



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1e

Meeting Date: September 16, 2021

Subject:

**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 venture and license relationship for the use of the premises at Maple 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 grants to La Familia, as Licensee, a license (the "License") for the mutual benefit of the community and children served by both the District and La Familia. Pursuant to the License, La Familia shall have the right to use, subject to the terms and conditions herein, the Premises at Maple as more particularly described in Attachment A incorporated herein by this reference. The Premises, for the purpose of the License, may be adjusted from year to year. The license year shall be the fiscal year from July 1 to June 30 (the "License Year"). For the first year, the License Year is estimated to commence on August 1 and shall end on June 30, 2016. The Premises as described in Attachment A shall be the Premises for the first License Year. Thereafter, from year to year, the Premises may be adjusted by the Parties. During the course of a License Year, the Premises may be increased on the providing of written notice as set forth in section 5.11 below. Any adjustments, as described in the Agreement, shall be negotiated at least 90 days before the end of the License Year (the "Negotiation Period").

1.2 **License Fee**. The initial License Fee shall be \$1.88 per square foot per year for the Premises. After the first License Year, any adjustments to the License Fee may not be increased more than 10% above the prior year's License Fee based upon the costs incurred by the District relating to the Premises and other considerations identified by the District. Any decreases to the initial License Fee may be proposed by La Familia based on such considerations as its enhancements or improvements to the Premises, its repairs to the Premises, and the benefits to

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 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 waive other remedies of the District to terminate or revoke the License granted herein.

1.3 **License Deposit.** To assure that La Familia performs its obligations under the License, and as a source for the payment of any delinquent License Fee due, Licensee agrees to deposit with the District an amount of \$5,000 (the "License Deposit"). The License Deposit shall be made with the District in a fund which will bear interest at the same rate as District funds pursuant to deposit requirements imposed on public school districts. Any unused License Deposit plus interest earned shall be remitted to La Familia.

1.4 **Sublicense**

conduct their activities without causing waste, vandalism, or a nuisance

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

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.

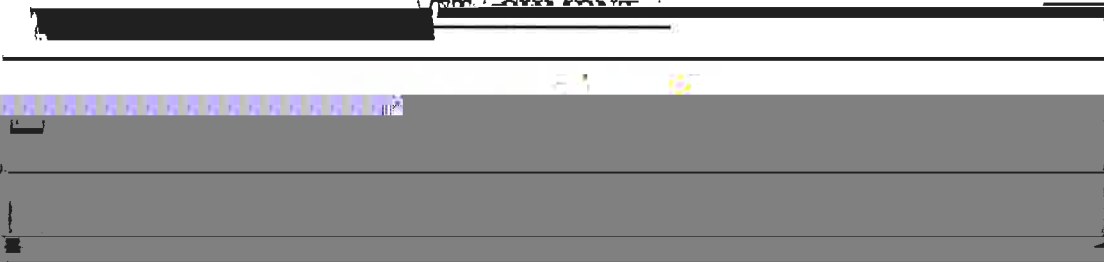
5.3 **Amendment of Agreement**. No modification of, deletion from, or addition to the Agreement shall be effective unless made in writing and executed by both District and La Familia.

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.

5.10 **Independent Contractor**. La Familia is an independent contractor, not an officer, employee or agent of District.

5.11 **Notices.**

5.17 **Warranty of Authority**. The signatories of La Familia warrant they have full



DESCRIPTION OF PREMISES

Attachment "A"

FRANKLIN BLVD.

P01

P05



P03

002

4

3

2

1

001



36th AVENUE

001

37th AVENUE

COM
CENTER

16

17

P08

NORTH
Scale 1"=100'

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