

**AGREEMENT BETWEEN  
THE CITY OF SACRAMENTO AND NATOMAS UNIFIED SCHOOL DISTRICT  
FOR OPERATION AND USE OF A 4TH "R" CHILD CARE CENTER FACILITY  
AT HERON SCHOOL**

This Agreement is made and entered into as of \_\_\_\_\_, 2006 (the "Effective Date"), by and between the CITY OF SACRAMENTO, a municipal corporation (hereafter referred to as "CITY"), and the NATOMAS UNIFIED SCHOOL DISTRICT (hereafter referred to as "DISTRICT"). The CITY and the DISTRICT may be referred to collectively as "Parties" or in the singular as "Party", as the context requires.

**1. PURPOSE.** DISTRICT and CITY enter into this Agreement to enable CITY to operate a school-age child care program licensed for up to 100 children ("the 4th 'R' Program") at DISTRICT's Heron School. The 4th "R" Program is to be located at a facility (the "Facility") currently under construction at the Heron School, as further described in Exhibit A attached hereto]. DISTRICT and CITY agree that the 4th "R" Program will benefit both DISTRICT and CITY by providing needed child care to families with children enrolled at DISTRICT's schools. The Parties agree that CITY shall be the exclusive provider of school-age child care on the Heron School campus. CITY's obligations as described herein shall constitute the consideration provided to DISTRICT.

**2. TERM.** This Agreement shall be effective as of the Effective Date and shall run for a term of thirty (30) years from the date of issuance of the Notice of Completion for the Facility, unless sooner terminated by either Party. In the event this Agreement is still in effect at the end of thirty years, it shall automatically renew for successive one-year terms on the terms and conditions contained in this Agreement until terminated by either Party as provided herein.

**3. TERMINATION.**

(a) Prior to the issuance of the Notice of Completion for the Facility, either Party may terminate this Agreement in the event of a material breach by the other Party. The Party alleging the breach shall give written notice thereof to the Party in breach, and the Agreement shall terminate unless the breach is cured within thirty (30) calendar days.

(b) If the plans and specifications of the Facility require approval by the State Department of Education or the Division of the State Architect, this Agreement may be terminated by either Party in the event such approval is not obtained within one (1) year of execution of this Agreement. This Agreement shall also terminate in the event the Facility is not completed within two (2) years of execution.

(c) After the issuance of the Facility's Notice of Completion, either Party may terminate this

Agreement effective on August 1 of any year by giving written notice of termination to the other Party no later than February 1 of that year. Upon early termination of this Agreement, the DISTRICT shall have the option to either: 1) consent to the CITY's assignment of its interest in the Agreement for the remainder of the term to a qualified and licensed public or nonprofit entity performing the same child care services as the CITY, or 2) compensate the CITY for the value, as of the effective date of termination, of the Facility based on an independent appraisal. If the DISTRICT is obligated to pay CITY under this paragraph, such payment shall be made by the DISTRICT within sixty (60) calendar days of the effective date of the termination.

(d) Upon termination of the Agreement, CITY shall be entitled to remove any personal property owned by CITY and housed on the Heron site or otherwise dispose of such property as mutually agreed upon in writing.

**4. JOINT USE OF FACILITY.** The terms and conditions of the Joint Use Agreement dated October 30, 2001 (City Agreement #2001-195, attached as Exhibit B) between DISTRICT and CITY shall apply to use of this Facility, except as described more specifically in this Agreement.

#### **5. CITY RESPONSIBILITIES.**

CITY shall, at CITY's sole cost:

(a) Provide personnel, equipment and supplies to conduct the 4th "R" Program in the Facility. CITY shall hire and supervise all staff.

(b) Set all fees for child care and collect those fees directly from parents. DISTRICT shall have no responsibility for the financial success of the 4th "R" Program.

(c) Ensure that all 4th "R" staff members while on campus are readily identifiable as 4th "R" staff by the wearing of a distinctive badge or shirt.

(d) Maintain the Facility to DISTRICT's reasonable standard and appearance.

(e) Provide and pay for custodial services for the Facility.

