PARKING AGREEMENT
Between the Association of California School Administrators and the City of Sacramento
For up to 50 parking permits at City Hall Garage

This Parking Agreement (hereafter the "Agreement") is made on March 29, 2007, between the City of Sacramento (hereafter "City"), a charter municipal corporation, and the Association of California School Administrators (hereafter "Licensee"), who agree as follows:

1. **Term of Agreement.** Unless terminated pursuant to the provisions hereof, the Initial Term of the Agreement shall be Five (5) years, commencing on July 1 2007, and expiring on June 30, 2012. Licensee is entitled to One (1) Five (5) year option to extend this agreement ("Extended Term"), by providing a written notice of extension to City not less than 180 days prior to the expiration of the Initial Term (subject to earlier termination as provided herein).

2. **Allocated Parking Permits.** Upon commencement of the term of this Agreement City shall allocate to Licensee a total of Fifty (50) monthly parking permits, in accordance with the terms of this Agreement. Payment shall be made in accordance with sections 4, 5 and 6 below. The number of permits allocated may be increased upon mutual consent of both parties. Permits issued under this agreement shall only be distributed to tenants of 1029 J Street.

3. **Surrendered Permits.** Permits surrendered by Licensee will be re-sold to the general public. Licensee may re-purchase surrendered permits as they become available, but acknowledges there may be a waiting list for available permits and those persons or businesses on the waiting list have priority for permits made available for re-sale. Under no circumstance will Licensee surpass the limit of 50 monthly permits described in section 2.

4. **Parking Garage.** Permits issued under this agreement will be for use at City Hall Garage, located at 1000 I Street (See Attachment A). Upon providing sixty (60) day written notice to Licensee, City at its sole discretion may re-assign any said permit to another City-owned or operated parking facility located within a 4-block radius of the building located at 1029 J Street.

5. **Renewal of Issued Permits.** Each permit issued shall be automatically renewed as of the first day of each month.

6. **Compensation to City.** For each permit issued, Licensee shall pay a parking fee equal to a one hundred twenty (120%) percent of the prevailing monthly parking rate established from time to time by the City for the Lot.

   (a) Payment shall be made in the form of one check for all permits issued.

(b) If full payment for all permits issued is not received by or on the first day of the month for which it is due, the total parking fee for all permits issued that month will be increased 10%.

7. **Monthly Payments.** On or before the first day of each month during the term of this Agreement, Licensee shall pay to City, in advance, the monthly payment required by section 5, above, at 921 10th Street, Suite 100, Sacramento, CA 95814, or at such other location as City may designate to Licensee in writing. The monthly payment shall be for use of the issued permits for the month in which the payment is due. Failure to make full payment by the 10th day of the month for which it is due will result in the deactivation of all permits issued under this agreement. Failure to make payment by the last business day of any month as required herein shall constitute a default by Licensee, and this Agreement shall be subject to termination by City for such default, pursuant to the procedures specified in section 10.

8. **Use of Lot.** The rules and conditions attached hereto, marked Attachment "B" and fully incorporated herein by this reference, shall apply to each and every permit issued hereunder. Licensee shall inform the individuals parking under a permit issued to Licensee hereunder of these rules and conditions. Subject to the rules and conditions set forth in Attachment "B", the users of issued permits shall have the right of ingress and egress from the Lot, Monday through Sunday, twenty four (24) hours a day; provided however, that such rights are subject to such interference as may be necessary from time to time, in the sole discretion of City, for special events, repairs, reconstruction or maintenance of the parking structure or any appurtenances thereto, or associated improvements.

9. **Insurance Requirements.** During the term of this Agreement, Licensee shall purchase at its sole cost and expense and maintain in full force the following insurance coverage:

(a) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. Licensee's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers.

The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured as respects general liability arising out of activities performed by or on behalf of Licensee, products and completed operations of Licensee, premises owned, leased or used by Licensee.

Licensee shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in section 19. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

Licensee is responsible for requiring and verifying that the minimum scope and limits of insurance coverage shall be maintained by, or on behalf of, all subcontractors.

The CITY may cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement.

10. **Termination.** In addition to provisions for termination specified elsewhere in this Agreement, City shall provide written notice of a violation or default to Licensee, who shall forthwith use its best efforts to take action to remedy the default or violation. In the event the Licensee fails, within ten (10) days from the date of the notice or such longer time period as may be specified by City, to take the necessary corrective action, this Agreement will terminate automatically, upon written notice from City to Licensee, provided that City may, in its discretion, extend the time for correction. Permits issued hereunder will cease to be valid at the end of the month during which the termination occurs. The termination procedures specified above shall not apply in the event that the City determines, in its sole discretion that an emergency situation exists, in which case City may take any action deemed necessary by City to respond to the emergency situation.

