

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 9.1f

Meeting Date : August 15, 2019

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**ENGLISH NEGOTIATING AGREEMENT
(2718 GRETOLD MARSHALL SCHOOL)**

PRAMBLE

ENGLISH (the “Agreement” or “ENA”) is effective on August 15, 2019 (the “Effective Date”) by and between the **SCSD** (the “District”), **Bardis/Mogavero** and **Mogavero** (collectively, “Bardis/Mogavero”) (referred to as the “Parties”).

ARTICLES

ARTICLE 1

5. Non-Assignability; No Third Party Beneficiaries. The Agreement is non-assignable as it is unique to the Parties. There are no third party beneficiaries.

6. Indemnity. The Parties shall be responsible for their own acts or omissions giving rise to claims of liability or liability and the Party shall be indemnified, defended and held harmless by the Party whose acts or omissions have resulted in claims of liability or liability.

7. Notice. Any notice to be given shall be provided to the following addressees:

For the District:

Cathy Allen
Chief Operations Officer, Facility Support Services
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Phone: (916) 643-9233
Facsimile: (916) 643-2020
Email: cathy-allen@scusd.edu

For Bardis Homes, Inc.

Katherine Bardis, Co-Founder/Chief Executive Officer
10630 Mather Blvd.
Mather, CA 93655
Phone: (916) 313-3120
Fax: (916) 364-3570
Email: katherine@bardishomes.com

For Mogavero Architects, Inc.

David Mogavero, Principal/Chief Executive Officer
Dominic Mogavero, Development Services
2012 K Street
Sacramento, CA 95811
Phone: (916) 443-1033
Email: dommogavero@mogaveroarchitects.com

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged.

8. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be amended except in writing executed by both Parties.

9. Authority; Execution in Counterparts. The persons designated below shall have the power to authorize and designate an agent or representative to sign on behalf of the signatory below by

written acknowledgment which shall not be required to be notarized. Signatures may be executed in counterparts on separate signature pages. Copies of signatures, including facsimile and electronic signatures, shall have the same force and effect as original signatures.

10. Ratification by District. The ENA shall not be effective until ratified by the Board of Education or delegated for approval to the Superintendent or his authorized designee.

EXCERPT

IN WESHEROF, the Parties have entered into this Agreement effective as of the last signature date below.

Dated: August __, 2019

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By _____

Its:

Dated: August __, 2019

BARDIS HOMES, INC.

By _____

Katherine Bardis,
Co-Founder/Chief Executive Officer

Dated: August __, 2019

MOGAVERO ARCHITECTS

By _____

David Mogavero,
Principal/Chief Executive Officer