(f) Annually provide a facility use form to DISTRICT setting forth all dates and times of 4th "R" programming, including days of use of the courtesy kitchen in the multipurpose room located at the Heron School.

(g) Provide food for participants in the 4th "R" Program that complies with state licensing requirements for nutrition.

(h) Permit DISTRICT to enter the Facility during regular business hours to inspect for

compliance with state regulations.

(i) At all times have in effect and be in compliance with a Department of Social Services child care license that requires fingerprinting and background checks.

(j) Comply with all school rules, DISTRICT policies, state and federal laws applicable to the 4th "R" Program and its operation at the Facility.

(k) Utilize the DISTRICT's Safe Schools Plan for Heron School to ensure the safety of students during regularly scheduled school hours.

(l) Coordinate advertising of the 4th "R" Program at the Heron School with the Principal.

(m) Repair within sixty (60) calendar days any damage resulting from the 4th "R" Program; provided, however, that any damage creating a hazard shall be repaired promptly (within 24 hours).

## **6. DISTRICT RESPONSIBILITIES**

DISTRICT shall, at DISTRICT's sole cost:

(a) Provide space for the Facility, and for all other CITY uses as described in this Section 6, at no cost to the CITY.

(b) Make the Facility accessible to the CITY and the community for at least 55 hours per week.

(c) Subject to approval in advance by the Heron School Principal (the "Principal") only as to the daily schedule, provide use of the Heron School's playground space to the 4th "R" Program during hours of operation, to the extent necessary to meet the requirements of California law relating to the amount of outdoor play space to be furnished for school age child care programs.

(d) Permit the 4th "R" Program to use other interior and exterior areas of the Heron School, with advance approval of the Principal.

(e) Permit 4th "R" Program staff to access the courtesy kitchen in the multipurpose room as coordinated through the Principal and Director of Food Services.

(f) Permit 4th "R" Program staff and participants to use school restrooms starting at 7:00 A.M. and continuing through 6:00 P.M.

(g) Provide keys as needed for restrooms and other locked areas as deemed appropriate by the Principal.

(h) Maintain all exterior areas of the Heron School campus, including the areas immediately surrounding the Facility, and respond promptly (within 24 hours) to any request from the 4th "R" Program for maintenance involving a risk of harm to 4th "R" Program participants, staff, or parents. Notwithstanding the above, City agrees to be responsible for the repair of all damage caused by the 4th "R" Program.

(i) Designate areas at the Heron School for parking by 4th "R" Program staff and parents.

(j) Permit the 4th "R" Program to operate year-round, excepting weekends.

(k) Permit the 4th "R" Program to dispose of garbage and trash in trash bins located at the Heron School.

**7. REIMBURSEMENT OF UTILITY CHARGES.** Between the effective date of this Agreement and the end of the one year period following the effective date, DISTRICT and CITY will agree upon the appropriate reimbursement per month or per year for sewer, electrical, and water services provided to the 4th "R" program, based to the extent possible on actual usage. CITY shall reimburse DISTRICT for those utilities for the previous months of usage up to 12 months, as mutually determined. In each subsequent year, CITY shall reimburse DISTRICT for utilities an amount calculated by adding three percent (3%) to the reimbursement for the previous year. Either Party may request that the Parties discuss adjusting the utility reimbursements in the event that they no longer reasonably reflect the actual utility costs for the 4th "R" program. In the event that separate meters are available to determine any utility usage, DISTRICT shall use the meter records to determine the utility reimbursement.

**8. INDEMNIFICATION / INSURANCE.** The Parties agree to be bound by the insurance and hold harmless provisions found in that certain agreement entitled "Memorandum of Understanding between City of Sacramento and the Schools Insurance Authority Hold Harmless and Indemnification Provisions" dated May 31, 2001, executed copies of which are on file with the CITY, the DISTRICT and Schools Insurance Authority.

**9. IMPORTANT DISTRICT CONTACTS.** Al Faulk, Director of Maintenance and Operations (567-5477), Wade Derr, Director of Transportation (567-5493), Patricia Reeves, Director of Food Services (567-5472), and Principal (567-5680) are key contacts for DISTRICT.

