



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



4

December 5, 1989

Budget and Finance Committee
of the City Council
Sacramento, CA

Honorable Members in Session:

SUBJECT: Maintenance Agreement for the K Street Mall

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the Redevelopment Agency of the City of Sacramento.

RECOMMENDATION

The staff recommends approval of the attached resolution approving the agreement.

Respectfully submitted,

ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COMMITTEE:

JACK R. CRIST
Deputy City Manager

Attachment



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



December 12, 1989

Redevelopment Agency of the
City of Sacramento
Sacramento, CA

Honorable Members in Session:

SUBJECT: Maintenance Agreement for the K Street Mall

SUMMARY

The attached resolution authorizes the Executive Director to execute an agreement between the Redevelopment Agency of the City of Sacramento and the City of Sacramento for the maintenance of the K Street Mall from 3rd to 7th Streets.

BACKGROUND

Development agreements still in effect from more than 20 years ago specify that the Redevelopment Agency of the City of Sacramento is responsible for maintenance of the K Street Mall from 3rd to 7th Street. To accomplish these maintenance requirements, the Agency entered into an agreement with the City of Sacramento on December 17, 1968 whereby the City agreed to regularly perform "certain 'light' maintenance and gardening services ... for the convenience of, and at the request of the Agency".

The City has continued to maintain the Mall as a convenience to the Agency, requiring the Agency to fund only certain capital improvements and augmentations to the levels of maintenance.

However, the 1968 Agreement conflicts with the City Park Division's current policy to charge other funding sources and outside agencies for services and goods provided in the maintenance of their properties.

Therefore, the City wants to terminate the 1968 Agreement and enter into a new agreement that would provide for full reimbursement of funds necessary to continue the maintenance services that the City provides for the Agency.

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Redevelopment Agency of the
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The Agency, having considered proposals by both the City and private maintenance companies, has concluded that a contract with the City would be preferred.

The Agency and the City have negotiated a new agreement, specifying the level of maintenance to be provided by the City, and specifying the Agency's reimbursement of all actual expenses related to the maintenance of the mall. The reimbursement will be retroactive to the date when the City considered the 1968 Agreement terminated for budgeting purposes, (FY 1988-89).

The City and the Agency also agreed to monitor the costs annually to obtain an accurate assessment of the costs for the services provided. A portion of the fee for services (\$10,000) will be deposited annually into the Parks Division operating budget to offset the cost of materials and equipment necessary to maintain and repair the Mall.

Future plans to enclose and expand the Downtown Plaza Mall could result in private ownership, operation, and maintenance of this portion of the Mall by a private development company, thus eliminating the Agency's need to contract with the City for maintenance services.

FINANCIAL DATA

The proposed agreement between the City and the Redevelopment Agency of the City of Sacramento provides that the Agency reimburse the City in the amount of \$60,000 for maintenance performed in the last half of calendar year 1988, \$122,288 for calendar year 1989, and \$130,000 for calendar year 1990. It is understood by both parties that the fee would be adjusted annually to reflect any changes in the cost of providing this service.

It is recommended that \$182,288 from the Downtown Tax Increment fund balance be encumbered to cover this agreement.

ENVIRONMENTAL REVIEW

CEQA: The activities authorized in this agreement are exempt from CEQA requirements per Section 15301 Class 1(c) and (h).

NEPA: Not applicable - no federal funding involved.

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POLICY CONSIDERATION

The action recommended in this staff report is consistent with Agency policy.

MBE/WBE EFFORTS

The City makes every effort to support their MBE/WBE goals which are comparable to the Agency's goals.

VOTE AND RECOMMENDATION OF THE COMMISSION

At its meeting of December 4, 1989 the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolution. The votes were as follows:

AYES:

NOES:

ABSENT:

RECOMMENDATION

Staff recommends adoption of the attached resolution authorizing the Executive Director to execute an agreement between the Redevelopment Agency of the City of Sacramento and the City of Sacramento for the maintenance of the K Street Mall from 3rd to 7th Streets, and to amend the 1989 Agency budget.

Respectfully submitted,



ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COUNCIL

WALTER J. SLIPE
City Manager

Contact Person: Marie Novinsky
440-1310

24401

RESOLUTION NO.

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____

MAINTENANCE AGREEMENT FOR THE K STREET MALL

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1: The Executive Director is authorized to execute the agreement attached hereto between the Redevelopment Agency of the City of Sacramento and the City of Sacramento for the maintenance of the K Street Mall from 3rd to 7th Streets.

Section 2: \$182,288 in tax increment funds shall be allocated from the Merged Downtown Sacramento Redevelopment Project for the 1988 and 1989 costs associated with this agreement.

Section 3: The work under the maintenance agreement for the K Street Mall is exempt from California Environmental Quality Act, Section 15301 Class 1(c) and Ch).

