



**CITY OF POMONA
VEHICLE PARKING DISTRICT
BOARD OF PARKING PLACE COMMISSIONERS
STAFF REPORT**

September 22, 2021

Agenda Item No. 09-22-05

To: Vehicle Parking District Board of Parking Place Commissioners

From: Kirk Pelser, Deputy City Manager

Submitted By: Joaquin Wong, Sr. Project Manager

SUBJECT: APPROVAL OF AN AMENDMENT TO THE VEHICLE PARKING DISTRICT LICENSE AGREEMENT WITH WESTERN UNIVERSITY FOR STUDENT, FACULTY AND STAFF PARKING

RECOMMENDATION:

That the Vehicle Parking District (VPD) Board of Parking Place Commissioners approve the amendment to the VPD parking license agreement with Western University of Health Sciences and authorize the City Manager to sign on behalf of the VPD.

EXECUTIVE SUMMARY:

Western University is requesting a reduction of 20 parking spaces from their VPD parking inventory under the current license agreement. The VPD licenses 947 parking space in eight VPD lots. The license is valid for three years with three additional annual extensions. As students and staff transition back into live on-campus instruction, the University has decided to continue to operate some of their administrative services remotely. As such, they anticipate a reduction of 10% to 15% of reserved parking. This includes VPD parking and on-street parking leased from the City.

FISCAL IMPACT:

The VPD currently licenses 947 parking spaces to Western University in eight parking lots. At \$35 per space per month, the total annual revenue to the VPD is \$397,740. The University is requesting a reduction of 20 parking space in Lot 15. This equates to \$2,100 per quarter or \$8,400 per year. If approved, the amended total annual revenues to the VPD from the University would be \$389,340.

DISCUSSION:

The University is on track to welcome back faculty and staff on July 19 and students on July 26, 2021, barring a drastic setback in public health progress due to COVID-19.

They do not anticipate reaching previous parking level needs in light of new telecommuting policies that will allow some their employees to work from home. This will include some students

as well. The University will analyze their parking need over the next several month and may need to re-adjust the number of parking spaces necessary when their attendance normalizes. Western University of Health Sciences is the VPD's largest permit holder and account for more than 1/3 of all of the VPD permits. To accommodate the University's request, staff with the assistance of the City's Attorney, Best, Best and Krieger (BBK) has prepared the attached parking license amendment (Attachment No. 2).

Upon the Commission's approval, the City Manager will execute the amendment to coincide with the University's scheduled class re-opening.

ATTACHMENT:

Attachment No. 1 – Western University of Health Sciences Parking Amendment Request Letter

Attachment No. 2- Amendment to the Western University of Health Sciences Parking License Agreement

Attachment No. 3- Western University of Health Sciences License Agreement

July 23, 2021

Mr. Kirk Pelser, Deputy City Manager
City of Pomona
505 S. Garey Ave.
Pomona, CA 91766

Dear Kirk:

Western University of Health Sciences appreciates its partnership with the city of Pomona as our shared community continues adjusting to the COVID-19 pandemic, and is grateful for the city's waiver of most WesternU VPD and other parking fees since March 2020.

The University is scheduled to welcome most staff and students back to campus by Monday, August 30, and consequently can resume quarterly payments for use of VPD parking lots and street parking around campus.

Per our meeting of Thursday, July 22, the city and the University will jointly assess actual use of VPD lots and street parking by WesternU students and staff during the July-September and October-December quarters, with the objective being to modify the University's parking lease agreements with the city in future quarters, if necessary.

In the meantime, based on the University's internal assessment of its current parking needs — which could be 10-15% lower (or more) than in past years thanks to a new telecommuting policy expected to reduce employee vehicle trips to campus — the University no longer requires the use of VPD Lot 15 or of street-parking spaces on Mission Boulevard and Eleanor, Linden, Palomares, and Third streets. The University will take responsibility for removing/replacing Lot 15 signage as a result of this change.

