



APPROVED
BY THE CITY COUNCIL

1.9

AUG 24 1999

OFFICE OF THE
CITY CLERK

NEIGHBORHOODS, PLANNING AND
DEVELOPMENT SERVICES DEPARTMENT

CITY OF SACRAMENTO
CALIFORNIA

AG 99-146

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SACRAMENTO, CA
95819

AREA 3

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August 9, 1999

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: License Agreement with Sacramento City Unified School District

LOCATION: City Council District 6

RECOMMENDATION:

This report recommends that the City Council, by Resolution, authorize the City Manager to execute the attached License Agreement between the City of Sacramento and the Sacramento City Unified School District (SCUSD) for temporary parking on City property.

CONTACT PERSON: Janet Baker, Administrative Analyst, 277-3448

FOR MEETING OF: August 24, 1999

SUMMARY

The Sacramento City Unified School District (SCUSD), Office of District Operations, approached the City to seek authorization to use a vacant parcel of land on San Joaquin Avenue adjacent to the Tahoe Tallac Little League Park, for a temporary parking facility for the SCUSD bus driver's personal vehicles. The property is owned by the City and is the site for the future 911 Communication Center project.

COMMITTEE/COMMISSION ACTION:

None required.



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BACKGROUND

The City owns a 10 acre site on San Joaquin Avenue East of Redding Avenue. The property is between the SCUSD's Corporation Yard (to the west) and the Tahoe Tallac League Little (to the east). The SCUSD Office of District Operations needs additional parking facilities for their bus drivers. Due to the expansion of their Corporation Yard and residential parking restrictions imposed last year, the District has lost much of their available parking. While the SCUSD is investigating a permanent solution for employee parking, temporary use of the City property would allow the District to get through the next school year while seeking another solution. The City property is the site for the future 911 Communication Center. Although the five-year Capital Improvement Program has not been finalized at this time, it appears that work on the project will not occur for one or two years. Under the terms of the proposed agreement, the SCUSD agrees to pay for all improvements to the property, remove the improvements at the termination of the agreement and accept all liability for use of the property. In addition, the SCUSD agrees to provide immediate access to the site should the City need to conduct site tests prior to the construction the Communications Center.

The term of the Agreement will be for one year with a possible extension for an additional year if both parties agree. The SCUSD and the City will jointly notify neighbors within the area of the temporary parking arrangement and SCUSD's commitment to find a permanent solution to the parking situation. Staff believes that neighbors will be pleased with the proposed temporary solution.

FINANCIAL CONSIDERATIONS

Under the terms of the proposed Agreement, the City will allow the SCUSD to use the property as a temporary parking facility at no cost to the District. The SCUSD will pay all costs for improving the temporary lot including covering the area with gravel. The SCUSD will also assume all liability associated with the parking use and insure that no other parties use the property.

ENVIRONMENTAL CONSIDERATIONS

The Environmental Planning Section has reviewed this project and has determined that this activity is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061 of the CEQA Guidelines. The proposed License Agreement and use of the vacant lot for a temporary parking facility have no potential for causing a significant effect on the environment.

POLICY CONSIDERATIONS

This action is consistent with the City Council direction of building partnerships and cooperation between the SCUSD and the City through the joint use of facilities and property for the betterment of both parties. The Sacramento Police Department and the City Facility Management Division have reviewed and approved the proposed Agreement.

ESBD EFFORTS

The City shall inform the SCUSD of the guidelines for the Emerging and Small Business Development Program.

Respectfully Submitted,



Michael Hanamura, Area Director
Neighborhoods, Planning and Development
Services, Area 3

RECOMMENDATION APPROVED:



ROBERT P. THOMAS
City Manager



JACK CRIST, Deputy City Manager
Neighborhoods, Planning and Development
Services Department

Attachments: Exhibit A, License Agreement

APPROVED
BY THE CITY COUNCIL

AUG 24 1999

OFFICE OF THE
CITY CLERK

RESOLUTION NO. 99-483

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

**RESOLUTION TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF SACRAMENTO AND THE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE
TEMPORARY USE OF CITY PROPERTY FOR A PARKING FACILITY**

WHEREAS, The City of Sacramento owns a parcel of property located on San Joaquin Avenue known as Brighton Heights, Wright & Kimbrough Tract No. 8, Brighton Townsite, Parcel Number 10; and

WHEREAS, The Sacramento City Unified School District has a need for property to use as bus driver parking near their Corporation Yard on San Joaquin Avenue; and

WHEREAS, The City of Sacramento will not use the property for the next fiscal year and wants to develop a cooperative partnership with the SCUSD;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. City Manager shall hereby execute the attached License Agreement with SCUSD to allow for the temporary parking of SCUSD employees on this City property for the term of one year.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____ 4

LICENSE AGREEMENT

This License Agreement is made as of _____, 1999, by and between the CITY OF SACRAMENTO (hereinafter "City") and the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (hereinafter "District").

RECITALS

A. City is the owner of that certain property on San Joaquin Street east of Redding Avenue, described as Brighton Heights, Wright & Kimbrough Tract No. 8, Brighton Townsite, Parcel Number 10; the north portion (approximately 2.15 acres); City Police Department Communications Center property (the "Property").

B. District needs temporary parking facilities for some of its employees who drive buses for the District.

C. City is not currently using the Property. However, City does plan to use the Property as part of the local emergency communications system or for another purpose. City does not know, and therefore is not able to state specifically, when it will begin using the Property, and may determine to discontinue its availability to District at any time.