CHAIR

ATTEST:

SECRETARY

1100WPP2(2448)

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

AGREEMENT FOR MAINTENANCE AND
LANDSCAPE SERVICES

This Agreement is dated as of _____, 1989, between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter "Agency") and the CITY OF SACRAMENTO, a municipal corporation (hereinafter "City").

WHEREAS,

A. Agency has requested that City undertake certain maintenance and landscape services on the pedestrian K Street Mall Area, as shown on Exhibit "A" attached hereto. City has indicated its willingness to provide such services on the terms and conditions contained herein.

B. There is, as of the execution date of this agreement, a dispute involving Agency and City concerning ownership and responsibility for certain portions of the pedestrian K Street Mall. Notwithstanding said dispute, the parties hereto desire to enter into this agreement for the provision of services. It is expressly understood by the parties hereto that execution of this agreement, or performance hereunder, shall not be used by either party, or anyone else, as evidence affecting the outcome of the existing dispute.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed by Agency and City as follows:

1. City agrees to perform the following services in connection with maintenance of the K Street Mall Area:

- A. Remove and clean off the mall ground surface all debris, (paper, plastic, cans, bottles, tobacco products, leaves, branches, sand, gum, slippery or spilled substances and etc.) from the mall.

This work shall be performed by assigned maintenance crews.

- B. Remove stains, mildew, fungus and other semi-permanent unpleasant/unsightly conditions on and around the mall area.

This work shall be performed every fourteen (14) days unless more frequently required to maintain a first-class environment.

The work shall consist of steam cleaning/high pressure wash of all required areas, including the mall surfaces and all garbage receptacles.

- C. Maintenance of landscape including all plants, trees, shrubs and lawn areas.

Once each week, all grass shall be cut and all clippings removed from the mall. All shrubs and trees shall be clipped and trimmed as

needed to maintain a good appearance and shall be inspected for broken or infected areas. Infected areas of such shrubs and trees shall be removed and discarded by City. All dead plants, trees and shrubs shall be removed within two (2) days after discovery and replaced with like-kind plants, trees or shrubs within five (5) days of removal. The (E) irrigation system shall be maintained in a good working order at all times and all replacement parts of such system shall be furnished by the City.

D. Remove all garbage.

Garbage removal from all garbage receptacles shall be performed a minimum of two (2) times daily or more often to prevent spill-over from the garbage receptacles.

E. Pools and fountains.

This work shall be on a continual basis and shall consist of removing all paper and leaves from the pool areas. The fountains shall be maintained and operated during the normal business hours of the mall, provided, the weather permits such operation. The pool shall be drained of all water and properly cleaned once a week. All pool areas shall be properly cleaned as needed by method of steam cleaning/high pressure wash.

F. Repair and patching.

This work consists of inspecting the mall area for broken, cracked or displaced tile or concrete at least once every two (2) days. The removal and replacement of any broken, cracked, or settled tile and concrete discovered shall be accomplished within twenty-four (24) hours; if reasonably possible. Replacement tile shall be obtained from the City stockpile.

G. Inspection

Once every twenty-four hours the mall area shall be inspected for any abnormal conditions such as missing or damaged posts or signs. Upon discovering such missing or damaged posts or signs, they shall immediately be made safe and replaced or repaired within forty-eight (48) hours, if reasonably possible.

2. Agency agrees to accept full responsibility for all other inspection, maintenance and repair work necessary or required in connection with the use of Agency's property by the public, except as specified herein.

3. For the services to be rendered hereunder, Agency shall pay City as follows:

A. SIXTY THOUSAND DOLLARS (\$60,000) upon execution of this agreement, for calendar year 1988.

- B. ONE HUNDRED TWENTY TWO THOUSAND AND TWO HUNDRED EIGHTY EIGHT DOLLARS (\$122,288) for calendar 1989, payable by February 1, of that year.
- C. Payment for subsequent years will be adjusted annually to reflect changes in the cost of providing this service.

4. City shall perform all services under Section 1 of this agreement in a good and courteous manner and shall not interfere with the operation of businesses along the K Street Mall Area.

5. Agency agrees to defend, indemnify and save harmless the City, its officers, employees, and agents, from and against any and all liability, claims, losses, demands, damages, costs, actions or expenses of every type or description to which any or all of them may be subjected, arising out of or resulting from the negligence or willful misconduct of Agency, its officers, employees or agents, in connection with performance of this agreement.

6. City agrees to defend, indemnify and save harmless the Agency, its officers, employees or agents, from and against any and all liability, claims, losses, demands, damages, costs, actions, or expenses of every type or description to which any or all of them may be subjected, arising out of or resulting from the negligence or willful misconduct of City, its officers, employees or agents, in connection with performance of this agreement.