Additionally, the University wishes to resume its arrangement with the city wherein parking passes for University-leased lots are available only through WesternU itself. Students and employees have in the past occasionally attempted to bypass the University parking pass purchasing system by going directly to the city; we appreciate the city's past practice of directing these customers back to the University for passes, and hope this practice will be sustained.

The University additionally appreciates the city's willingness to allow payment for parking in the July-September quarter to be due at the end of the quarter (September 30), which is an exception to the normal billing/payment schedule.

We look forward to meeting with you and your team at the end of September to update you on actual University use of VPD parking following the resumption of classes and the return of most employees, and to working with you to ensure the University and the city are both best-served by our longstanding and ongoing relationship.

Again, many thanks.

JEFFERY S. KEATING, M.A
Chief of Community and Government Affairs
Western University of Health Sciences
309 E. 2nd St.
Pomona, California 91766
(909) 469-5205
www.westernu.edu

CITY OF POMONA

**FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN
THE CITY OF POMONA VEHICLE PARKING DISTRICT COMMISSION &
WESTERN UNIVERSITY OF HEALTH SCIENCES**

1. PARTIES AND DATE.

This First Amendment to the License Agreement for ("First Amendment") is entered into on the 1st day of September, 2021, by and between the City of Pomona, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Pomona, CA 90755 ("Licensor") and Western University of Health Sciences, a California non-profit corporation, with its principal place of business at 309 E. Second Street, Pomona, CA 91766-6116 ("Licensee"). Licensor and Licensee are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain License Agreement dated July 1, 2019 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to remove Lot 15 from the Licensed Premises in order correspond to the Licensee's reduced need for parking spaces.

3. TERMS.

3.1 License. Section I.1 of the Agreement is hereby amended in its entirety to read as follows:

LICENSEE is allotted 927 space(s) in accordance with the authority granted by Section 31791 of the California Streets and Highways Code, upon the terms and conditions hereinafter set forth.

3.2 License. Section I.2 of the Agreement is hereby amended in its entirety to read as follows:

LICENSOR agrees to provide LICENSEE the use of 927 parking spaces in the LOTS located at Lots 17, 18, 19, 20, 21, 23, 24, 25 (Helix sub-lease) and 26T ("Licensed Premises") as described below and specifically shown on Exhibit "A" attached hereto:

- A. Lot No. 17, located south of the railroad tracks between Gibbs Street and Palomares (195 parking spaces) ;
- B. Lot No. 18, located south of Centennial Park (7 parking spaces);
- C. Lot No. 19, located at the northeast corner of S. Gibbs & E. 3rd Streets (92 parking spaces);
- D. Lot No. 20, located at the southeast corner of 3rd & Gibbs Streets (90 parking spaces);
- E. Lot No. 21, located at the northeast corner of 3rd & Elm Streets (46 parking spaces);

- F. Lot No. 23, located at the northeast corner of Elm & Forth Streets (61 parking spaces);
- G. Lot No. 24, located south of the rail road track between Palomares & Eleanor Streets 156 parking spaces);
- H. Lot No. 25 (Helix Apartments sub-lease), located south of the rail road track between Palomares & Eleanor Streets (89 parking space); and
- I. Lot No. 26T, located at the northeast corner of Mission Boulevard and Palomares Streets (191 parking spaces).

3.3 Fee. Section 4 of the Agreement is hereby amended in its entirety to read as follows:

LICENSEE shall pay to LICENSOR **\$105 per calendar quarter (Three months at a time), which equals to \$35.00 per month, for each parking space, or a total of \$97,335 quarterly.** Quarterly payments shall be received by LICENSOR by the first working day of the beginning of every quarter (July 1, October 1, January 2nd and April 1st).