11. **Permit Distribution.** Quarterly, during the term of this Agreement, Licensee shall provide City an updated and current list of all names and vehicle license numbers of each person to whom a permit is distributed. Multiple incidents of misuse of a permit by any individual as reasonably determined by the City shall constitute a default by Licensee, and shall entitle City to terminate this Agreement pursuant to the notice to cure procedures specified in section 10. City may deactivate permit upon initial occurrence of incident. Said permit will remain deactivated until Licensee takes necessary corrective action.

12. **Access to Records.** City shall have reasonable access to the records of Licensee regarding the administration of parking permits issued under this agreement.

13. **Damage to or Destruction of the Lot.**

    (a) **Temporary Damage**: In the event that the Lot is temporarily damaged to such an extent that it may not be used for parking, or such that its use is so restricted that all or a portion of Licensee's issued permits may in City's reasonable judgment no longer be accommodated, then City may cancel the affected permits until such time as the damaged facilities have been

restored; provided, however, that at the request of Licensee, and only to the extent that City determines, in its sole and exclusive judgment after considering the parking space requirements of other City parking customers and City employees, that space is available in another City parking facility or facilities, City shall use its best efforts to redesignate the affected permits for use at another City parking facility or facilities until the Lot is repaired, rather than cancel the affected permits. Licensee shall pay for such redesignated permits in accordance with the provisions of this Agreement. Licensee may reject any proposed redesignation of permits, in which case the affected permits shall be canceled until such time as the damaged facilities have been restored.

(b) **Destruction**: If the City is prevented or delayed, or is rendered unable to provide Licensee the parking services described in this Agreement by reason of any act of God, strike, lockout, labor trouble, restrictive governmental laws or regulations, or any other cause not the fault of the City, which removes the City's right to possess and occupy the site of the Lot for purposes of operating parking services at the Lot, the City's performance hereunder shall be excused. Nothing in this Agreement shall be construed to obligate the City to reconstruct the Lot in order to perform its obligations under this Agreement, nor shall cause an extension of the term of this Agreement.

14. **Nondiscrimination.** Licensee covenants that there shall be no discrimination against any person or group of persons on account of race, color, creed, sex, marital status, disability, national origin, ancestry, or any other basis prohibited by local, state, or federal law or regulation, in the distribution or use of permits. Any breach of this covenant shall constitute a default by Licensee, and this Agreement shall be subject to termination by City pursuant to the procedures specified in section 10.

15. **Assignment.** Licensee's rights under the Agreement shall not be transferred or assigned, by operation of law or otherwise, without the prior written consent of City and which such consent shall not be unreasonably withheld. Any attempt to transfer or assign without having first obtained such consent may, in the City's sole discretion, and without the need for procedures specified in section 10, immediately terminate this Agreement. In addition to any other relevant and reasonable conditions, City shall be entitled to condition its consent on the execution by the assignee or transferee of an agreement satisfactory in form and content to the City Attorney, under which the assignee or transferee expressly assumes the obligations specified in this Agreement. Upon full execution of such an assumption agreement, Licensee shall be released from all of its obligations hereunder which otherwise would accrue, from and after the effective date of the assumption agreement.

16. **Conflict.** In the event of a material conflict between any provisions of this Agreement and any rule, regulation or law enacted by any governmental agency including, but not limited to City, the County of Sacramento, the Sacramento Air Quality Maintenance District or any successor thereto, or any state or federal agency or legislative body, the enactment of the governmental agency or legislative body shall prevail and the obligations of the parties to this Agreement shall be modified accordingly. In the event that City determines that the provisions of this section would require modification of the Agreement, City shall so notify Licensee and the parties shall meet and endeavor in good faith to reach resolution of the issues. In the event that a good faith impasse is reached in such negotiations, the parties shall submit the unresolved issues to the Sacramento City Council, acting in its quasi-legislative capacity, for resolution.

17. **Subordination.** This Agreement shall be subject and subordinate at all times to the lien of any mortgage or trust deed or deeds or other evidence of obligation which may now exist upon or which may be placed upon the Lot, or any other lot which in the future is utilized as a substitute lot for parking permits issued pursuant to this Agreement. "Evidence of obligation", for purposes of this section, includes but is not limited to documents relating to any form of public financing (e.g., bonds, certificates of participation) wherein the said parking facilities or any of them are used as an asset securing the public financing in any manner. Licensee covenants that it will execute and deliver to City, or its nominee, at no cost to City and subject to no conditions or other limitations, proper subordination agreements to this effect at any time upon the request of City.