**10. NO JOINT VENTURE.** It is mutually understood that this Agreement is by and between independent contractors and is not intended to and shall not be construed as to create the relationship of agent, servant, employee, partner, joint venturer or association between or among the Parties. Accordingly, personnel employed by the City who are conducting activities on District property and/or facilities shall be under the supervision of City. Except as specified in writing between the Parties, neither Party shall have the authority, express or implied, to either act on behalf of the other Party in any capacity

whatsoever as an agent or bind the other Party to any obligation whatsoever.

**11. NOTICES.** Any notice required or desired to be given pursuant to this Agreement shall be served by personal delivery, mail or facsimile addressed as follows. The notice shall be deemed given on the date delivered or transmitted by facsimile, or two business days after the date of mailing:

To DISTRICT:  
Steve M. Farrar  
Superintendent  
1901 Arena Boulevard  
Sacramento, CA 95834  
(916) 567-5405 fax

To CITY:  
Robert G. Overstreet II  
Director of Parks and Recreation  
915 I Street, Fifth Floor  
Sacramento, CA 95814  
(916) 808-7643 fax

with a copy to:  
Principal  
5151 Banfield Drive  
Sacramento, CA 95835

with a copy to:  
David Mitchell, Recreation Manager  
915 I Street, Fifth Floor  
Sacramento, CA 95814

**12. ATTORNEY FEES.** In the event of any action or proceeding brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover attorney fees in such amount as the court may deem reasonable.

**13. SEVERABILITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**14. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties.

**15. EXHIBITS.** All exhibits and attachments to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

**16. INTERPRETATION.** Governing Law: This Agreement shall be construed according to its fair meaning and as if prepared by both Parties. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

**17. AUTHORITY.** The person(s) executing this Agreement on behalf of the Parties warrant

that: (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

**18. EFFECT OF RECITALS.** The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.

**19. CONFLICTS OF INTEREST.** No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

**20. RIGHTS AND REMEDIES ARE CUMULATIVE.** Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

**21. COOPERATION.** The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

**22. AMBIGUITIES NOT TO BE CONSTRUED AGAINST DRAFTING PARTY.** The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties with respect to this Agreement.

**23. NONLIABILITY OF OFFICIALS.** No officer, director, official, member, employee, agent, volunteer or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

**24. THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be construed to confer any rights upon any Party not signatory to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date set forth above.

CITY OF SACRAMENTO,  
A Municipal Corporation

NATOMAS UNIFIED  
SCHOOL DISTRICT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

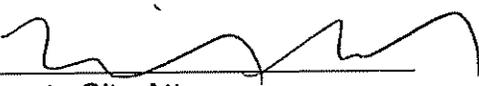
Title: \_\_\_\_\_

For Ray Kerridge, City Manager

\_\_\_\_\_  
Frank C. Harding, Jr.  
Director, Facilities and Planning

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

## **EXHIBIT A**

### Description of Facility:

A 60' x 40' modular building to be permanently situated on parcels 225-0040-025 and 225-0040-026 at 5151 Banfield Drive at Heron School. Building will be set at grade. All site work and utility connections including water, sewer, electricity and fire alarm will be included.

AGREEMENT

THIS AGREEMENT, dated October 30, 2001, is made and entered into by and between the

CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY",

And

NATOMAS UNIFIED SCHOOL DISTRICT, hereinafter referred to as "NUSD"

WITNESSETH:

WHEREAS, CITY and NUSD desire to maximize use of their public facilities;

WHEREAS, CITY owns recreational facilities that wishes to make available for use by NUSD for activities that strengthen the education systems/programs in the community;

WHEREAS, NUSD owns educational facilities which it wishes to make available for use by the CITY for recreational and important public purposes;

WHEREAS, the CITY and NUSD are seeking increased public involvement in carrying out the purposes of each organization;

WHEREAS, NUSD and the CITY enter into this expanded partnership with good faith for a mutually beneficial outcome that results in a win-win result for both agencies and the community;

WHEREAS, the CITY and NUSD wish to use this agreement to assist and support each other in addressing the needs of both agencies;

WHEREAS, Education Code Section 10900 et seq authorizes and empowers cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of public services which will contribute to the attainment of general recreational and educational objectives for children and adults of this State, and to enter into agreements with each other for such purpose.

