



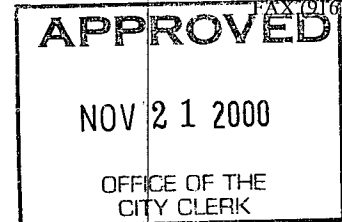
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NEIGHBORHOOD SERVICES  
DEPARTMENT

CITY OF SACRAMENTO  
CALIFORNIA

2450 MEADOWVIEW ROAD  
SACRAMENTO, CA  
95832

AREA 2 NEIGHBORHOOD OFFICE



November 6, 2000

City Council  
Sacramento, California

Honorable Members in Session:

**SUBJECT:** Request to accept the Good Neighbor Agreement between the Community Resource Project, Upper Land Park Neighborhood Association, Broadway Business Association and Land Park Community Association

**LOCATION:** 915 Broadway, Sacramento, California

**COUNCIL DISTRICT:** Council District 4

**RECOMMENDATION:** Adopt resolution

**CONTACT PERSON:** Kelly Montgomery, Area 2 Director, 264-8224  
Patricia Mendoza, Planning Liaison, 433-4056

**FOR COUNCIL MEETING OF:** November 21, 2000

**SUMMARY:**

Staff recommends the adoption of a Resolution to recognize the Good Neighbor Agreement between the Community Service Project, a non-profit community service agency, and several community groups adjacent to the project.

**COMMITTEE/COMMISSION ACTION:**

There was no action required for this report.

**BACKGROUND INFORMATION:**

On April 25, 2000, the Sacramento City Council held the public hearing on the issuance of tax-exempt obligations by the California Statewide Communities Development Authority, a joint powers authority, for the Community Resource Project (CRP). This was done in accordance to the 1982 Tax and Equity Fiscal Responsibility Act (TEFRA).

At the hearing, CRP informed the City Council that it was developing a Good Neighbor Agreement with several concerned community groups. Spokespersons for those groups and for CRP agreed to return to Council as soon as that Agreement was final and to request that the City Council recognize it by way of resolution. A consensus was reached between the parties and the final signed agreement is attached for your information and recognition.

The purpose of the Good Neighbor Agreement is to clarify the role and responsibility of the CRP as a neighbor on the Broadway business corridor. The Agreement also outlines the process for resolving conflicts that may arise as a result of CRP's services. Moreover, the Agreement serves to allay potential fears that may arise from the operation of the one-stop multi-service center that the CRP will operate at 915 Broadway. The Agreement provides assurances to the adjoining neighborhoods of the CRP's good faith and word in carrying out its mission.

The four parties signing the Agreement include the Broadway Business Association, the Upper Land Park Neighborhood Association, the Land Park Community Association, and the Community Resource Project. These groups form the Good Neighbor Committee, which will ensure that the Agreement is followed. The Land Park Community Association also submitted a letter that outlines its major concern regarding the services provided by CRP to the greater Sacramento community. A representative from the Southside Park Neighborhood Association did not sign the Agreement for reasons unknown. However, CRP has stated that it will continue to make the Agreement available for signature in the future.

Also attached is a copy of a letter from the Neighborhood Services Department to the Sacramento Mediation Center confirming the mediation arrangement should a need arise. The letter restates the Center's agreement to provide those services free of charge to any of the involved parties.

**FINANCIAL CONSIDERATION:**

The request will have no fiscal impact or financial consideration required of the City.

**ENVIRONMENTAL CONSIDERATION:**

There are no environmental concerns related to this report. The requested approval is not considered a "project" as defined by Section 15378 of the California Environmental Quality Act ("CEQA").

**POLICY CONSIDERATIONS:**

The Good Neighbor Agreement supports the City's policies to strengthen and revitalize neighborhoods. The Agreement, which was entered into without regulatory involvement by the City of Sacramento, also reflects the positive relationship being forged between the business and residential communities.

**ESBD CONSIDERATIONS:**

Not applicable as no goods or services are being purchased at this time.