18. **Attorney Fees and Costs.** If either party shall bring any suit or proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable costs and expenses, including reasonable attorney fees and including such fees and costs as may be incurred in enforcing a judgment or order entered in any arbitration or legal action. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of such attorneys' fees and cost. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. **Notice.** Any notice, documentation, or other communication required or desired to be given pursuant to this Agreement shall be given in writing either by personal service, by certified mail, return receipt requested, postage fully prepaid or by national overnight delivery service, to the following respective addresses:

City of Sacramento
Parking Services Division
921 10th Street
First Floor
Sacramento, CA 95814

Association of California School Administrators
c/o The Evergreen Company
1755 Creekside Oaks Drive
Suite 290

Sacramento, CA 95833

The above addresses may be changed by written notice in accordance with this section.

20. **Condemnation.** In the event that any portion or all of the Lot should be taken by eminent domain or acquired under the threat of the exercise of the power of eminent domain, this Agreement shall automatically, without the need for action by either party, terminate, and Licensee shall have no interest whatsoever in any proceeds from such taking payable to City, and City shall be under no legal obligation whatsoever to pay to or reimburse Licensee for any loss or damage whatsoever relating to or arising out of the taking of the structure. Provided, however, that at Licensee's request, City shall make a reasonable effort to, but shall not be under legal obligation to, provide alternate City parking facilities for some or all of the permits issued hereunder. In the event that City determines, in its sole discretion, that alternate City parking facilities are available and City agrees that such facilities may be used for some or all of the issued permits, the parties shall enter into a new and different agreement for the issuance of parking permits for such facilities. Provided, further, that Licensee shall be entitled to exercise any right it may have, in law or in equity, to independently seek compensation from the condemning agency for any of Licensee's losses or damages.

21. **Security.** The nature of any permit issued pursuant to this Agreement is that of a license, and no agency or relationship of landlord and tenant shall arise from this Agreement. City shall not be responsible for the personal security of any person or personal property in the Lot, or in any substitute or alternate facilities furnished pursuant to this Agreement or otherwise.

22. **Failure To Terminate Not A Waiver.** No failure of City to terminate this Agreement for default upon any breach shall constitute a waiver of the right to terminate this Agreement for the same or any other default or violation subsequently occurring.

23. **Time is of the Essence.** Time is of the essence to each and every term and condition of this Agreement.

24. **Indemnity and Hold Harmless.** Licensee shall indemnify and save harmless the City, its officers, employees, and agents and each and every one of them, from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of, caused by or resulting from the negligent or intentional acts or omissions of Licensee, its directors, trustees, officers, employees, or agents in connection with this Agreement or any permit issued hereunder. The provisions of this section 24 shall survive any termination of this Agreement, notwithstanding anything herein to the contrary.

25. **Third Party Beneficiaries.** Unless otherwise expressly provided, this Agreement shall not create any third-party beneficiary rights for any person or entity.

26. **Complete Agreement.** This Agreement contains all of the terms and conditions of the agreement between City and Licensee regarding use of City parking facilities.

27. **Execution.** By their signatures below, each of the following represent that they have authority to execute this agreement and to bind the party on whose behalf their execution is made.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

LICENSEE:

Association of California School Administrators (ACSA)
A Non-Profit Corporation

By: Nelly Martinez
Its: Executive Associate

By: _____
Its:

94-1745199
Federal Tax ID

_____
City of Sacramento
Business Operations Tax Cert. No.

CITY:

