



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

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 K H U H L Q D I W H U ³ \$ J U H H P H Q July 1, 2024 Q W K H U H G I H F Q W L R H R C
' D W H ' E \ D Q G S A C R A M E N T O C C I T Y U N I F I E D S C H O O L D I S T R I C T , a public school system
K H U H L Q D I W H U ³ / , & S A C R A M E N T O R E G I O N A L T R A N S I T D I S T R I C T , a public corporation
K H U H L Q D I W H U ³ L I C E N S E E ³

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 D W W D F K H G D Q G L Q F R U S R U D W H G E \ W K L V U H I H U H Q F H K H U H L Q D I W H U ³ 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.

7. TERMINATION.

A. Termination for Convenience

Either party may terminate this Agreement for its convenience (without cause), at any time, upon

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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

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.

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

By: _____

