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**DEPARTMENT OF PARKS
AND COMMUNITY SERVICES**

**CITY OF SACRAMENTO
CALIFORNIA**

1231 I STREET
SUITE 400
SACRAMENTO, CA
95814-2977

ROBERT P. THOMAS
DIRECTOR

916-449-5200
FAX 916-449-8584

G. ERLING LINGGI
ASSISTANT DIRECTOR

WALTER S. UEDA
DEPUTY DIRECTOR

DIVISIONS:
GOLF
CROCKER ART MUSEUM
HISTORY AND SCIENCE
METROPOLITAN ARTS
SACRAMENTO ZOO
PARKS AND RECREATION
• NORTH
• SOUTH
• CITY-WIDE

November 6, 1990

Transportation and Community Development Committee
Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: 1990 WINTER FESTIVAL

SUMMARY

This report provides the City Council with information regarding a proposed Winter Festival program on the K Street Mall during the 1990 holiday season. In addition, this report recommends that the City enter into an agreement with Ice Unlimited, Inc. to install and operate a portable outdoor ice skating rink at St. Rose of Lima Park. This report also recommends that the City enter into agreements with the Downtown Plaza Merchants Association, Regional Transit and Johnson/Smith & Hobbs, Inc. to accept sponsorship funding for the 1990 Winter Festival.

BACKGROUND INFORMATION

A major goal of the downtown urban revitalization program is to promote activities that will attract visitors to the downtown area after work hours. Over the past ten years the City Council has approved three major urban plans: 1) 1980 Central City Community Plan; 2) 1987 Downtown Urban Design Plan; and 3) 1990 Downtown Cultural and Entertainment District Master Plan. A key aspect of each plan was the promotion of entertainment activities in the downtown area. The Urban Design Plan states that, "K Street should have an evening life of its own...(including) programmed events at St. Rose of Lima Park". The Downtown Cultural and Entertainment District Plan states that "A secure, attractive environment animated by thoughtfully planned programming is the single most important factor in attracting and sustaining the public's interest in the downtown."

In keeping with the goals of these plans, the Department of Parks and Community Services has developed a Winter Festival program for the K Street Mall. The main attraction for the Festival will be a portable ice skating rink located at St. Rose of Lima Park at 7th and K Streets. Other planned activities include carriage rides, ice sculptures, snow sculpture contests, Santa Claus, carolling and food booths offering cider, hot chocolate and other seasonal foods. The Festival will begin November 29, 1990 and run until January 5, 1991. Festival activities will begin at 10:00 a.m. and continue throughout the evening until 9:00 p.m.

Funding for the Festival has been secured through sponsorship packages totaling \$114,500. This includes sponsorship from Regional Transit for \$11,250; Downtown Plaza Merchant's Association for \$57,000; Johnson/Smith & Hobbs for \$11,250 (advertising agency for Regional Transit); and Sacramento Housing and Redevelopment Agency for \$35,000. In addition, Downtown Plaza and Regional Transit will devote a considerable portion of their advertising budgets for November and December to promote the Winter Festival.

The ice skating rink will be designed, fabricated and managed by William Kerth of Ice Unlimited, Inc., who have operated Iceland Ice Rink in North Sacramento for the past 50 years. Ice Unlimited, Inc. has designed and built several major ice skating rinks in Northern California including the new outdoor facility at Squaw Valley and the rink at ARCO Arena and are considered the West Coast experts in this area. Mr. Kerth is currently designing a rink for the Moscone Center in San Francisco. Ice Unlimited, Inc. has agreed to enter into an agreement to design and fabricate the rink for the Winter Festival at St. Rose of Lima Park.

Ice Unlimited, Inc. will install a 60 foot by 80 foot ice skating rink, and will also provide insurance, site security, management and operation of the facility. Skating will be free to the public, and skates will be available to rent for \$1.00. Proceeds from the skate rentals will be divided between the City, Ice Unlimited, Inc. and the festival sponsors. The City and the sponsors' portions will be used to enhance the festival for next year. Ice Unlimited, Inc. will also provide free group ice skating lessons and shows with the Capital City Figure Skating Club during the Festival. A sound system and rink lighting will also be provided by Ice Unlimited, Inc. The City will provide portable bleachers for spectators and skaters. The City will also be responsible for site preparation and restoration, electricity, trash removal and public rest room facilities.