CITY AGREEMENT NO. 2001-195

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM

The term of this Agreement shall commence on the date of execution set forth above and shall continue from year to year unless terminated by either party pursuant to the terms of Section 10 below.

2. USE OF FACILITIES

A. The term "facilities" shall be used for the purposes of this Agreement to mean any place, structure, area, classroom or facility used for recreational/educational purposes, whether or not it is used primarily for other purposes. The terms of this Agreement shall apply to all recreational/educational facilities owned by CITY or NUSD with the exception of those facilities listed on Exhibit "A", a copy of which is attached and incorporated. Both parties agree to explore the possibility of some joint use access to those facilities listed on Exhibit "A". The CITY agrees to provide reduced rates for NUSD use and access to those CITY facilities listed in Exhibit "A" to the greatest degree possible

B. CITY shall permit NUSD to use its facilities and grounds with the necessary city equipment required for recreational and public purposes, without charge, as long as the use does not conflict with the regular conduct of park, recreation and public service activities or other regularly scheduled uses so as not to preempt use of facilities by regular patrons. The first priority for use of CITY's facilities shall be activities sponsored in whole or in part by CITY; activities sponsored by NUSD shall have next priority;

C. NUSD shall permit CITY to use its facilities and grounds, with the necessary district equipment required for public and recreational purposes, without charge, as long as the use does not conflict with the regular conduct of school activities, programs, other NUSD use or other regularly scheduled uses. The first priority for use of NUSD's facilities shall be regular and special school programs (e.g., PTA, parent activities, Healthy Start, summer school activities) Activities sponsored by CITY shall have next priority based on availability, in the following order: CITY sponsored and/or school connected youth programs (e.g., sports camps, START), other recreation

activities scheduled by CITY NUSD and the CITY are not expected to remove previously scheduled uses in order to provide usage under this agreement.

D. Each party shall have the right to charge a reasonable fee to participants for participation in the recreational and educational activities sponsored by it at the other party's facilities

E. Each party shall provide, at its own expense, any personnel necessary for the direction, supervision or safety of recreational and public activities sponsored by it at these facilities.

F. Each party shall provide all utilities necessary for use of the recreational/educational facilities owned by it.

G. As feasible, NUSD shall attempt to provide at CITY's expense adequate temporary office and storage space at NUSD facilities for the regular conduct of CITY park, recreation and public service activities. As feasible, CITY shall attempt to provide at NUSD's expense adequate temporary office and storage space at CITY facilities for the regular conduct of NUSD business. Neither party shall be required to provide space if it creates an undue burden to that party.

H. CITY and its agents shall enforce and abide by all NUSD rules, regulations, ordinances and policies while directing activities on NUSD facilities. NUSD and its agents shall enforce and abide by all CITY rules, regulations, ordinances and policies while directing activities on CITY facilities. Each party shall provide copies of all relevant rules, regulations, ordinances and policies to the other party. CITY policies related to preferred soft drink vendors shall not apply to NUSD during CITY use of NUSD facilities. Pursuant to paragraphs B and C of this section, neither party shall charge fees for the other agency's use of the facilities. Necessary additional out-of-pocket expenses for costs related to the use of facility such as security, portable toilets, and extra clean up shall be the responsibility of the user agency. The user agency can provide its own security if the security plan meets the approval of the host agency.

J. Within reasonable limits, CITY and NUSD staff will agree to flexibility in scheduling custodial coverage so as to provide CITY, NUSD and public usage with no cost to user whenever possible. Activities will be scheduled in advance so that custodial support can be provided. A joint custodial services and supplies plan will be developed by both parties and

revised semi-annually in conjunction with the semi-annual master calendar development described in Section 3.