Respectfully Submitted,



Kelly J. Montgomery  
Area 2 Director

**RECOMMENDATION APPROVED:**



ROBERT P. THOMAS  
City Manager

- Attachments – 1: Resolution  
2: Good Neighbor Agreement  
3: Letter from Land Park Community Association  
4: Letter from Neighborhood Services to Sacramento Mediation Center

**APPROVED**  
NOV 21 2000  
OFFICE OF THE  
CITY CLERK

**RESOLUTION NO. 2000-665**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACRAMENTO  
RECOGNIZING THE GOOD NEIGHBOR AGREEMENT BETWEEN THE  
COMMUNITY RESOURCE PROJECT AND THE UPPER LAND PARK  
NEIGHBORHOOD ASSOCIATION, THE BROADWAY BUSINESS ASSOCIATION,  
AND THE LAND PARK COMMUNITY ASSOCIATION.**

WHEREAS, the Community Resource Project has entered into a Good Neighbor Agreement with its neighbors, the Upper Land Park Neighborhood Association, the Broadway Business Association, and the Land Park Community Association, otherwise known as the Good Neighbor Committee;

WHEREAS, the Good Neighbor Committee agrees to abide by the conditions and terms set forth in the Good Neighbor Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sacramento, that the Good Neighbor Agreement is hereby recognized and accepted.

RESOLVED FURTHER, the City Clerk shall certify the adoption of this resolution, and this resolution shall take effect immediately upon its passage.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

## **COMMUNITY RESOURCE PROJECT, INC. GOOD NEIGHBOR AGREEMENT**

### **PREAMBLE**

This Good Neighbor Agreement has been developed between Community Resource Project, Inc., Upper Land Park Neighborhood Association, Land Park Community Association and the Broadway Business Association.

The purpose of the Good Neighbor Agreement is to enhance and maintain the quality of life within our community. Being a good neighbor is a dynamic relationship. Good neighbors work cooperatively with each other to create an environment that is respectful, safe, harmonious and attractive. Good neighbors are involved with each other.

### **ARTICLES**

It is the intent of the Community Resource Project, Inc. (hereinafter referred to as "CRP") and its tenants to be good neighbors and be responsive to complaints and concerns of the community. It is also the intent of CRP to establish ongoing relationships with the surrounding neighborhoods, businesses and active members of the neighborhood by having continuous contacts with these groups. Agreements relating to programs, services and usage of facilities apply to CRP as well as all tenants and occupants of the facility at 915 Broadway.

Through its mission, CRP, a community-based organization, seeks to improve life and educational opportunities for people in need through housing, health and education. The new Community Resource Center at 915 Broadway will include the following programs, services or programs:

1. Home Energy Assistance Program (HEAP)
2. Weatherization and energy conservation education
3. Affordable housing
4. Home ownership
5. Lead reduction
6. Home rehabilitation
7. Women, Infants and Children (nutritional services) and free immunization referral services
8. "Healthy Families" (medical coverage) enrollment
9. Child care, including for Head Start children
10. Job training
11. Career center
12. Microenterprise Development
13. Summer Youth Program
14. Translations
15. Administration

### **1. Hours of Operation:**

Normal working hours are 8:00 a.m. through 9:00p.m., Monday through Friday. Occasionally, work and/or incidental activities are scheduled during evening hours and on weekends. All services will be consistent with the conditions and provisions of this agreement.

### **2. Community Liaison:**

The following community liaisons will be available to the community if questions or problems arise:

- a. Executive Director of CRP 916-567-5220
- b. Alternate, to be named, in the absence of the Executive Director 916-567-5220

### **3. Fostering Good Neighbor Relations:**

A Good Neighbor Committee (hereinafter referred to as the "Committee") will be formed with one member each from the neighborhood and business associations listed in this agreement, CRP and one member who is a tenant at the building to be identified by CRP. The Committee is intended to foster positive interaction and communication among all parties and a positive environment for the surrounding neighborhoods, CRP employees and its clients. The Committee shall discuss and attempt to resolve issues that impact the surrounding neighborhood as a result of the services being provided at the CRP facility, discuss neighborhood partnering opportunities, and compliance with this agreement. The Committee shall meet at least annually or upon the request of any member.