The Department of Parks and Community Services has coordinated plans for site preparation and operation of the Winter Festival rink with General Services, Facility Management, Building Inspections, Police and Fire. A site map of St. Rose of Lima Park is attached as Exhibit A.

A short time schedule is necessary to complete the arrangements for the Winter Festival. Downtown Plaza must have the rink operational by November 29th in order to benefit their holiday shopping season. The sponsors recognize and accept that circumstances beyond the City's control could delay the completion of the rink. Under the proposed agreement, Ice Unlimited, Inc. must have the rink built, installed, and operational within twenty days after they receive funding or incur penalties.

Staff will provide City Council with a report on the results of the Winter Festival for 1990 and plans for the 1991 festival in February, 1991.

FINANCIAL DATA

Sponsorship funding for the Winter Festival is as follows:

\$ 57,000	Downtown Plaza Merchants Association
\$ 35,000	SHRA/Department of Parks and Community Services
\$ 11,250	Regional Transit
<u>\$ 11,250</u>	Johnson/Smith & Hobbs, Inc.

\$114,500 Total Revenue

Ice Unlimited, Inc. Budget Proposal:

\$ Up to \$4,000 for insurance to be paid by Ice Unlimited, Inc.

\$ 1,500	Ice Show
\$ 4,900	Security
\$ 14,100	Operation
\$ 91,700	Preparation/Installation/Removal

\$113,300 (Payment to Ice Unlimited, Inc. not to exceed \$113,300)

These costs do not include City costs for site preparation, restoration, and electricity. Estimates for these services are approximately \$5,000 and will be absorbed in the existing Department operating budget. No additional City funds are requested. Management of the sponsorships revenue will be handled through the Department's Gifts To Share account. Attached as Exhibits B, C, D, and E are Agreements between the City, Ice Unlimited, Inc., Downtown Plaza Merchants Association, Regional Transit and Johnson/Smith & Hobbs to facilitate the Winter Festival. The agreement with Ice Unlimited, Inc. requires them to provide identical services in 1991-92, at the City's request, for \$30,000. The large difference in costs represents the absence of first year costs for construction of the ice skating rink by Ice Unlimited, Inc.

POLICY CONSIDERATIONS

The Winter Festival is consistent with City Council's endorsement of plans to revitalize the downtown by encouraging and supporting special events on the K Street Mall.

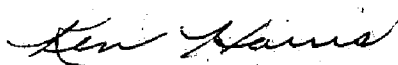
MBE/WBE EFFORTS

None.

RECOMMENDATION

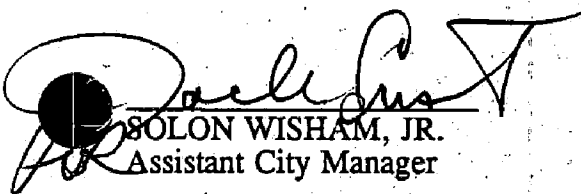
It is recommended that the Budget and Finance Committee and the Transportation and Community Development Committee approve this report and forward it the full City Council for approval. It is further recommended that the City Council, by resolution, authorize the City Manager to enter into agreements with Ice Unlimited, Inc., Downtown Plaza Merchants Association, Regional Transit and Johnson/Smith & Hobbs, Inc. to facilitate operation and sponsorship for the 1990 Winter Festival on the K Street Mall.

Respectfully submitted.



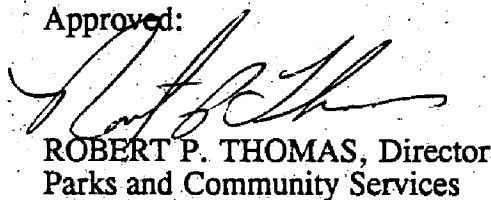
KEN HARRIS, Manager
Parks and Recreation City Wide

Recommendation Approved:



SOLON WISHAM, JR.
Assistant City Manager

Approved:



