



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1j

**Meeting Date:** August 8, 2024

**Subject:** Approve License Agreement Between Sacramento City Unified School District and Sacramento Regional Transit for Parking at 2401 Florin Road

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

**Division:** Facility Support Services

**Recommendation:** Approve License Agreement Between Sacramento City Unified School District (SCUSD) and Sacramento Regional Transit (Sac RT) for the purposes of Sac RT employee parking in SCUSD property located at 2401 Florin Road in Sacramento.

**Background/Rationale:** Sac RT conducts operations at the property adjacent to 2401 Florin Road but needs 41 additional parking stalls for their employees. This is the third consecutive annual agreement with Sac RT for this purpose. The Term of the Agreement ends on June 30, 2025, unless terminated earlier for convenience.

**Financial Considerations:** Sac RT to be charged \$600 per month for one year for the use of 2401 Florin Road.

**LCAP Goal(s):** Family and Community Empowerment; Operational Excellence

**Documents Attached:**

License Agreement Between Sacramento City Unified School District and Sacramento Regional Transit for Parking at 2401 Florin Road

**Estimated Time of Presentation:** N/A

**Submitted by:** Nathaniel Browning, Director, Capital Projects, Facilities, and Resource Management

**Approved by:** Chris Ralston, Assistant Superintendent, Facility Support Services  
Janea Marking, Chief Business and Operations Officer  
Lisa Allen, Superintendent

## LICENSE AGREEMENT FOR PARKING

**THIS LICENSE AGREEMENT** (hereinafter "Agreement") is entered into on July 1, 2024 (the "Effective Date") by and between **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**, a public school system (hereinafter "LICENSOR"), and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation (hereinafter "LICENSEE").

**1. GRANT OF LICENSE.** LICENSOR hereby grants to LICENSEE a license to occupy and use, subject to the terms, covenants, and conditions contained herein, 41 parking spaces of its parking lot as depicted in Exhibit A, attached and incorporated by this reference, hereinafter referred to as the "Premises." Under this Agreement, LICENSOR confers to LICENSEE a revocable, personal, and non-possessory privilege to enter upon and use the Premises for the purpose identified herein. Notwithstanding anything to the contrary herein, this Agreement does not constitute a grant by LICENSOR of any ownership, leasehold, easement, or other property interest or estate whatsoever in the Premises, or any portion hereof.

**2. SCOPE OF LICENSE.** LICENSEE and its employees, officers, agents, and invitees may use and occupy the Premises for the purpose of employee parking, located at 2401 Florin Road, Sacramento CA. No motor vehicle may be stored on the property for more than seventy-two (72) hours at a time. Within 30 days of the Effective Date of this Agreement, LICENSEE will label the Premises with appropriate signage to notify the public of LICENSEE's rights under this Agreement, and no cost to LICENSOR. Upon the termination of this Agreement, LICENSEE must remove the signage, and associated materials. The signage and its placement must be approved by LICENSOR in advance of placement. The parties acknowledge that LICENSEE has already installed signage pursuant to permission granted under the previous "License Agreement for Parking" entered into by the parties on July 1, 2023.

**3. TERM.** The term of this Agreement commences on the Effective Date and ends on June 30, 2025, unless earlier terminated by either party in accordance with the provisions of this Agreement. Prior to expiration, the parties agree that the License Agreement may be extended for three additional one-year terms.

**4. PROHIBITED ACTIVITIES.** The use of the Premises for the following activities is hereby prohibited by LICENSEE and its employees, officers, agents, and invitees: (a) Any use by any individual, society, group, or organization for the commission of any act intended to further any program or movement whose purpose is the overthrow of the government of the United States or of the state by force, violence or other unlawful means. (Education Code 38135); (b) Advertising; (c) The operation of any motor driven vehicle for purposes other than parking, including small powered carts, minibikes, and motorbikes; (d) Gas powered model airplanes or powered rockets; (e) Hitting golf balls; (f) Hardball baseball shall be authorized only on those school grounds where regulation baseball diamonds are provided; (g) Yard sales (other than PTA); (h) Teen/social dances (other than school or PTA); (i) Fundraising campaigns, bingo, raffles, or games of chance (except as permitted by board policy or special board action); (j) music concerts; and (l) Private parties of any type, i.e., class reunions, birthday parties, wedding receptions, etc. Violations of any of the conditions of this paragraph are grounds for termination of this Agreement as set forth in Article 7 of this Agreement.