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF POMONA (LICENSOR)

**WESTERN UNIVERSITY OF HEALTH
SCIENCES (LICENSEE)**

By: [Signature]
City Manager

By: [Signature] COO 8/23/21

ATTEST:

By: [Signature]
Rosalia Butler
City Clerk

APPROVED AS TO FORM:

By: [Signature]
Sonia R. Carvalho,
City Attorney

Licensee: Western University of Health Sciences
Lot Nos.: 15 (partial), 17, 18, 19, 20, 21, 23, 24, 25 (Helix sub-lease)
and 26T

City of Pomona Vehicle Parking District Commission
LICENSE AGREEMENT
(General Use)

THIS LICENSE AGREEMENT (hereinafter referred to as "LICENSE"), effective July 1, 2019, is between the BOARD OF PARKING PLACE COMMISSION (hereinafter referred to as "LICENSOR"), and Western University of Health Sciences (hereinafter referred to as "LICENSEE").

RECITALS

A. LICENSEE desires to use 947 parking spaces in Vehicle Parking District ("VPD") Lot Nos. 15 (partial), 17, 18, 19, 20, 21, 23, 24, 25 (Helix sub-lease) and 26T for the purpose of parking passenger vehicles.

B. LICENSOR has determined that the use of 947 parking space(s) in VPD Lot Nos. ("LOTS") 15 (partial), 17, 18, 19, 20, 21, 23, 24, 25 (Helix sub-lease) and 26T is reasonable for the use by LICENSEE and is in the best interests of the parties hereto and other property owners within VPD.

TERMS AND CONDITIONS

1. LICENSE.

- 1.1 LICENSEE is allotted 947 parking spaces in accordance with the authority granted by Section 31791 of the California Streets and Highways Code, upon the terms and conditions hereinafter set forth.
- 1.2 LICENSOR agrees to provide LICENSEE the right, privilege, and permission to use, possess and occupy 947 parking spaces in the lots located at Lots 15 (partial), 17, 18, 19, 20, 21, 23, 24, 25 (Helix sub-lease) and 26T (collectively referred to herein as "Licensed Premises") as described below and specifically shown on Exhibit "A" attached hereto:
 - A. Lot No. 15 (Partial), located south of the East Third Street between Gibbs Street and Locust Street;
 - B. Lot No. 17, located south of the railroad tracks between Gibbs Street and Palomares;
 - C. Lot No. 18, located south of Centennial Park;
 - D. Lot No. 19, located at the northeast corner of S. Gibbs & E. 3rd Streets;
 - E. Lot No. 20, located at the southeast corner of 3rd & Gibbs Streets;
 - F. Lot No. 21, located at the northeast corner of 3rd & Elm Streets;
 - G. Lot No. 23, located at the northeast corner of Elm & Forth Streets

- H. Lot No. 24, located south of the rail road track between Palomares & Eleanor Streets;
 - I. Lot No. 25 (Helix Apartments sub-lease), located north of East Fourth Street between Palomares & Linden Streets; and
 - J. Lot No. 26T, located at the northeast corner of Mission Boulevard and Palomares Streets.
2. **TERM.** The term of the LICENSE begins on July 1, 2019, and expires on June 30, 2024. Thereafter, said LICENSE automatically renews annually under the same terms and conditions, unless cancelled by either LICENSOR or LICENSEE upon ninety days' written notification prior to then current annual term, to the other Party of its intent to terminate the LICENSE. Notwithstanding the foregoing, this Agreement will not terminate, without cause, in the middle of an Academic Year. An Academic Year begins on July 1st to June 30th.
3. **FEE.** LICENSEE shall pay to LICENSOR, on a quarterly basis, the amount of **\$105 per parking space for a total quarterly amount of \$99,435** . Quarterly is defined as three (3) month intervals which amounts to a total per month/per space cost of \$35.00. LICENSOR must send LICENSEE quarterly invoices at least thirty (30) days prior to the due dates defined herein. Quarterly payments shall be received by LICENSOR, subject to LICENSOR issuing a timely invoice, by the first working day of the beginning of every quarter on the following due dates: July 1st , October 1st , January 2nd and April 1st .
4. **USE.** The use of the Licensed Premises shall be for the use by LICENSEE or its users , which include but are not limited to the LICENSEE'S employees, students, contractors, visitors, guests, clients, vendors and/or customers ("Designated Users"), subject to the following provisions:
- 4.1. LICENSEE shall have a process in place where it issues hang tags to its Designated Users to display from the Designated Users' rearview mirror inside the vehicle.
 - 4.2 No parking allowed in time-restricted spaces. For clarity none of the 947 parking spaces shall be considered time-restricted spaces.
 - 4.3 No parking in stenciled or marked spaces other than those spaces designated for use by the LICENSEE.
 - 4.4 LICENSEE parking shall be restricted to the Licensed Premises as shown in Exhibit "A." and/or defined within this Agreement or any executed amendments.
 - 4.5 LICENSEE has use of Lots 18, 21 and 25 (Helix sub-lease) 24 hours a day 7 days a week.
 - 4.6 LICENSEE has exclusive use of spaces in Lots 15 (partial), 17, 18, 19, 20, 21, 23, 24, and 26T Monday through Friday from 7 a.m. to 8 p.m. All other times, these Lots are open for general public use at the standard daily and permitted parking fee rates.
 - 4.7 No vehicles over 5 tons shall park in any of the Licensed Premises.