The CITY shall cover costs associated with custodial coverage in situations where there is an 'extended burden'. An extended burden would be a custodial requirement that could not be covered through adjusting the current custodial support for the site, requires the paying of overtime, extra time or has collective bargaining implications.

K. Each agency shall maintain its facilities in good repair and provide day to day maintenance, utilities and custodial services and supplies, structural repair, and replacement or repair of major equipment. Costs associated with additional operations, exceptional facility use, maintenance and custodial services beyond normal wear and tear shall be set at a mutually agreed upon rate, to be assessed annually, except where an addressing Memorandum of Understanding Agreement containing different provisions exists between the City and NUSD.

Each party can, outside of the provisions provided above, request the support of the other in paying for repair and replacement costs at facilities that are heavily used under this agreement.

L. The CITY and NUSD shall develop an emergency access procedure so that in the event owning agency personnel are not present at the time of scheduled use, there is a process to gain supervised access.

### 3. SCHEDULING OF FACILITIES

CITY shall be responsible for scheduling all reserved CITY use of NUSD facilities during non-school hours for purposes sponsored by CITY. NUSD shall be responsible for scheduling all reserved NUSD use of CITY facilities for purposes sponsored by NUSD. The scheduling shall be subject to the following terms and conditions:

A. CITY staff and NUSD staff shall meet twice a year at prescheduled intervals to develop a master calendar for use of CITY and NUSD facilities. Dates agreed to shall be finalized through issuance of a permit by the respective agency. In every use, the schedule shall be arranged so as not to conflict with recreation and school uses and can be modified by mutual agreement at any time.

B. All requests for CITY use of NUSD facilities shall be submitted on NUSD Facility Use Application forms. All requests for NUSD use of CITY facilities shall be submitted on CITY Facility Use Application forms

C. Requests for facility use shall be processed through each agency's central permit processing office. Each agency's central permit office will be responsible for verifying availability of that agency's facilities prior to approving a Facility Use Application.

#### 4. CANCELLATION OF RESERVED SPACES

A. CITY shall endeavor to provide NUSD with a minimum of fourteen (14) calendar days notice when canceling approved uses of NUSD facilities. NUSD shall endeavor to provide CITY with a minimum of fourteen (14) calendar days notice when canceling approved uses of CITY facilities.

B. Once a permit is issued it shall not be canceled by the owning agency unless the facility is deemed unsafe or due to situations beyond control of owning agency. The using agency shall be compensated for out of pocket expenses incurred prior to the date of cancellation if a facility date is canceled

C. The owning agency shall make every good faith effort to locate an alternative site for the scheduled activity in the event of a cancellation.

#### 5. SUPPORT AND EXPANSION OF THE JOINT USE CONCEPT

The CITY and NUSD shall jointly identify resources and capital and equipment needs that will facilitate enhanced joint and public use.

Both parties agree to actively pursue other opportunities, utilizing subagreements to this agreement, to expand upon the concept of joint use and to mitigate potential impacts to either party. Other opportunities to be pursued will include joint maintenance and repair of adjacent facilities, joint master planning of adjacent properties and joint design of facilities for public access to meet the needs of both agencies and the public at large. Both parties agree to actively include the other party in new facility planning in order to pursue opportunities for co-location, joint use, cost sharing, etc.

Where future school sites are located adjacent to park sites, both parties agree to examine how they may best serve the public through the design of their facilities in a way which will increase

the common good. It is expected that for each site, a site-specific Memorandum of Understanding may be developed to address details required for satisfactory design and use of those sites which have not been anticipated in this agreement

NUSD and CITY shall develop a reasonable cost sharing agreement on those capital and equipment items that are directly or indirectly related to joint and public use (e.g. shared costs for gym floor replacement, for replacement of basket ball hoops, for repair of district swimming pools that are available to the public, to purchase storage and security devices to enable classrooms to be available for non school hour uses). The cost sharing agreement shall be based on the proportional usage of the facilities or equipment by each agency. The CITY's proportional use shall include the use of school facilities by the CITY. NUSD's proportional use shall include the use of CITY facilities. The owning agency shall repair or replace those items mutually agreed upon by the two agencies. CITY's contribution to the cost thereof shall be from capital improvement funds designated for that purpose. Replacement of such equipment over time shall be by the owning agency in consultation with the other party.