### **4. Maintenance of Facilities:**

Community Resource Project, Inc. agrees to maintain the property, to keep the premises free of litter and graffiti and remove in a timely manner consistent with City ordinances.

### **5. Site Plan and Future Modifications/Improvements:**

Phase 1 (interior improvements) and Phase 2 (building expansion) and Phase 3 are all part of a master plan for this location. CRP shall do an early notification and discussion with the surrounding associations prior to going to the Design Review and Preservation Board for hearing. Any site modifications shall be consistent with applicable City design guidelines. Individual associations agree to actively support CRP through the City's design review process if those associations agree to the proposed plans for modifications, improvements or design. There is no obligation if the agreed upon plans are changed. (The preliminary design plan is attached to this Agreement).

## **6. Usage of Facilities:**

CRP and tenants of the facility must adhere to this good neighbor agreement and the uses identified within the document. Any changes to operational uses at the facility must be consistent with this agreement.

CRP and its tenants at 915 Broadway will:

- Not use this facility for a methadone-dispensing program, alcohol or drug treatment programs, such as dispensing and detoxification.
- Not establish a program designed or targeted for violent offenders, (i.e. people convicted of a violent crime).
- Not operate a program that would require food lines.
- Provide adequate space for a waiting area inside the facility. There shall be no loitering or waiting for services outside the building. No loitering in or around the premises will be allowed.
- Maintain adequate security and security lighting.
- Identify and provide an emergency contact (i.e., security company) and phone number in order to provide 24-hour response to problems.
- Take necessary action to insure compliance with all applicable laws and ordinances.

## **7. Adherence to the Good Neighbor Agreement and Compliance with City Ordinances and Codes:**

The Committee shall provide an annual update to the City Council. The update shall include programs and usage of this facility and the extent to which there is compliance with this agreement by CRP and its tenants.

CRP agrees to notify and consult with representatives of the entities listed below before changing or applying for funding that would change the usage of the facility in any way that could impact the surrounding community. CRP agrees to adhere to this agreement and abide by all applicable codes, ordinances and laws.

All parties agree to resolve in a reasonable fashion problems that may arise from disagreements. Any party to this Agreement that has a problem or a concern about a possible violation of this Agreement must seek resolution in the process outlined below.


Steps a through c should be completed within sixty days of receipt of written notification.

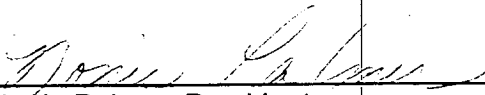
- a. Contact the CRP Executive Director in writing to correct the allegation.
- b. Address the Committee, if expressed concerns are not adequately resolved by the CRP Executive Director.
- c. Address the CRP Board of Directors in writing, if the problem is not resolved by the Committee.

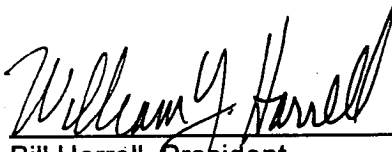
- d. Participate in a mediation process to resolve the problem or violation. The participants shall include one neighborhood association representative, one business association representative and one representative from CRP. A mediator will be selected from the Sacramento Mediation Center (2131 Capital Avenue, Suite 205, Sacramento, California, 95816) that is agreed upon by both CRP and Committee members. It is agreed that fees will be waived by the Sacramento Mediation Center or other entities.

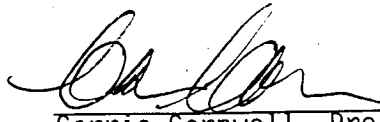
All parties agree that mediation is the preferred process.

CRP and its tenants shall adhere to the Good Neighbor Agreement and applicable City codes, ordinances and policies. CRP is responsible for taking any corrective actions to ensure compliance with this Agreement.