**5. RULES OF CONDUCT.** LICENSEE will not permit its employees, officers, agents or invitees to engage in the following conduct on the Premises: (a) Smoking; (b) Consumption of alcoholic beverages; (c) Use of narcotics or drugs for purposes other than medical, and then only under the prescription of a duly licensed medical physician; and (d) Fighting, quarreling, abusive language, or noise of any kind which may be offensive to other activities or the neighborhood. Violations of any of the conditions of this paragraph will be grounds for termination of this Agreement as set forth in Article 7 of this Agreement.

**6. LICENSE FEE.** The initial Licensee Fee shall be \$600 per month for the Grant of License. LICENSOR will issue an invoice to the LICENSEE on a quarterly basis throughout the Term, and payment shall be due to the LICENSOR within thirty (30) days of the date of the invoice. The LICENSOR anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30.

**7. TERMINATION.**

**A. Termination for Convenience**

Either party may terminate this Agreement for its convenience (without cause), at any time, upon providing the other party with 60 days' prior written notice.

**B. Cancellation for Breach**

If either party fails to substantially perform its obligations under this Agreement, the other party will have the right to send the breaching party a written notice specifying the basis of the breach and providing an opportunity to cure. If the breaching party fails to cure within the time specified in the notice, the other party may cancel the Agreement for breach with written notice as of the date specified in the notice.

As of the effective date of the cancellation, LICENSEE will no longer be entitled to occupy and use the Premises. If it is subsequently determined that the breaching party did not fail to substantially perform its obligations in accordance with this Agreement, then the canceling party will be deemed to have terminated this Agreement in whole for its convenience.

**8. CONDITION OF PREMISES.** LICENSEE hereby accepts the Premises in the condition existing as of the Effective Date of this Agreement, subject to all applicable laws and regulations. LICENSEE acknowledges that neither LICENSOR nor any agent of LICENSOR has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the purpose set forth in Article 2, and that LICENSOR has not agreed to undertake any further modification, alteration or improvement to the Premises, other than permitting signage of the Premises as set forth in Article 2 of this Agreement.

**9. MAINTENANCE OF PREMISES.** LICENSEE, at LICENSEE's expense, must maintain the Property in a safe, sanitary, and undamaged condition during the term of this Agreement.

**10. NUISANCE.** LICENSEE must not conduct, nor permit its agents, officers, employees or invitees to conduct any operation or activity within the Premises that would constitute a nuisance under applicable law and as outlined in Articles 4 and 5 of this Agreement.

**11. SECURITY.** LICENSOR is under no duty or obligation to provide security personnel to patrol the Premises for the benefit of LICENSEE or its agents, officers, employees, or invitees.

**12. PRESENCE AT OWN RISK.** LICENSEE's entrance on the Premises is at its own risk. LICENSEE releases LICENSOR, to the fullest extent permitted by law, from any and all liability for any and all claims of every kind resulting in loss of life, personal or bodily injury, or property damage except to the extent the foregoing are caused by LICENSOR's negligence or intentional misconduct.