LICENSOR is not responsible for any damages to any parked vehicles and/or equipment located in the Licensed Premises or adjacent City property where such damage is not due to the gross negligence or willful misconduct of the LICENSOR. LICENSOR is not responsible for any stolen property from any parked vehicles and/or equipment located in the Licensed Premises or adjacent City property where such property due to the gross negligence or willful misconduct of the LICENSOR.

5. LICENSEE COMPLIANCE. LICENSEE shall comply with the following provisions:

5.1 LICENSEE may stencil the parking spaces at its own cost, but only with the prior written consent of LICENSOR.

5.2 LICENSEE shall not make any alterations to the parking lot, the parking lot layout or the designation of handicap spaces without the prior consent of LICENSOR. Any approved alterations / modifications to the Licensed Premises shall be done to City of Pomona standards and at the sole cost of the LICENSEE.

6. RESERVATION. LICENSOR may use the Licensed Premises from time to time for City of Pomona authorized special events subject to advance written approval from the LICENSEE.

7. ASSIGNMENT AND SUBLETTING. The LICENSEE shall not assign this Agreement or any interest therein or sublicense the Licensed Premises or any portion thereof without in each instance first obtaining the written consent of LICENSOR. Notwithstanding the foregoing, LICENSEE may charge a parking permit fee to its Designated Users for use of the parking spaces.

8. SECURITY. LICENSEE may utilize its own security services. The responsibility and liability of such security services will remain with LICENSEE. By accepting and signing this License Agreement the LICENSEE agrees to indemnify and hold harmless the LICENSOR, the City of Pomona, its elected and appointed officials, employees and representatives of the LICENSOR and the City of Pomona of any actions attributed to the LICENSEE's security company and or personnel.

9. MAINTENANCE/REPAIRS. Subject to the provisions herein, LICENSEE may perform parking lot maintenance as it relates to trash clean-up, weed abatement, lighting, LICENSOR or City of Pomona signage, trees, sidewalks, parking space striping, surface care, and parking enforcement (collectively "Maintenance and Repairs") at the LICENSEE's cost. Where appropriate, all contractors and /or employees performing such service shall be properly insured, licensed, certified, bonded and qualified to perform the necessary work. Such contractor and/or LICENSEE's employee shall be the sole responsibility and liability of LICENSEE. By accepting and signing this License Agreement LICENSEE agrees to indemnify and hold harmless the LICENSOR, the City of Pomona, its elected and appointed officials, employees and representatives of the LICENSOR and the City of Pomona of any actions attributed to LICENSEE's maintenance company and or personnel as it relates to any Maintenance and Repairs to the Licensed Premises performed by the LICENSEE. Notwithstanding any provision to the contrary, the LICENSOR and the City of Pomona will be solely responsible for any and all Maintenance and Repairs of the lots, whether specifically defined or not herein, irrespective of whether the LICENSEE performs such tasks.

