

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

Agenda Item 10.11

Meeting Date : June 15, 2017

Subject : Approve Amendment to the Joint Venture and License Agreement between Sacramento City Unified School District and La Familia Counseling Center, Inc.

- 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 Amendment to the Joint Venture and License Agreement between Sacramento City Unified School District and La Familia Counseling Center, Inc.

Background/Rationale : La Familia is currently occupying the former Maple School site on an original 7-year License Agreement. They are requesting a 5-year extension to their Agreement in order to allow them opportunities to fundraise with interested firms and individuals. As part of the fundraising requirements, La Familia is requesting the extension to demonstrate SCUSD's and La Familia's long-term commitment to the program. In addition, we are removing a section of the original License Agreement that currently requires the SCUSD to relocate the tenant if the SCUSD exercises the option to terminate the Agreement. Both parties agree to meet and confer within the next 6 months to discuss fees, terms and conditions specifically around annual utility charges.

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. First Amendment to Joint Venture Agreement

Estimated Time of Presentation : NA

Submitted by: José L. Banda, Superintendent

**FIRST AMENDMENT TO JOINT VENTURE AGREEMENT
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND LA FAMILIA COUNSELING CENTER, INC.**

This First Amendment (the "Parties") to the Joint V ("La Familia

Section 1. Term Extension

_____ . The term ("Term") of the Agreement shall be extended from June 30, 2022, as stated in section 2.1 of Article II, to June 30, 2027, unless terminated earlier as referenced in the Agreement.

Section 2. Elimination of Article II, section 2.3. Article II, Section 2.3 shall be eliminated from the Agreement and all references deleted. Section 2.3 shall have no force or effect as of the Effective Date.

Section 3. 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.

Section 4. All Other Terms Remain the Same. Except as set forth in sections 1 and 2, and provided the Parties are successful in negotiating the fees, terms and conditions pursuant to section 3, all other terms and conditions of the Agreement shall remain the same.

DISTRICT:

Sacramento City Unified School District

By: _____
Name: _____
Its: _____

LA FAMILIA:

La Familia Counseling Center, Inc.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____