

RESOLUTION NO. 2006-339

Adopted by the Sacramento City Council

May 23, 2006

**APPROVING AGREEMENT WITH NATOMAS UNIFIED
SCHOOL DISTRICT RELATED TO JOINT USE
OF THE LIBRARY FOR NORTH NATOMAS**

BACKGROUND:

- A. The Natomas Unified School District is applying for a grant from the California Department of Education for the construction of school library facilities in The Library for North Natomas; and
- B. The City of Sacramento wishes to provide assurances that the Natomas Unified School District will be permitted and authorized to provide school library services at The Library for North Natomas for 40 years, as required by the grant conditions.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

Section 1. The Council authorizes the City Manager to approve the agreement between the City of Sacramento and the Natomas Unified School District extending the joint use period for the District at The Library for North Natomas from 20 years to 40 years.

Section 2. The City agrees to operate The Library for North Natomas, once constructed, as a joint use library with the Natomas Unified School District for 40 years.

Table of Contents

EXHIBIT A- Agreement between City of Sacramento and Natomas Unified School District

Adopted by the City of Sacramento City Council on May 23, 2006 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: None.

Heather Fargo

Mayor, Heather Fargo

Attest:

Shirley Concolino

Shirley Concolino, City Clerk

Recording Requested by:

After Recording Return to:

AGREEMENT BETWEEN CITY OF SACRAMENTO AND
NATOMAS UNIFIED SCHOOL DISTRICT

This Agreement is made as of ____, 2006, by and between the City of Sacramento (hereinafter "City") and the Natomas Unified School District (hereinafter "Natomas").

RECITALS

WHEREAS, the City of Sacramento, the Natomas Unified School District, the Los Rios Community College District, and the Sacramento Public Library Authority have previously entered into a Cooperative Agreement relating to The Library for North Natomas; and

WHEREAS, the Cooperative Agreement provides that the City of Sacramento shall be the owner of the land and building constituting The Library for North Natomas; and

WHEREAS, the Cooperative Agreement commits all four parties to provide joint library services at The Library for North Natomas for no fewer than twenty years; and

WHEREAS, the Cooperative Agreement commits the City of Sacramento and the Sacramento Public Library Authority to provide public library services at The Library for North Natomas for no fewer than forty years; and

WHEREAS, the Natomas Unified School District is applying for a grant from the California Department of Education in the approximate sum of \$900,000, which sum will be contributed by Natomas Unified School District to The Library for North Natomas construction project to fund construction of school library facilities; and

WHEREAS, the City of Sacramento wishes to provide assurances to the Natomas Unified School District and the California Department of Education that for the entire forty-year period during which public library services will be provided at The Library for North Natomas, the Natomas Unified School District will be permitted and authorized to provide school library services at The Library for North Natomas; and

WHEREAS, provision of these assurances is consistent with the Cooperative Agreement and does not amend the Cooperative Agreement

NOW, therefore, City and Natomas agree as follows:

1. This agreement is made with respect to real property located at _____, Sacramento, California, more particularly described in Exhibit A hereto.
2. City agrees that it shall take all necessary steps to provide Natomas with access to the above-described real property, commonly known as The Library for North Natomas for a period of forty (40) years following completion of construction of The Library for North Natomas, for the following purpose: to permit Natomas to provide school library services at The Library for North Natomas in compliance with Natomas' obligations to the California Department of Education as set forth in any grant agreement between Natomas and the California Department of Education that provides capital funding for the school library services portion of The Library for North Natomas. This access shall be of such a nature as to permit Natomas to comply with all grant requirements.

The City and Natomas specifically recognize that the State revenues contributed to The Library for North Natomas and received pursuant to Natomas' Grant Agreement with the California Department of Education (the "Grant Agreement") may contain minimum terms specifying a period of guaranteed use of the Library by Natomas for school library services. The City hereby specifically commits to ensure the availability of the Library to Natomas for such purposes consistent with the requirements of such Grant Agreement. The parties hereto commit to enter into such additional operating agreements or other forms of agreement to meet the timeline requirements associated with the Grant Agreement.