10. DAMAGES. Repairs for damages directly and solely caused by the LICENSEE's use of Licensed Premises, excepting LICENSOR's failure to adhere to the responsibilities articulated in Section 9, LICENSOR's inadequate adherence to the responsibilities in Section 9, normal wear and tear,

and/or damage due to elements, weather or natural causes, are the sole cost and responsibility of the LICENSEE. All repairs must be pre-approved by the LICENSOR. All contractors and /or employees performing such service shall be properly insured, licensed, certified, bonded and qualified to perform the necessary work. Such contractor and/or LICENSEE's employee shall be the sole responsibility and liability of LICENSEE. By accepting and signing this License Agreement the LICENSEE agrees to indemnify and hold harmless the LICENSOR, the City of Pomona, its elected and appointed officials, employees and representatives of the LICENSOR and the City of Pomona of any actions attributed to the LICENSEE's contractor and/or personnel as it relates to the repair of damages directly and solely caused by the LICENSEE's use of Licensed Premises, excepting LICENSOR's failure to adhere to the responsibilities articulated in Section 9, LICENSOR's inadequate adherence to the responsibilities in Section 9, normal wear and tear, and/or damage due to elements, weather or natural causes.

11. **SIGNAGE.** LICENSEE may install special signage at its own cost. Sign material, size, design, colors, verbiage, placement, and installation method shall be pre-approved by the LICENSOR.
12. **WASTE.** LICENSEE shall not commit, or allow to be committed, placing of any excess waste upon said Licensed Premises, that is not removed within thirty (30) days of the LICENSOR or the City of Pomona providing Notice to the LICENSEE.
13. **INSURANCE.**
 - 13.1 Time for Compliance. LICENSEE shall not use or allow others to use the Licensed Premises until it has provided evidence satisfactory to the LICENSOR that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the LICENSOR to terminate this License for cause.
 - 13.2 Types of Insurance Required. As a condition precedent to the effectiveness of this License, and without limiting the indemnity provisions of the License, the LICENSEE, in partial performance of its obligations under such License, shall procure and maintain in full force and effect during the term of the License Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this License. If the existing policy does not meet the insurance requirements set forth herein, LICENSEE agrees to amend, supplement or endorse the policy to do so..
 - 13.3 Insurance Endorsements. The Commercial General Liability shall contain an additional insured endorsement naming the LICENSOR, the City of Pomona, its officials, officers, employees, agents, and volunteers as additional insureds with regard to liability and defense of suits or claims arising out of the performance of the License. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of LICENSEE; or (4) contain any other exclusions contrary to the terms or purposes of this License. For all policies of Commercial General Liability insurance, LICENSEE shall provide endorsements.
 - 13.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability

shall be primary and any other insurance, deductible, or self-insurance maintained by LICENSOR, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

- 135 Waiver of Subrogation. All required insurance coverages, shall contain or be endorsed to waiver of subrogation in favor of the LICENSOR, its officials, officers, employees, agents, and volunteers or shall specifically allow LICENSEE or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. LICENSEE hereby waives its own right of recovery against LICENSOR.
- 136 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the LICENSOR and shall protect the LICENSOR, The City of Pomona, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- 137 Evidence of Insurance. The LICENSEE, concurrently with the execution of the License, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the LICENSOR, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the LICENSOR for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the LICENSOR. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, LICENSEE shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the LICENSOR evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- 138 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- 139 Enforcement of Agreement Provisions (non estoppel). LICENSEE acknowledges and agrees that actual or alleged failure on the part of the LICENSOR to inform LICENSEE of non-compliance with any requirement imposes no additional obligation on the LICENSOR nor does it waive any rights hereunder.