The NUSD and CITY agree to work with community members to seek public involvement in capital replacements (i.e., parent participation projects, private donations), if deemed appropriate by the CITY and NUSD.

CITY may install sprinkler systems, turfing, playground equipment, fencing, and additional recreational equipment on NUSD facilities provided such installation is not in conflict with school use and subject to advanced written approval of the Assistant Superintendent. NUSD shall be responsible for all maintenance and repair of any CITY installed improvements upon completion of the project and approval and acceptance by NUSD. Any such improvements shall become the property of NUSD.

#### 6. MEET AND CONFER

CITY and NUSD shall meet on a quarterly basis, as mutually agreed, to discuss and resolve operational issues, deficiencies and undue impacts.

CITY and NUSD each shall document any misuse of facilities on written incident reports which shall be submitted to the other party within three (3) business days after the incident occurred or the notifying party gains knowledge of such an incident. CITY and NUSD shall provide

written responses to all incident reports within five (5) business days of receipt. Action which results from the incident reports, including reduction or cancellation of scheduled facility use, shall be by mutual agreement between CITY and NUSD.

7. INDEMNIFICATION

The parties agree to be bound by the terms of that certain Memorandum of Understanding between CITY and the Schools Insurance Authority, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit B.

8. INSURANCE

A. During the term of this Agreement, NUSD shall maintain a comprehensive liability insurance policy providing coverage for public liability, bodily injury and property damage.

B. During the term of this Agreement, CITY shall either be self-insured or maintain a comprehensive liability insurance policy providing coverage for public liability, bodily injury and property damage.

9. AGREEMENT AMENDMENTS

No amendment to this agreement shall be of any force or effect unless the same is in writing and executed by the parties hereto.

10. ASSIGNMENT

Neither NUSD nor CITY may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other party.

11. TERMINATION

Either CITY or NUSD may terminate this Agreement upon giving the other party at least ninety (90) days prior written notice.

12. NOTICES

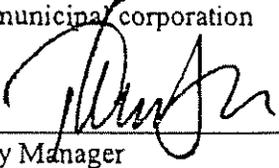
Notices and communication concerning this Agreement shall be sent to the following addresses:

CITY  
City of Sacramento  
Ralph Pettingell, Recreation Manager  
4623 T Street  
Sacramento, CA 95819

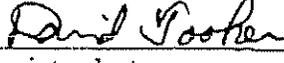
NUSD  
Natomas Unified School District  
David Tooker, Superintendent  
1515 Sports Drive, #1  
Sacramento, CA 95834

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set forth above.

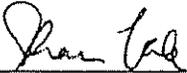
CITY OF SACRAMENTO,  
A municipal corporation

  
\_\_\_\_\_  
City Manager

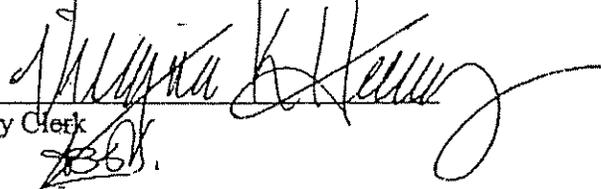
NATOMAS UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
Superintendent

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

CITY  
AGREEMENT NO. 2001-195

## EXHIBIT A

### FACILITIES NOT COVERED BY THIS AGREEMENT

1. CITY FACILITIES

Self-supporting facilities such as the Sacramento Convention Center and Memorial Auditorium, golf courses, marina, Sacramento Softball Complex, Camp Sacramento and city owned parking lots. Quasi-government facilities or facilities operated by non-profit organizations such as the Sacramento Zoo, Crocker Art Museum, Fairytale Town, Discovery Museum, History Archives, and City Cemetery

2. SCHOOL DISTRICT FACILITIES

Natomas High School Theater, Natomas Charter School.