  
\_\_\_\_\_  
Louise A. Perez, Executive Director  
Community Resource Project, Inc.

  
\_\_\_\_\_  
Nonie Palmer, President  
Upper Land Park Neighborhood Association

  
\_\_\_\_\_  
Bill Harrell, President  
Broadway Business Association

  
\_\_\_\_\_  
Carrie Cornwell, President  
Land Park Community Association





LAND PARK COMMUNITY ASSOCIATION

November 2, 2000

Ms. Louise Perez, Executive Director  
Community Resource Project, Inc.  
250 Harris Avenue, Suite 6  
Sacramento, California 95838

Dear Louise:

This letter clarifies our participation in the Good Neighborhood Agreement for the proposed development site at 915 Broadway, between 9<sup>th</sup>/10<sup>th</sup> Streets, and across from the Old City Cemetery.

When you came before the Land Park Community Association (LPCA) 14 months ago and asked for support for this project, LPCA indicated that design issues were a concern and also the high concentration of social service programs in this area. The West End of Broadway, South Side Park and neighborhoods south of Broadway are fragile and cannot absorb new concentrations of social service programs. At the LPCA Board meeting, you indicated that CRP, Inc. would be consolidating services that were already located in the general area and that CRP Inc, will not be providing new social service programs, such as programs targeted exclusively for homeless individuals. CRP, Inc and LPCA reached agreement on a site plan and, with the above understanding that no additional social services will be offered at this location, LPCA supported the project.

Again, when negotiating this Good Neighbor Agreement, you and your staff indicated that CRP, Inc. does not plan on allowing new social services at this site, such as programs targeted exclusively for homeless individuals or targeted exclusively for ex-felons.

We expect CRP, Inc. to stand by its commitment and have signed this agreement with this understanding.

Sincerely,

Carrie Cornwell, President  
LAND PARK COMMUNITY ASSOCIATION

Cc: City Council Members  
Southside Park Neighborhood Association  
Upper Land Park Association  
Broadway Business Association



NEIGHBORHOOD  
SERVICES  
DEPARTMENT

CITY OF SACRAMENTO  
CALIFORNIA

2450 MEADOWVIEW ROAD  
SACRAMENTO, CA 95832

AREA 2 OFFICE

November 6, 2000

Kathy Stanbrough  
Sacramento Mediation Center  
2131 Capital Avenue, Suite 205  
Sacramento, CA 95816

RE: Good Neighbor Agreement for Community Resource Center, 915 Broadway

Dear Kathy:

This letter is to confirm the verbal agreement we discussed in May of this year regarding the Good Neighbor Agreement between the Community Resource Project (915 Broadway) and neighborhood groups. You agreed that the Sacramento Mediation Center would mediate any future issues of conflict between the Community Resource Project and the other members of the Good Neighbor Committee without cost. Recently, the Community Resource Project, Upper Land Park Neighborhood Association, Broadway Business Association and Land Park Community Association reached an understanding on language in the Agreement and signed it, thereby becoming the Good Neighbor Committee. A copy of the Agreement is attached.

As you can see in the Agreement, the Good Neighbor Committee has agreed to a process by which to resolve any issues or potential conflict. The Committee would turn toward mediation after going through several other steps in the process. Your offer to assist them with mediation was a critical turning point in the discussions for the Committee representatives. They understand that mediation assists in working together to resolve problems.

The Neighborhood Services Department is presenting this Agreement to the Sacramento City Council on November 21, 2000, for Council's recognition of the Agreement. We anticipate that the item will be on the consent calendar and will not be discussed during the hearing. If you have any comments on the Agreement, please do not hesitate to call me at 433-4056. You may also contact Kelly Montgomery, the Area 2 Neighborhood Services Director, at 264-8224. Thank you for your assistance in this community matter.

Sincerely,

Patricia L. Mendoza  
Planning Liaison – Area 2

CC: Good Neighbor Committee