13.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

14. **NOTICES.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested or email with delivery receipt, to the following addresses (or to such other address as either party may subsequently designate):

**If to the LICENSOR: City of Pomona
Vehicle Parking District
505 South Garey Avenue
Pomona, CA 91766**

**If to the LICENSEE: Western University of Health Sciences
Facilities and Physical Plant
309 E. Second Street
Pomona, CA 91766**

AND

**Western University of Health Sciences
Office of the Chief Operations Officer
309 E. Second Street
Pomona, CA 91766**

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mail, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

15. **NON-LIABILITY OF LICENSOR FOR DAMAGES.** Except as defined within this Agreement, LICENSEE hereby agrees to hold LICENSOR harmless and indemnify it against all liability, loss, cost or obligation on account of or arising out of any injuries to property or any person or persons, including LICENSEE, its agents or customers, from any cause or causes whatsoever while in, upon, or in any way connected with the Licensed Premises during the term of this Agreement or any extension thereof, provided no unlawful act, willful misconduct, or negligent act of the LICENSOR or the City of Pomona resulted in the loss or damages.
16. **REMEDIES.** All rights and remedies of LICENSOR contained in this Agreement shall be construed and held to be cumulative and not exclusive. LICENSOR shall have the right to pursue any one or all of such remedies, or any other remedy which may be provided by law, whether or not stated in this Agreement. A waiver by LICENSOR of any breach of any of the covenants of this Agreement by LICENSEE shall not constitute a waiver of any succeeding or preceding breach of the same or any other covenant or condition herein contained. LICENSEE shall not be liable for consequential damages.
17. **TERMINATION.** Should LICENSEE default in the payment of any installment fee, or any other sum due as herein provided, or default in the performance of, or breach of any other covenant, condition or restriction of this Agreement herein provided to be kept or performed by LICENSEE,

and should such default or breach continue uncured for a period of thirty days from and after written notice thereof by LICENSOR to LICENSEE by certified mail, and in any such event, LICENSOR may at its option terminate this Agreement by giving LICENSEE written notice thereof, and thereupon this Agreement shall cease and terminate, and LICENSEE'S rights in and to the licensed premises and improvements erected and placed thereon shall cease and end, and the LICENSOR may without further notice or demand or legal process, re-enter and take possession of said premises and all improvements thereon and oust LICENSEE, and all persons claiming under LICENSEE therefrom, and except as otherwise provided herein, LICENSEE and all such persons shall quit and surrender possession of said premises and all improvements thereon to LICENSOR, provided, however, that such termination shall not relieve LICENSEE from the payment of any sums then due and payable from LICENSEE, or any claims for damages then accrued against LICENSEE hereunder, and such termination shall not prevent LICENSOR from recovering any such sums or damages, or from enforcing such obligations or recovering damages from any default thereof by any remedy provided by law.

18. **SURRENDER OF POSSESSION.** At the expiration of said term, or any sooner termination of this Agreement, the LICENSEE hereby agrees to quit and surrender possession of the Licensed Premises to LICENSOR in as good condition as reasonable use and wear will permit, damage by the elements or other casualty excepted. All signs and markings erected or placed by LICENSEE shall be removed at LICENSEE'S expense.
19. **BINDING ON ASSIGNS.** The covenants and conditions herein contained shall bind and inure to the benefit of the parties hereto, their successors and assigns.
20. **TIME** is of the essence of this Agreement. Should payments not be received by LICENSOR within thirty-one (31) days of the invoice date, a late fee of \$3.00 per space for each of the 31 day period payment is overdue shall be charged to Licensee.
21. **COLLECTION AND ATTORNEY'S FEES.** If LICENSOR employs the services of a collection agency to collect any fees, charges or penalties due pursuant to this Agreement, LICENSOR shall be entitled to collect all costs of collection including staff time and collection agencies fees from LICENSEE. In the event LICENSOR commences litigation to collect any fees, charges or penalties due pursuant to this Agreement, LICENSOR shall be entitled to collect all costs of collection including staff time, collection agencies fees, court costs, f from LICENSEE.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

LICENSOR: BOARD OF PARKING PLACE COMMISSIONERS

By: _____
Joseph Mladinov III, Chairman Vehicle Parking
District

LICENSEE: WESTERN UNIVERSITY OF HEALTH SCIENCES


By: 
Clive Houston-Brown, SVP and COO

Exhibit "A"

Vehicle Parking District
Parking Lot Location Map