ROBERT P. THOMAS, Director
Parks and Community Services

KH/RPT:pmg

November 6, 1990
All Districts

Attachments

Contact Person to Answer Questions: Rick Reese 449-2032
winterfe

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO FOUR (4) AGREEMENTS FOR THE OPERATION AND SPONSORSHIP OF 1990 WINTER FESTIVAL ON THE K STREET MALL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. That the City Council hereby authorizes the City Manager to enter into an agreement with Ice Unlimited, Inc. to design, fabricate, install, and operate a portable ice skating rink at St. Rose of Lima Park on the K Street Mall.
2. That the City Council hereby authorizes the City Manager to enter into an agreement with Downtown Plaza Merchants Association in the amount of \$57,000 from the Downtown Plaza Merchants Association for sponsorship of the 1990 Winter Festival.
3. That the City Council hereby authorizes the City Manager to enter into an agreement with Regional Transit in the amount of \$11,250 from Regional Transit for sponsorship of the 1990 Winter Festival.
4. That the City Council hereby authorizes the City Manager to enter into an agreement with Johnson/Smith & Hobbs in the amount of \$11,250 from Johnson/Smith & Hobbs for sponsorship of the 1990 Winter Festival.

MAYOR

Attest:

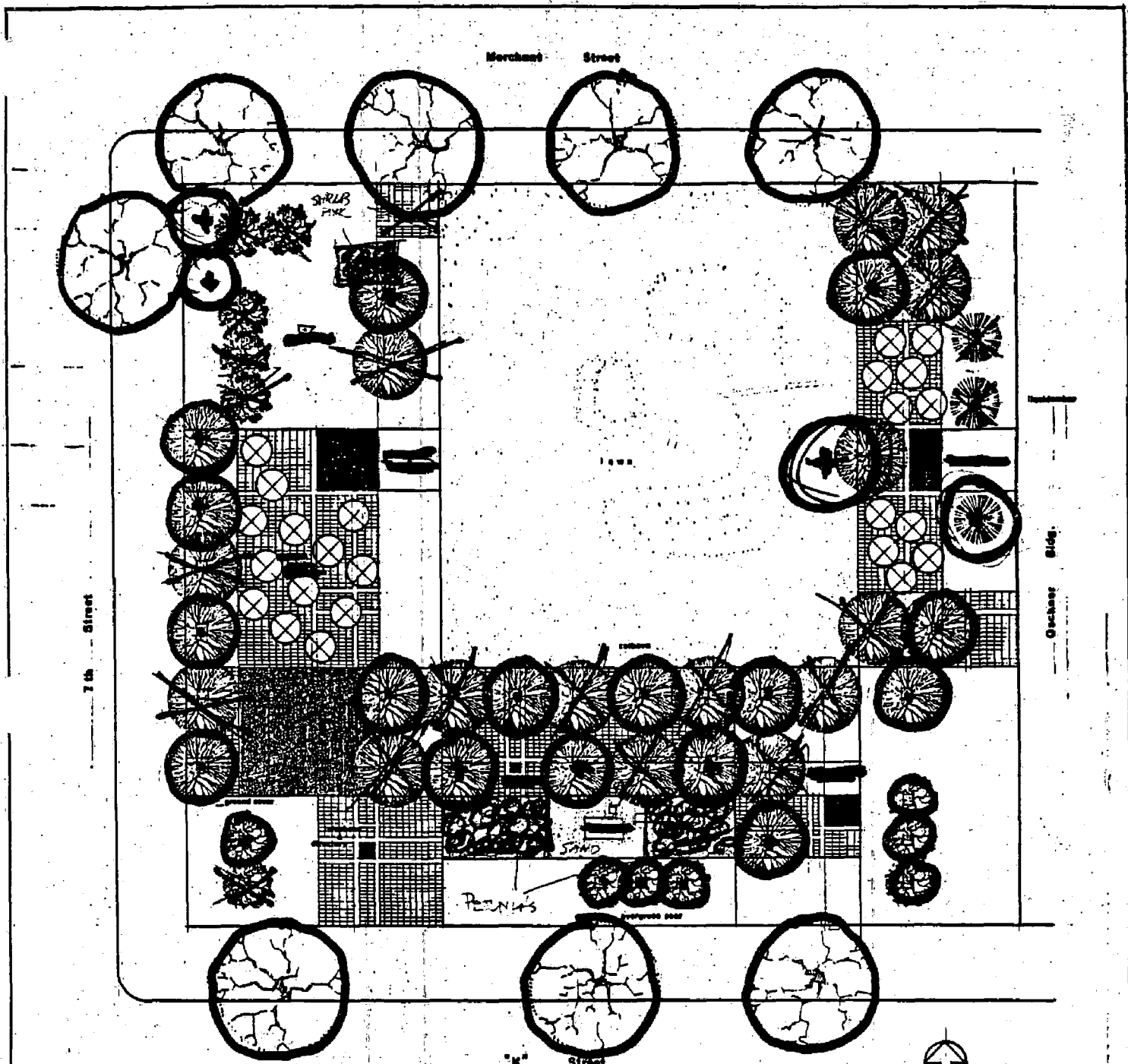
CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

