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APPROVED
BY THE CITY COUNCIL

NOV 13 1997

OFFICE OF THE
CITY CLERK



DEPARTMENT OF
PUBLIC WORKS

TECHNICAL SERVICES
DIVISION

CITY OF SACRAMENTO
CALIFORNIA

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SACRAMENTO, CA
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PH 916-264-8300
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October 27, 1997

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: APPROVAL OF ADDENDUM NO. 2 TO THE POCKET ROAD
LANDSCAPING REIMBURSEMENT AGREEMENT FOR A FIVE YEAR
EXTENSION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE
ADDENDUM

LOCATION AND COUNCIL DISTRICT:

Pocket Road adjacent to Riverlake Community, City Council District 7.

RECOMMENDATION:

This report recommends that the City Council:

1. Approve Addendum No. 2 to extend the Pocket Road Landscaping reimbursement agreement for a period not to exceed five (5) years.
2. Authorize the City Manager to execute Addendum No. 2.

CONTACT PERSON: Jim Johnston, Administrative Analyst, 264-7967

FOR COUNCIL MEETING OF: November 13, 1997

SUMMARY:

This report recommends that the City Council approve Addendum No. 2 to the reimbursement agreement for the Pocket Road Landscaping.

BACKGROUND INFORMATION:

In 1987, the City entered into a development agreement with L&P - Pacific/Teichert for the development of the Riverlake Community. A component of the agreement included a reimbursement for maintenance of landscape adjacent to Pocket Road. On July 1, 1997,

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Addendum #1, a five (5) year landscape reimbursement agreement with Riverlake Community Association (RCA), expired. During the last couple of months, staff has been renegotiating a new reimbursement agreement with RCA.

As you are aware, Pocket Road landscaping is maintained at a higher than normal maintenance standard. However, the City's reimbursement rate per square foot has been equal to that which the City would expend to maintain median and streetscape landscaping elsewhere in the city. The cost to maintain the landscaping over and above the reimbursement from the City is borne by RCA.

The annual reimbursement rate for FY 1996/97 was \$.1365 per square foot. The new negotiated rate of \$.115 per square foot reflects a reduction in the maintenance cost rate that the City has experienced in recent years due to competitive bidding.

Major points of the new agreement are as follows:

- The new annual reimbursement rate is \$.115 per square foot. This is an annual savings of \$5,500.
- The reimbursement rate will continue to be annually adjusted based on the Consumer Price Index (CPI).
- The City will continue to reimburse RCA for water usage up to 4.2 cubic feet per square foot of landscape. This is the Utilities Department recommended rate of water usage to sustain landscape and trees.

FINANCIAL CONSIDERATIONS:

The proposed agreement will result in an annual cost savings of \$5,500. The funding source is the Citywide Landscaping and Lighting fund, and is included in the approved budget for FY 97/98, and subsequent annual budgets.

ENVIRONMENTAL CONSIDERATIONS:

Under CEQA guidelines, approval of this landscape maintenance agreement does not constitute a project and is therefore exempt from review.

POLICY CONSIDERATIONS:

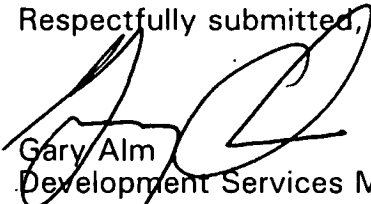
Proposed fund appropriations and negotiation are in accordance with City policy.

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MBE/WBE:

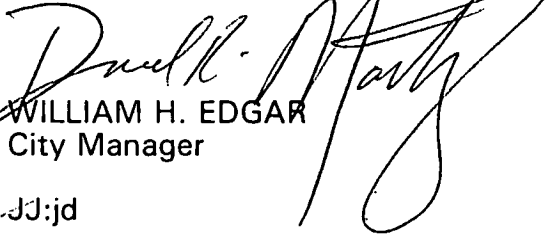
Not applicable as this is a reimbursement to the Riverlake Community Association, thus no goods or services are being purchased.

Respectfully submitted,



Gary Alm
Development Services Manager

RECOMMENDATION APPROVED:



WILLIAM H. EDGAR
City Manager

Approved:



Michael Kashiwagi
Director of Public Works

for: JJ:jd

Original
being routed
will end with checks etc.

COPY
of
Original

ADDENDUM NO. 2 TO REIMBURSEMENT AGREEMENT FOR POCKET ROAD LANDSCAPING

This Addendum is executed this 24th day of September, 1997, by and between the CITY OF SACRAMENTO, a municipal corporation ("City"), L&P - PACIFIC/TIECHERT, a California General Partnership ("developer" "RIVERLAKE COMMUNITY ASSOCIATION, a California nonprofit ("Association"), who agree as follows:

- A. On January 22, 1992, into a reimbursement agreement (City Agreement #92-009) along Pocket Road and reimbursement (SF) of
- B. Under the terms of the landscaping is to
- C. The purpose of this Addendum is to amend, bills, rate, which shall be effective July 1, 1997, and the schedule for reimbursement remain unchanged.

