

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1k

Meeting Date : June 15, 2017

Subject : Approve Joint Venture and License Agreement between Sacramento City Unified School District and Asian Resources, Inc.

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

Division : Facilities Support Services

Recommendation : Approve Joint Venture and License Agreement between Sacramento City Unified School District and Asian Resources, Inc.

, Inc. to use approximately 9,041

is proposed for 7 years at a rate of \$2.06 per square

for the first twenty-four months in exchange for the

removal of six heating, ventilating and air conditioning

Financial Considerations : TBD

LCAP GOAL (s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Joint Venture and License Agreement

Estimated Time of Presentation : NA

JOINT VENTURE AND LICENSE AGREEMENT
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND ASIAN RESOURCES, 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 Asian Resources, Inc. a California nonprofit corporation ("ARI") (collectively the Parties). The operative date (Operative Date) shall be the date of occupancy ARI which is estimated to be June 16, 2017 (the Occupancy Date).

WHEREAS, the District owns property at 5100 El Paraiso Avenue, in the City of Sacramento which was previously known as Clayton B. Wie Elementary School

proposals by ARI. The License Fee shall be negotiated each year, after the first License Year

approval. The District reserves the right to require, depending on the nature and scope of improvements, lien releases, bonding requirements, insurance during construction, and compliance with other legal obligations associated with such improvements on school property. After the initial 24 month period, and in consideration of the payment of the License Fee, the District shall conduct necessary maintenance of the Premises (District Maintenance) such as repairing leaks, plumbing, and HVAC systems. Other routine maintenance such as repairing windows, minimal landscaping and general maintenance, may be done at the discretion of the District, associated with preserving the structure and other improvements at the Premises. The District shall have the right to recover any costs caused by any licensee committing waste or causing destruction or dilapidation, normal wear and tear excepted.

1.6 **Premises Inspection.** During normal business hours, the District may enter and inspect the Premises for compliance under the License and for compliance by any licensee. Such entry shall not unreasonably interfere with the activities being conducted at the Premises. All licensees shall conduct their activities without causing waste, vandalism or a nuisance at the Premises. ARI waives any claim for damages for injury, inconvenience or interference with ARI's activities, or any loss of occupancy or quiet enjoyment, caused by such entry except to the extent caused by gross negligence, recklessness or willful misconduct of District or any person under its explicit direction or control. District shall have keys or keycards, to unlock all doors on the Premises and the right to enter by any means necessary for entry. Any entry to the Premises obtained by District by any means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry.

all remedies at law or in equity, including damages and payment of delinquent amounts due, to

t o Dist rict prior t o ARI's , i s empl oyes, v ol unt eers and/or i s independent cont ract ors first ent ry ont o t he Premies. Each such cert ificat e sh al l set fort h t he l i m i t s, cov erag e, and ot her prov isions requir ed under t h i s sect ion. A renewal cert ificat e for each of t he pol icies described above sh al l be del iv er ed t o Dist rict not less t h an t h i t y(30) days before t he expiat ion of t he t erm of such pol icy. Cov erag e sh al l be subj ect t o Dist rict 's approv al and sh al l carry a rat ing of A:X or h i g h er and t h e insurance carrier sh al l be adm it t ed i n Cal forni a t o prov ide

4.4.2 The death or injury of any person, including any person who is an employee, guest, invitee, or agent of ARI or by reason of the damage to or destruction of any property including property owned by ARI or any person who is an employee or agent of ARI,

5.7 **Governing Law and Venue.** The Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively in the State of California. Subject to the alternative dispute resolution provision set forth in section 5.1, any action or proceeding seeking any equitable remedies or remedies at law with respect to the provisions of the Agreement shall be brought in the Superior Court for the County of Sacramento.

5.8 **Assignment.** ARI shall not have the right to assign the Agreement in the Agreement, without District's prior written consent. A sublease by ARI shall not be considered an assignment. Any assignment made without such prior written consent shall be void, and at the option of District, shall terminate the Agreement. No right under the Agreement nor claim for any money due or to become due hereunder shall be asserted against District, or persons acting for District, by reason of any assignment of the Agreement without District's written consent. Consent to one assignment, or other transfer shall not be deemed to constitute consent to any subsequent assignment, or other transfer.

5.9 **Binding Effect.** The Agreements, conditions, and provisions contained in the Agreement shall, subject to provisions for assignment, apply to and bind the heirs, executors, administrators, successors, and assigns of the parties to it.

5.10 **Independent Contractor.** ARI is an independent contractor, not an officer, 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.

ATTACHMENT A
Pages 1 and 2

CB Wire
5100 El Paraiso Avenue
City of Sacramento

Page 2

Site C.B. Wire

Building	Room	
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