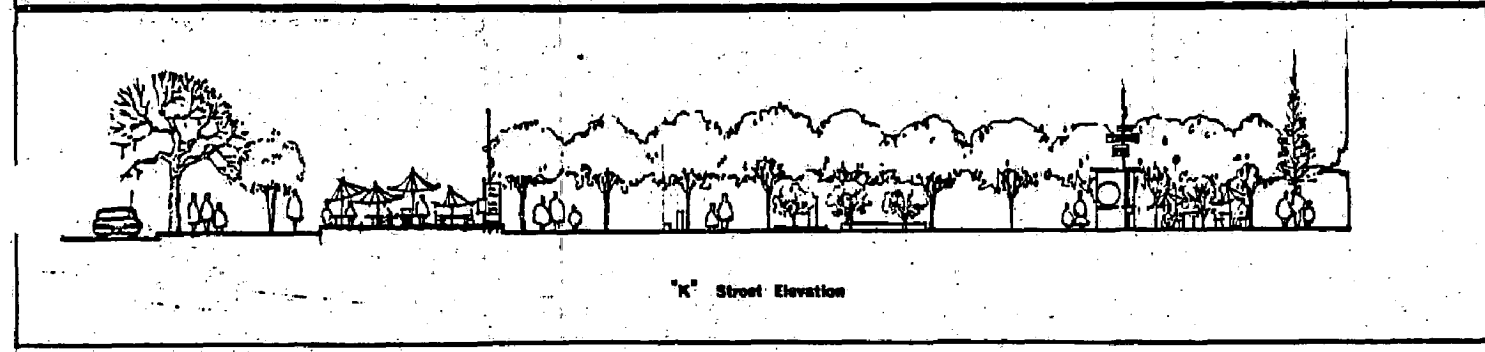
DATE ADOPTED: _____

5



EXISTING SITE ANALYSIS
saint rose of lima plaza

1/24/90
 CITY OF SACRAMENTO, CALIFORNIA
 LANDSCAPE ARCHITECT



'K' Street Elevation

**AGREEMENT BETWEEN
CITY OF SACRAMENTO AND ICE UNLIMITED, INC.**

This Agreement is made as of _____, 1990, by and between CITY OF SACRAMENTO ("City") and ICE UNLIMITED, INC. ("IUI").

1. Services. Subject to the terms and conditions set forth in this Agreement, IUI shall supply all equipment and staffing to operate an ice skating rink at St. Rose of Lima Park per the schedule and programming requirements described in Exhibit A.

2. Payment. City shall pay IUI for services rendered at the times and in the manner set forth in Exhibit B. The payments set forth in Exhibit B shall be the only payments to be made to IUI unless City approves in advance in writing additional services.

3. Facilities, Equipment and Personnel. Except as set forth in Exhibit C, IUI shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required to provide a safe, first-class portable skating rink operation. City shall furnish only the facilities and equipment listed in Exhibit C, according to the terms and conditions set forth in Exhibit C.

4. Insurance. IUI shall maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation coverage as required by State law.

5. Option to Obtain Services in 1991. IUI hereby agrees that, at City's option, IUI shall provide the services required by this Agreement again during November, 1991, through January, 1992, for a total payment of \$30,000, adjusted by a factor representing the increase in the cost of living index for the Sacramento region (or the nearest appropriate equivalent index) between July 1, 1990, and July 1, 1991, not to exceed 10%. The parties agree that IUI's obligation hereunder is a material consideration for City's 1990 payment of \$113,300. The parties further acknowledge that the large difference between the 1990 and 1991 payments represents start-up costs for 1990 which will not recur in 1991.