**13. ACTS OF THIRD PARTIES.** Subject to the provisions of Article 14, LICENSOR will not be responsible or liable to LICENSEE or to those claiming by, through, or under LICENSEE for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

**14. HOLD HARMLESS.** This Agreement is made upon the express condition that LICENSOR is to be free from all liability and claims for damages by reason of any bodily injury, or death to any person or persons, including LICENSEE, or property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Agreement or any occupancy hereunder, except those arising out of the negligence or intentional misconduct of LICENSOR. LICENSEE agrees to defend, indemnify and save harmless LICENSOR from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring, except those arising out of the negligence or intentional misconduct of LICENSOR. LICENSOR agrees to defend, indemnify and hold harmless LICENSEE from all liability, loss, cost or obligation (including reasonable attorneys' fees) arising out LICENSOR's sole negligence or intentional misconduct.

**15. DISPUTE RESOLUTION.**

- A. In the event of any dispute or disagreement between the parties as to any provision of this Agreement or the performance of obligations hereunder, the matter, upon written request of either party, will immediately be referred to representatives of the parties for decision, each party being represented by one individual who has no direct operational responsibility for the matters contemplated by this Agreement and who is authorized to settle the dispute. The representatives will promptly meet in a good faith effort to resolve the dispute.
- B. If a dispute arises among the parties in connection with this Agreement or any document or instrument delivered in connection herewith, including without limitation an alleged breach of any representation, warranty, or covenant herein or therein, or a disagreement regarding the interpretation of any provision hereof or thereof, the parties will use the following procedure in good faith prior to any party pursuing other available judicial or non-judicial remedies:
  - 1. A meeting must be held among the parties within 15 days after a party gives written notice of the dispute to the other party attended by a representative of each party having decision-making authority regarding the dispute (subject to the LICENSOR's Board of Directors' approval, if required), to attempt in good faith to negotiate a resolution of the dispute.
  - 2. If, within 30 days after receipt of the dispute notice, the parties have not succeeded in negotiating a written resolution of the dispute, upon written request by either party to the other party, both parties may agree to jointly appoint a mutually acceptable neutral person not affiliated with any of the parties to mediate the dispute. The parties may seek assistance in such regard from the American Arbitration Association or the Center for Public Resources if they have been unable to agree upon such appointment within 40 days after the dispute notice. The fees and costs of the neutral person and of any such assistance will be shared equally among the parties.
- C. If the Parties appoint a Neutral Person:
  - 1. In consultation with the neutral person, the parties will negotiate in good faith to select or devise a nonbinding alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral person (at the written request of either party to the other party) making the decision as to the procedure and/or place and time if the parties have been unable to agree on any of such matters in writing within 15 days after selection of the neutral person.
  - 2. The parties agree to participate in good faith in the proceeding to its conclusion; provided, however, that no party will be obligated to continue to participate in the proceeding if the parties have not resolved the dispute in writing within 120 days after the dispute notice *and* either party has terminated the proceeding by delivering written notice of termination to the other party following expiration of the 120-day period. Following any such termination notice after selection of the neutral person, and if either party so requests in writing to the neutral person (with a copy to the other party), then the neutral person will make a recommended resolution of the dispute in writing to each party, which recommendation will not be binding upon the parties.
  - 3. Notwithstanding anything herein to the contrary, nothing in this section will preclude either party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the dispute, either prior to or during the proceeding, if necessary to protect the interests of such party. Further, this section will be specifically enforceable.

**16. NONDISCRIMINATION.** LICENSEE does hereby covenant and agree that no person on the grounds of sex, sexual orientation, gender, gender identity, gender expression, genetic information, race, color,

religion, disability, or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.

**17. INSURANCE REQUIREMENTS; PROOF OF COMPLIANCE.** Before commencement of occupancy and for the full term of this Agreement, LICENSEE, at LICENSEE 's sole cost and expense and for the full term of this License or any renewal thereof, must obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work under this License. These requirements may be satisfied by an affidavit of self-insurance by LICENSEE.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

1. Premises Operations
2. Owners' and Contractors' Protective
3. Blanket Contractual

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Licensee.

1. This policy must provide coverage for Workers' Compensation (Coverage A).
2. This policy must also provide coverage of \$1,000,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following coverages (without deductibles):

1. Coverages must be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this License.

D. Endorsements

All of the following endorsements are required to be made a part of each of the above required policies as stipulated below.

