitrator and each Party shall bear their respective attorneys fees and costs.

5.13 Incorporation of

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

Ву:	 
Name:	
-	
By:	
Name:	
lts:	
Its: By: Name: _	 

### ATTACHMENT A

DESCRIPTION OF PREMISES