6. Taxes and Assessments. IUI shall pay, before delinquency, all lawful taxes, assessments, fees or charges which at any time may be levied by the State of California, County of Sacramento, City or any tax or assessment levying body upon any interest in this Agreement, or any possessory right which IUI may have in or to premises covered hereby or improvements thereon by reason of his use or occupancy thereof or otherwise, as well as all taxes, assessments, fees, licenses, and charges on goods, merchandise, fixtures, appliances and equipment owned by him in or about said premises. It is the City's opinion that this Agreement creates no taxable possessory interest. However, if a possessory interest is created under this Agreement it is subject to property taxation, and IUI shall be subject to payment of property taxes levied on the possessory interest by the County of Sacramento.

7. City Performance of Obligation at IUI's Expense. In the event IUI fails to fulfill any obligation hereunder, City may (but shall not be obligated to) provide the personnel or equipment necessary to meet the obligation and shall deduct the cost thereof from the payment due to IUI. Examples include, without limitation, providing adequate security personnel or other staffing to maintain a safe and secure environment and clean-up of the area surrounding the rink.

8. Exhibits. Exhibits A, B, C and D to this Agreement are hereby incorporated herein by reference.

9. City Representative. Rick Reese (telephone 449-2031) or Reese's designee shall administer this Agreement for City.

10. General Provisions. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between Exhibit D and any other term(s) or condition(s) of this Agreement, the other term(s) or condition(s) shall control over the general provision(s).

11. No City Liability for Property Damage. As set forth in Exhibits A and C, IUI shall supply all personnel necessary to protect IUI's property. In no event shall City be liable for any damage to or loss of IUI's property, whether damage occurs during rink operation or otherwise.

12. Notices. All notices and orders that may be given under this Agreement may be served by first class mail or in person to City at Department of Parks and Community Services, 1231 I Street, Suite 400, Sacramento, California, 95814, and to IUI at 1411 Lochbrae Road, Sacramento, California, 95815, or such address as either may provide to the other in writing. Service shall be deemed complete upon deposit in the mail or upon delivery.

13. Attorney's Fees. In the event either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Agreement by him to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to other relief as may be granted in such litigation and his court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal.

14. Entire Agreement; Amendment in Writing. This Agreement contains the entire Agreement between the parties. Any agreements or representations not contained herein are null and void. This Agreement may be amended only by a writing signed by both parties.

15. Time of Essence. Time is expressly declared to be in the essence of this Agreement.

CITY:

City of Sacramento, a municipal corporation

By:

Walter J. Slipe, City Manager

ICE UNLIMITED, INC.

By:

WILLIAM KERTH, SR.
Chief Executive Officer

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney Date

EXHIBIT A

SERVICES

IUI shall supply all equipment and staffing necessary to operate a portable ice skating rink at St. Rose of Lima Park, according to the following schedule and program requirements. IUI shall supply all management, staff and security necessary to operate a first-class, safe operation. Installation of rink, equipment and bleachers shall conform to all requirements imposed as a result of Fire Department and Building Inspections Division review.

Rink shall be in operation daily from 10:00 a.m. to 9:00 p.m. beginning November 29, 1990, through January 5, 1991. (Closed Christmas Day.)

Minimum staffing levels:

<u>Number of Skaters</u>	<u>Number of Staff</u>
up to 25	2
26 or more	3

IUI shall provide a minimum of five (5) amateur figure skating exhibitions in conjunction with the Capital City Figure Skating Club at no additional cost. Exhibitions shall be scheduled as follows:

Thursday, November 29	6 - 7 P.M.
Saturday, December 1	2 - 3 P.M.
Wednesday, December 5	Noon - 1 P.M.
Saturday, December 8	2 - 3 P.M.
Saturday, December 15	2 - 3 P.M.

Schedule modifications shall be in writing and approved by City's representative designated in Section 9 to administer this contract.

IUI shall provide an adequate supply of ice skates for rental. Rental shall be \$1.00 each. Rental proceeds to be divided between IUI and City. IUI shall keep accurate records of rental receipts.

IUI shall maintain the ice surface and rink.

IUI shall provide free ice skating lessons daily, as follows:

Monday through Friday	11 A.M., 7 P.M.
Saturday and Sunday	11 A.M., 1 P.M., 4 P.M., 5 P.M.

IUI shall clean the rink and nearby areas on a continuous basis during operating hours.

Exhibit A Cont'd:

In the event that any incident occurs during rink operation which results in injury to any person, IUI shall complete an Accident Report on a form provided by City and submit the form to City's representative within twenty-four (24) hours.