1. "Sacramento City Unified School District, its employees, officers, agents and contractors are hereby added as additional insureds."
2. "This policy must be considered primary insurance as respects any other valid and collectible insurance LICENSOR may possess, including any self-insured retention LICENSOR may have, and any other insurance LICENSOR does possess will be considered excess insurance only."
3. "This insurance must act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

E. Proof of Coverage

Copies of all the required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE which must be provided by the LICENSEE's insurance company as evidence of the stipulated coverages. This Proof of Insurance must then be mailed to:

Janea Marking, Chief Business Officer  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95762

Or emailed to:

[Janea-Marking@scusd.edu](mailto:Janea-Marking@scusd.edu)

Thirty days' prior written notice must be given to LICENSOR if there is a change in policy or cancellation of policy. All cancellation notices must also be sent to the above-listed address. All cancellation notices must also be sent to the above-listed address.

F. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by LICENSEE, and any approval of the insurance by LICENSOR, its Board, or its insurance

consultant(s) are not intended to and may not in any manner limit or qualify the liabilities and obligations otherwise assumed by Licensee pursuant to this License, including, but not limited to, the provisions concerning indemnification.

**18. WORKERS' COMPENSATION.** Neither party will be responsible for providing payments or benefits to the other party's employees including, without limitation, workers' compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

**19. RELATIONSHIP BETWEEN THE PARTIES.** Nothing in this Agreement is intended to or will be construed to create any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant.

**20. SUCCESSORS AND ASSIGNS.** Except to a successor entity by way of merger or acquisition, neither party may assign this Agreement, in whole or in part, nor assign any right, duty or obligation set out in this Agreement without the express written consent of the other party. The rights and liabilities of set forth herein will inure to the benefit of and bind successors and assigns of the parties to this Agreement but will not inure to the benefit of any third party or person.

**21. NOTICES.** All notices and other communications under this Agreement must be in writing and are deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by email directed to the party to whom notice is to be given at the email address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its email address, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

To LICENSOR: Sacramento City Unified School District  
Attn: Nathaniel Browning, Director of Capital Projects, Facilities, and Resource Management  
425 1<sup>st</sup> Avenue  
Sacramento, CA 95818  
Phone: 916-395-3970  
Email: [Nathaniel-Browning@scusd.edu](mailto:Nathaniel-Browning@scusd.edu)

To LICENSEE: Sacramento Regional Transit District  
Attn: Traci Canfield, Sr. Manager, TOD/Real Estate  
PO Box 2110  
Sacramento, CA 95812-2110  
Phone: 916-556-0513  
Email: [Tcanfield@sacrt.com](mailto:Tcanfield@sacrt.com)

**22. GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the State of California.

**23. AUTHORITY.** By signing below, each signatory to this Agreement warrants and represents that they have the authority to bind the entity for which they have signed.

**24. AMBIGUITIES.** LICENSOR and LICENSEE have carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity is presumed to be construed against either party.

**25. SURVIVORSHIP.** The indemnity obligation of the parties will survive the expiration or earlier termination of this Agreement.

**26. MODIFICATION.** No waiver, alteration, modification or termination of this Agreement will be valid unless made in writing and signed by the authorized parties hereof.


**27. NONWAIVER.** The waiver of any breach or default of one party by the other party will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**28. INTEGRATION.** This Agreement embodies the entire agreement of the parties and no other understanding whether verbal, written or otherwise exists between LICENSOR and LICENSEE.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**SACRAMENTO REGIONAL  
TRANSIT DISTRICT**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

By:   
HENRY LI  
General Manager/CEO

By: \_\_\_\_\_  
JANEA MARKING  
Chief Business Officer

Approved as to Legal Form:

By:   
OLGA SANCHEZ-OCHOA  
General Counsel



Exhibit A