CITY OF SACRAMENTO,
A Municipal Corporation

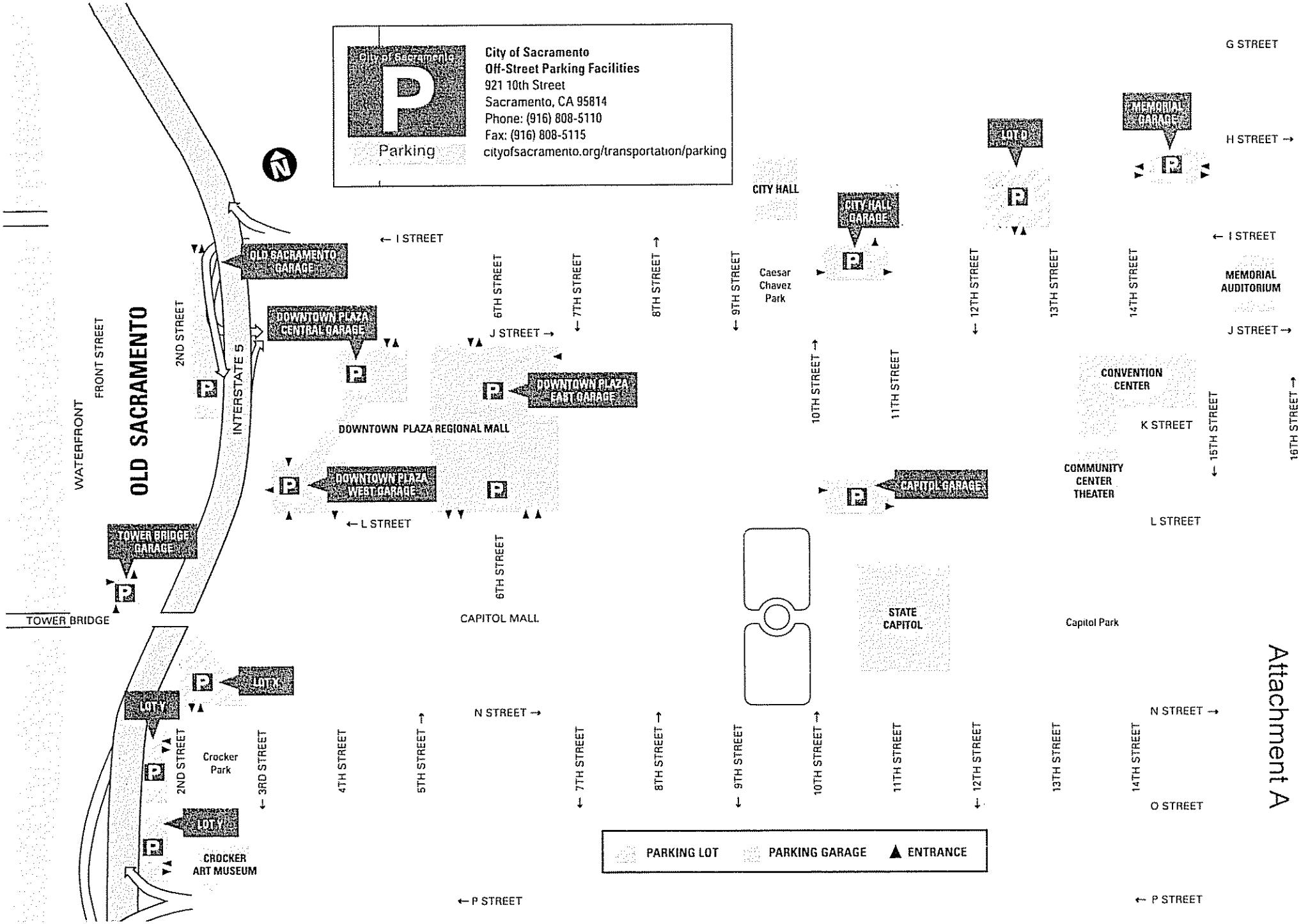
By: _____

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

ATTEST:

By: _____
City Clerk



Attachment A

ATTACHMENT B

RULES AND CONDITIONS

1. Care of the computer access cards issued under this Parking Agreement is the Licensee's responsibility, such as protecting the computer access cards issued to permit users from abnormal wear due to warping by not leaving it in the sun or clipped to visors and other reasonable measures to prevent damage.

2. Licensee shall pay a replacement fee established by resolution (the current replacement fee is $25.00) of the City Council for the replacement of computer access cards that are lost or damaged beyond normal wear and tear.

3. Permits issued under this agreement are for the sole use of the registered Permit user and are non-transferable. The permit authorizes the parking of one (1) passenger vehicle or light truck at any single time. Permit is for ingress to and egress from designated facility or lot only and no definite space is assigned. Computer access card must be used to enter and exit facility at all times. Use of an invalid permit is prohibited and use of said invalid permit shall be charged the daily parking rate. There shall be no refunds for daily fees paid for use of an invalid card, lost card or improper use of card.

4. Permit users shall comply at all times with the conditions of this Agreement, as well as all regulations established by State law or City Code and/or posted in the parking facilities (such as No Parking, Red Zone, Handicap Park, parking between the lines, Compact Car Only, Speed Limits, Directional Flows, etc.) and any violation of such regulations by any permit user shall be punished as provided by State law and/or the City Code, in addition to any remedies available under this Agreement.