IUI shall provide a staff member on-site from 9:00 p.m. until 9:00 a.m. November 29, 1990, through January 5, 1991, to protect IUI's property and to prevent unauthorized entry into the rink area. During the week before opening and the three days after closing, the staff member shall be present from 6:00 p.m. until 9:00 a.m.

All equipment shall be removed from the site by January 12, 1991.

EXHIBIT B

PAYMENT TERMS

Total compensation to IUI is \$113,300, payable as follows:

\$56,650 upon complete execution of Agreement.

\$28,325 on November 29, 1990, or upon initial ice skating rink operations, whichever occurs later.

\$28,325 on January 15, 1990, or upon complete accounting of skate rental receipts, whichever occurs later.

For every day the rink does not operate, there shall be deducted from the amount payable to IUI the sum of \$3,062; provided, however, that no deduction shall be made when the closure arises from conditions beyond IUI's control, such as heavy rains. A deduction shall be made for closure caused by operational difficulties, such as equipment failure.

City shall deduct from the final payment City's actual cost to obtain liability insurance coverage for the ice skating rink program, but in no event shall more than \$4,000 be deducted.

EXHIBIT C

FACILITIES AND EQUIPMENT

City shall provide:

Site preparation, including grading and capping of irrigation lines.

Three hundred amp, three-phase electrical hook-up and electricity.

Sewer access for ice and water.

Potable water.

Portable toilets.

Regular garbage pick-up.

Radio contact between IUI and Downtown Plaza Merchant Association security personnel.

Bleachers.

IUI shall provide:

Refrigeration system.

Skating surface: sixty (60) feet by eighty (80) feet.

Adequate supply of skates for rental.

Sound system and music

Lighting

Railing

Staff member present at St. Rose of Lima Park during non-operating hours to protect IUI's property and to prevent unauthorized entry into the rink area.

EXHIBIT D

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, IUI shall be an independent contractor and shall not be an employee of the City. City shall have the right to control IUI only insofar as the results of IUI's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which IUI accomplishes services rendered pursuant to this Agreement.

2. Licenses, Permits, Taxes, Etc. IUI represents and warrants to City that it has all licenses, permits, City Business Operations Tax Certificate, qualifications and approvals of whatsoever nature which are legally required for IUI to perform pursuant to this Agreement. IUI represents and warrants to City that IUI shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for IUI to perform pursuant to this Agreement.

3. Time. IUI shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of IUI's obligations under this Agreement.

4. IUI Not Agent. Except as City may specify in writing, IUI shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. IUI shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6. Personnel. IUI shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by IUI to perform services pursuant to this Agreement, IUI shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

7. Equal Employment Opportunity. During the performance of this Agreement, IUI agrees as follows:

- A. Compliance With Regulations: IUI shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations."

Exhibit D Cont'd:

- B. Nondiscrimination: IUI, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in any aspect of its operation.

**AGREEMENT BETWEEN
CITY OF SACRAMENTO AND
DOWNTOWN PLAZA MERCHANTS ASSOCIATION**

This Agreement is made as of _____, 1990, between **DOWNTOWN PLAZA MERCHANTS ASSOCIATION ("DP")** and **CITY OF SACRAMENTO ("City")**.

WHEREAS, City, DP and the Sacramento Regional Transit District are co-sponsoring operation of a Winter Holiday ice skating rink at St. Rose of Lima Park from November 29, 1990, through January 5, 1991; and

WHEREAS, City is administering operation of the rink.

NOW, THEREFORE, IT IS AGREED:

1. DP shall pay City \$57,000 toward the cost of the ice skating rink operation as follows:

\$57,000 upon execution of this Agreement (to be paid directly to Ice Unlimited, Inc., on City's behalf)

2. City shall use the \$57,000 exclusively to defray expenses of the ice skating rink operation.

3. City shall maintain adequate books and records of its expenditures in connection with this project, which shall be available for DP review upon request.

4. DP shall provide space for storage of equipment used for the rink operation from November 15, 1990, through January 15, 1991.

5. DP shall provide the ice skating rink operator with a radio or cellular phone which can be used to contact DP security personnel and shall instruct DP security personnel to assist the operator as required.