7. This agreement shall continue in force from year to year, unless terminated by either party with or without cause, upon giving of a ninety (90) day written notice to the other party prior to termination of this agreement. Notice shall be given as follows:

To City: City Manager
 915 I Street
 Sacramento, CA 95814

To Agency: Executive Director
 630 I Street
 Sacramento, CA 95814

If this agreement is terminated for any reason, City shall return to Agency within fourteen (14) days after such termination any amounts of the payment under Section 3 which have not been earned by City. For the purposes of this agreement the City shall earn \$2,300.00 each full week during the life of this agreement.

8. It is specifically agreed by the parties hereto that execution of this agreement, or performance hereunder, is not intended to affect, and shall not be used by either party, or anyone else, as evidence to affect the outcome of

any dispute existing between the parties on the date of execution concerning ownership or responsibility for any portion of the pedestrian K Street Mall.

APPROVED AS TO FORM:

Agency Counsel

APPROVED:

Finance Department

Codes:

Cost Code: _____
Organization: _____
Account: _____

Departmental Approval

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

By _____
WILLIAM H. EDGAR
Executive Director

CITY OF SACRAMENTO

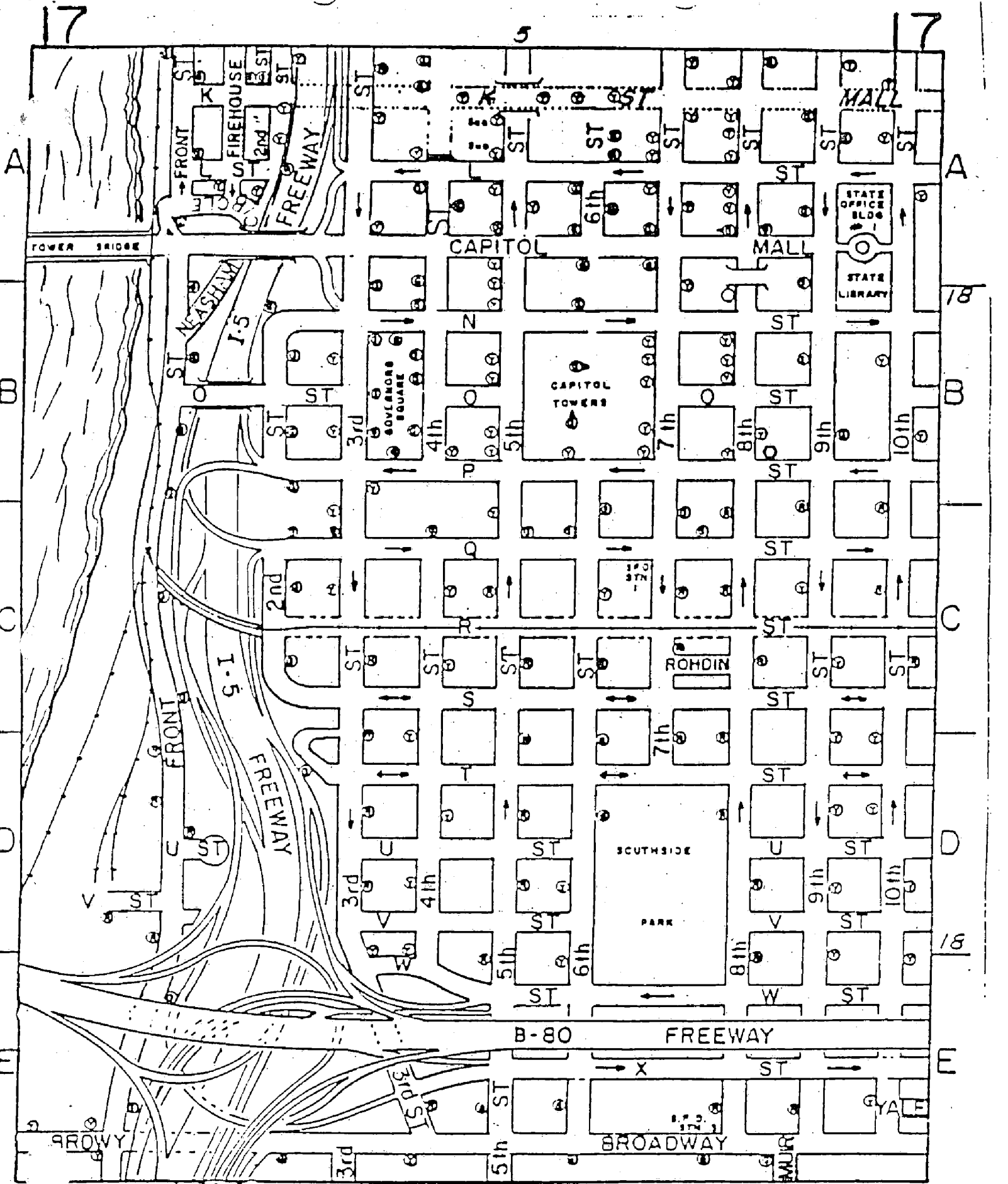
By _____
WALTER J. SLIPE
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney



1-20-84
 6-30-84
 1-8-82
 7-2-85

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