3. This agreement shall not require City or Natomas to undertake any activities that violate the terms of the Cooperative Agreement for The Library for North Natomas. Notwithstanding such fact, to the extent it is necessary to extend the terms of the Cooperative Agreement or for the City and Natomas to enter into a new operating agreement at the termination date of the current Cooperative Agreement, the City and Natomas shall take all necessary steps to extend the Agreement or enter

into a new operating agreement for purposes of meeting the requirements of the Grant Agreement.

4. Each party shall indemnify and hold harmless and defend the other party, its trustees, officers, agents, or employees from any and all liability, damages, costs or expenses which such indemnified party may become obligated to pay by reason of any claim, lawsuit or judgment on account of injury to property or injury or death to persons received or suffered which is caused in part or in whole by the act or omission of any duty of the indemnifying party, its trustees, officers, agents, or employees.
5. This agreement shall be recorded in the Real Property records of the County of Sacramento.
6. Natomas shall be entitled to injunctive relief to enforce its rights hereunder.

CITY OF SACRAMENTO

NATOMAS UNIFIED SCHOOL
DISTRICT

By _____
CITY MANAGER

By _____
SUPERINTENDENT

ATTEST:

ATTEST.

CITY CLERK

DISTRICT CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

APPROVED:

CALIFORNIA DEPARTMENT OF EDUCATION

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 59, AS SHOWN ON THE MAP OF "NATOMAS CENTRAL SUBDIVISION", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, IN BOOK 16 OF MAPS, MAP NO 3 AND A PORTION OF PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "MASTER PARCEL MAP OF NORTHBOROUGH PHASE 1", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON NOVEMBER 23, 1998 IN BOOK 152 OF PARCEL MAPS, AT PAGE 15, DESCRIBED AS FOLLOWS:

BEGINNING FROM WHICH THE MOST EASTERLY ANGLE POINT OF PARCEL 10, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "MASTER PARCEL MAP OF CREEKSIDE SUBDIVISION NO P99-128", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA ON MARCH 13, 2002, IN BOOK 165 OF PARCEL MAPS, AT PAGE 2 BEARS SOUTH 45 DEGREES 56 MINUTES 52 SECONDS EAST 49 93 FEET; THENCE FROM SAID POINT OF BEGINNING, ALONG SAID PARCEL 10, NORTH 45 DEGREES 56 MINUTES 52 SECONDS WEST 20 50 FEET; THENCE CONTINUING ALONG SAID PARCEL 10, SOUTH 88 DEGREES 49 MINUTES 27 SECONDS WEST 228 52 FEET; THENCE LEAVING SAID PARCEL 10, NORTH 00 DEGREES 58 MINUTES 35 SECONDS WEST 605 14 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 12 SECONDS EAST 156 01 FEET; THENCE SOUTH 45 DEGREES 58 MINUTES 43 SECONDS EAST 25 27 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 17 SECONDS EAST 127 44 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 43 SECONDS EAST 16 67 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 17 SECONDS EAST 18 00 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 43 SECONDS EAST 35 92 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 17 SECONDS WEST 32 66 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 43 SECONDS EAST 93 44 FEET; THENCE SOUTH 25 DEGREES 46 MINUTES 27 SECONDS WEST 97 03 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 44 SECONDS EAST 368 33 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM FIFTY PER CENT (50%) OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND OTHER MINERALS OF ANY NATURE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED FROM CERES FARMS, A LIMITED PARTNERSHIP, TO ADAMS FARMS, A GENERAL PARTNERSHIP, RECORDED SEPTEMBER 8, 1983 IN BOOK 830908, PAGE 1827, OFFICIAL RECORDS

ALSO EXCEPTING THEREFROM 1/2 INTEREST IN AND TO ALL MINERALS AND MINERAL ORES, PERTOLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THERFROM, LYING BELOW A DEPTH OF 500 FEET BELOW THE SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED FROM WILLIAM S PARKER AND DOROTHY MYLL PARKER, HIS WIFE, TO ADAMS FARMS, A GENERAL PARTNERSHIP, RECORDED NOVEMBER 18, 1983 IN BOOK 831108, PAGE 576, OFFICIAL RECORDS

A P.N. A PORTION OF 225-0040-068 AND A PORTION OF 225-0040-047