6. City shall remit to DP 50% of the skate rental proceeds that City receives pursuant to City's contract with the ice skating rink operator.

7. In the event that the total of City's payments to Ice Unlimited and City's other out-of-pocket expenditures (e.g., grading, installation of electrical pedestal, insurance premiums) in connection with this project total less than \$114,000, City shall remit 50% of the difference to DP.

DOWNTOWN PLAZA MERCHANTS
ASSOCIATION

By:

KATIE SULLIVAN, President

CITY OF SACRAMENTO

By:

WALTER J. SLIPE, City Manager

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

**AGREEMENT BETWEEN
CITY OF SACRAMENTO AND
SACRAMENTO REGIONAL TRANSIT DISTRICT**

This Agreement is made as of _____, 1990, between SACRAMENTO REGIONAL TRANSIT DISTRICT ("RT") and CITY OF SACRAMENTO ("City").

WHEREAS, City, Downtown Plaza Merchants Association and RT are co-sponsoring operation of a Winter Holiday ice skating rink at St. Rose of Lima Park from November 29, 1990, through January 5, 1991; and

WHEREAS, City is administering operation of the rink.

NOW, THEREFORE, IT IS AGREED:

1. RT shall pay City \$11,250 toward the cost of the ice skating rink operation on or before November 29, 1990.
2. City shall use the \$11,250 exclusively to defray expenses of the ice skating rink operation.
3. City shall maintain adequate books and records of its expenditures in connection with this project, which shall be available for RT review upon request.
4. City shall include RT as one of the ice skating rink sponsors in all advertising and signage which promotes the ice skating rink operation. RT shall promote the ice skating rink operation with advertising in its buses and light rail vehicles and in its displays on the K Street Mall.

5. RT shall distribute 3,000 complimentary tickets to merchants primarily within Downtown Plaza in an effort to promote use of transit by ice skating rink patrons.

6. RT shall authorize and instruct Johnson/Smith and Hobbs, Inc., its marketing consultant, to contribute to City an additional \$11,250 of RT funds (for a total of \$22,500) toward the cost of the ice skating rink operation.

7. City agrees to purchase sufficient liability insurance coverage for the ice skating rink operation.

8. City and RT acknowledge that this agreement is subject to a financial assistance contract between RT and UMTA and both parties agree to comply with all terms and conditions respectively required of them. The UMTA terms and conditions applicable to this agreement are set forth in Attachment 1 and are incorporated herein by reference as if set forth in full.

SACRAMENTO REGIONAL
TRANSIT DISTRICT

By: _____
Thomas G. Matoff, RT General Manager
CITY OF SACRAMENTO

By: _____
Walter J. Slipe, City Manager

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

**AGREEMENT BETWEEN
CITY OF SACRAMENTO AND
JOHNSON/SMITH & HOBBS, INC.**

This Agreement is made as of _____, 1990, between JOHNSON/SMITH & HOBBS, INC. ("JSH") and CITY OF SACRAMENTO ("City").

WHEREAS, City, Downtown Plaza Merchants Association and the Sacramento Regional Transit District ("RT") are co-sponsoring operation of a Winter Holiday ice skating rink at St. Rose of Lima Park from November 29, 1990, through January 5, 1991; and

WHEREAS, City is administering operation of the rink.

NOW, THEREFORE, IT IS AGREED:

1. JSH shall pay City \$11,250 on behalf of RT toward the cost of the ice skating rink operation as follows:

\$11,250 on or before November 29, 1990.

2. City shall use the \$11,250 exclusively to defray expenses of the ice skating rink operation.

3. City shall maintain adequate books and records of its expenditures in connection with this project, which shall be available for JSH review upon request.

4. City shall remit to JSH (on behalf of RT) 20% of the skate rental proceeds that City receives pursuant to City's contract with the ice skating rink operator.

5. In the event that the total of City's payments to Ice Unlimited, Inc., and City's

out-of-pocket expenditures (e.g., grading, installation of electrical pedestal, insurance premiums) in connection with this project total less than \$114,000, City shall remit 20% of the difference to JSH on behalf of RT.

JOHNSON/SMITH & HOBBS, INC.

By: _____

Its: _____

CITY OF SACRAMENTO

By: _____
Walter J. Slipe, City Manager

ATTEST:

City Clerk

Approved as to form:

Deputy City Attorney