D. It is the intention of the parties that District shall bear all costs of preparing the Property to be used for employee parking, maintaining the Property, and returning the Property to its pre-parking condition upon termination of this license and that District assume all liabilities arising from use of the Property for employee parking.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **GRANT OF LICENSE.** City hereby grants to District a license to use the Property for employee parking for one year from the date of this agreement. City may terminate this license at any time without cause upon ninety (90) days' advance written notice to District; provided, however, that District shall be required to vacate the Property, or any portion thereof, within 48 hours after written notice from the City to permit City to perform pre-construction activities such as soil testing or any maintenance to the City-owned Radio Facility which is currently on the property.

2. **NO LICENSE FEE; DISTRICT'S MAINTENANCE OBLIGATIONS.** District shall not be required to pay a fee for this license, but shall assume all costs associated with preparing, operating, and maintaining the Property for employee parking. District shall reimburse City for any costs or expenses to which City is subjected by virtue of District's use of the Property. District shall ensure that no hazardous materials or hazardous wastes, including but not limited to motor vehicle oil and motor vehicle fuels, are discharged, spilled or otherwise deposited upon the Property. Should any such deposit occur, District shall

immediately give written notice thereof to City, and shall immediately abate the substance. City may, in its sole discretion, determine to abate any hazardous material or waste deposited on the Property as a result of District's use thereof, and District shall pay any costs incurred by City therefor within thirty days after submittal of an invoice by City to District.

3. **REQUIRED IMPROVEMENTS.** Prior to permitting its employees to park on the Property, District shall make the following improvements at District's sole cost and expense:

- a. Two (2) to four (4) inches of gravel spread evenly over the Property to be used by the District for employee parking;
- b. Fencing may be required if the City finds that increased vandalism or unauthorized access to the Property or the City's Radio Facility occurs as a result of the District's use of the Property.

3a. **DISTRICT SOLE USE.** District acknowledges that the License is for the sole use of District personnel parking and shall not be assigned; nor shall District allow any other parties to use the Property for any purpose. Parking shall be provided for passenger vehicles only; no District buses shall be parked on the Property at any time.

4. **CITY'S PLANS INDEFINITE.** District acknowledges that City's plans for the Property are indefinite at this time but could become defined at any time. Thus, City could have a need to terminate this license long before it currently expects to do so. District acknowledges that it is taking a risk that the length of the license will not justify the expenditures that District will make to prepare the Property for employee parking. District agrees that it will continue to diligently seek alternative parking for its employees during the term of this license.

5. **NOTICE TO NEIGHBORING PROPERTY OWNERS.** District shall cause to be distributed to the owners of all real property within 500 feet of the City's Property and within 500 feet of the District's adjacent property a joint notice from District and City describing the temporary parking arrangements authorized by this Agreement and the District's plans to seek a permanent solution for its employee parking needs.

6. **SECURITY.** District shall be responsible for all security for the protection of persons, vehicles and other personal property left on the Property by District employees. Neither City nor any of its officers, employees, agents or volunteers shall be responsible for any injury to person or damage to or loss of personal property occurring on the Property.

7. **GENERAL INDEMNIFICATION.** District shall fully defend, indemnify and save harmless, City, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees

and/or costs reasonably incurred by City staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), to which any or all of them may be subjected, as a direct or indirect result of any negligent act or omission or willful misconduct of District, its officers, employees, contractors, subcontractors or agents in connection with District's activities on, and use of, the Property whether or not such liabilities are litigated, settled or reduced to judgment. District shall, upon the City's request, defend at District's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting directly or indirectly from any negligent act or omission or willful misconduct of District, its officers, employees, contractors, subcontractors or agents in connection with District's activities on, and use of, the Property, whether such action, claim, suit, cause of action or portion thereof is well founded or not. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to the City's negligence or willful misconduct, City shall pay the portion of damages which is allocated to its negligence or willful misconduct. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect any rights City may have under this Section. The provisions of this Section shall survive any termination of this Agreement.

8. NOTICES. Any notice that either party may or is required to give the other shall be in writing and shall be either personally delivered or sent by first-class mail or facsimile, addressed as follows:

TO DISTRICT:
Christopher Frappier, Facility
Manager
Office of District Operations
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

TO CITY:
Michael Hanamura, Area Director
Neighborhoods, Planning &
Development Services Department
4623 "T" Street
Sacramento, CA 95819

Either party may change the address to which notices shall be sent by giving written notice of the change in the manner required by this section.

9. NO ASSIGNMENT. District shall not assign any right or obligation under this Agreement. Any attempted or purported assignment shall be void and of no effect, or at City's discretion, shall effect a termination of the license.

10. TIME. Time is of the essence of this Agreement.

11. EXTENSION OF LICENSE. The City Manager, or the City Manager's authorized designee, shall have the authority to extend this license beyond its **one**-year term if at the time the **one**-year term expires the City still does not have immediate plans to use the Property and the District is not in breach of any provision of this Agreement. Any extension shall be on the terms and conditions contained in this Agreement, and shall be subject to termination at any time without cause.

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT

CITY OF SACRAMENTO

By: Christopher / Krappier
8/12/99

By: [Signature]
DEPUTY CITY MANAGER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

[Signature]
DEPUTY CITY ATTORNEY