ROUTING - REQUEST

Please READ HANDLE APPROVE FORWARD RETURN KEEP OR DISCARD REVIEW WITH ME

Date: 10/28/97

From: San Damiana X7912

To: Clerk's Office
This is a copy of Addendum #2 Original is being routed @ your office

Post-it routing request pad 764

1. New Base Reimbursement Rate - The new base reimbursement rate for landscape maintenance City Agmt. #92-009, shall be \$.115 per SF per year, effective as of July 1, 1997. The rate will be adjusted annually and will be renegotiated every five (5) years, July 1, 2002, in accordance with the method set forth in paragraph 4 of City Agreement. #92-009.
2. Landscaping Subject to Reimbursement - The landscaping area, to which the above reimbursement rate shall apply, will consist of the 248,600 SF of landscaping, as identified in City Agmt. #92-009, and shown on Exhibit B, and an additional 11,610 SF of landscaping located within the entrance medians on West Shore Drive and East Shore Drive adjacent to Pocket Road as identified on Exhibit A to this Addendum.
3. Schedule of Reimbursement - For the fiscal year beginning July 1, 1997, reimbursement payments to Association will be made semiannually at not less than six-(6) month interval following City receipt of billing from Association.
4. Water Bills - Association shall pay all water bills associated with the twelve (12) meter water system, which serves the subject landscaping along Pocket Road. Association will be reimbursed for water usage for public landscaping described in paragraph 3

above for the first 4.2 cubic feet CF of water per SF of landscaping per year or actual usage, as determined by City, whichever is less. City will reimburse Association the minimum water charge for months when no water is used. City will be responsible for all water mains, including pressure relief valves. Repairs and/or replacement due to Association/contractor misuse, neglect, or damage will be paid for by Association. Said reimbursement for water usage will be made twice per year and will be in addition to the reimbursement described in paragraph 3 above.

5. Removal/Replacement of Trees – Association shall be responsible for and pay its proportionate share of cost associated with removal or replacement of trees located within the City’s right of way where the Association, its agents, contractors, or employees have caused or contributed to the damage, disease, or destruction of the trees to be removed or replaced, including, but not limited to, mowing practices, pruning practices, or application of organic or chemical compounds in the form of herbicides, insecticides, or fertilizers. Association’s proportionate share of cost of such tree removal or replacement shall be limited to the proportionate share of the cause of the damage, disease, or destruction resulting from the actions of the Association, its agents, contractors, or employees. City shall be responsible and pay all costs associated with removal or replacement of trees located within the City’s right of way, per City standard specifications, due to other causes, including, but not limited to, vehicular accidents and diseases not caused by or contributed to by Association, its agent, contractors, or employees.
6. Landscaping Not Subject to City Agreement. #92-009 – By executing this Addendum, the Developer and Association hereby fully waive any right to claim reimbursement for any and all cost incurred by Developer and/or Association for maintenance as referenced in paragraph 3 and 7 of City Agreement. #92-009.
7. Licenses; Permits; etc. – Association shall, at all times, possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to maintain landscape in agreement and require same with regard to contractor(s).
8. Insurance – The Association, agrees that Association, and/or its contractor(s), shall maintain the following insurance at all times.
 - a. Comprehensive Auto and General Liability – During the term of the Agreement, Association, and/or its contractor(s), shall maintain, in full force and effect, a comprehensive auto and general liability insurance in an amount of, no less than, \$1,000,000 single limit, per occurrence, issued by an admitted insurer(s) as defined by the California Insurance Code.

The City of Sacramento, its officers, employees, and agents shall be named as additional insureds under the policy.

- b. Worker’s Compensation – During the term of this agreement, Association, and/or its contractor(s), shall fully comply with the terms of the law of California

concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining, in full force and effect, one or more policies of insurance, insuring against any liability Association and/or its contractor may have for workman's compensation.

- c. Certificate of Insurance – Association agrees to provide City with a copy of insurance policies upon renewal of the provisions required above for Association, and/or contractor(s). Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this Agreement without 30 days written notice to City prior to the effective date of such cancellation or change in coverage.
9. Hold Harmless Agreement – Association hereby agrees to, and shall fully indemnify, hold harmless, and defend City, its elective and appointive boards, commissions, officers, agents, and employees from all claims, demands, or liability for any injury to persons or property occurring by reason of anything done or omitted to be done in performing the work under this Agreement, whether such actions or omissions be by Association or by any of Association's contractor(s), or by any persons or person directly or indirectly employed by, or acting as an agent for, Association or any of Association's contractor(s). The Association agrees to, and shall defend City and its elective and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity arising by reason of any of the aforesaid actions or omissions provided as follows:
- a. That City does not, and shall not, waive any rights against Association, which it may have, by reason of the aforesaid hold harmless Agreement because of the acceptance by City or the deposit with City by Association or any of the insurance policies described in this agreement.
 - b. That the aforementioned hold harmless agreement shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid actions or omissions, regardless of whether City has prepared, supplied, or approved the plans and/or specifications for the work under the Agreement, or regardless of whether any insurance policies shall have been determined to be applicable to any such damages or claims for damages. The Association's obligation to indemnify City shall be effective even if City is guilty of negligence or misconduct that contributes to the damages claimed. This indemnity will not extend to claims, demands, liability, or expense arising out of the sole negligence or willful misconduct of City.

Except as this Addendum may expressly modify City Agmt. #92-009, the said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto on this date first set forth above.

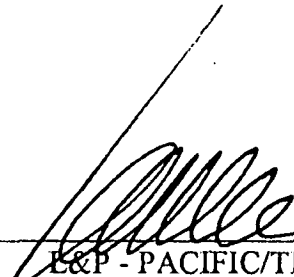
CITY OF SACRAMENTO, a municipal Corporation

By: _____
WILLIAM H. EDGAR, City Manager

ATTEST:

CITY CLERK

By:



E&P - PACIFIC/TIECHERT

APPROVED AS TO FORM:

CITY ATTORNEY

By:



RIVERLAKE COMMUNITY ASSOCIATION