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**DEPARTMENT OF PARKS
AND COMMUNITY SERVICES**

ROBERT P. THOMAS
DIRECTOR

G. ERLING LINGGI
ASSISTANT DIRECTOR

WALTER S. UEDA
DEPUTY DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

1231 I STREET
SUITE 400
SACRAMENTO, CA
95814-2977

916-449-5200
FAX 916-449-8584

APPROVED
BY THE CITY COUNCIL

NOV 06 1990

OFFICE OF THE
CITY CLERK

DIVISIONS:
GOLF
CROCKER ART MUSEUM
HISTORY AND SCIENCE
METROPOLITAN ARTS
SACRAMENTO ZOO
PARKS AND RECREATION

- NORTH
- SOUTH
- CITY-WIDE

November 6, 1990

City Council
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.

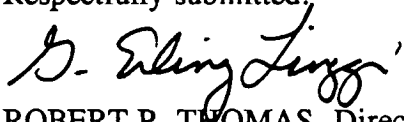
JOINT COMMITTEE ACTION

This report will be heard by the joint Budget and Finance/Transportation and Community Development Committees on November 6, 1990. The report is being presented to the full City Council on the same night in order to fund construction of the ice rink as soon as possible. The ice rink must be completed by November 29, 1990 to coincide with the tree lighting ceremonies on the K Street Mall.

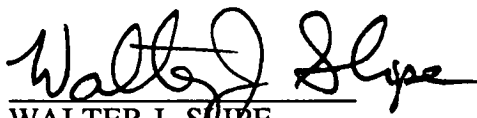
RECOMMENDATION

It is 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,


for ROBERT P. THOMAS, Director
Parks and Community Services

Approved:


WALTER J. SUPE
City Manager

RPT:pmg

November 6, 1990
All Districts

Attachments

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

RESOLUTION NO. 90-925

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

APPROVED
BY THE CITY COUNCIL
NOV 06 1990
CITY CLERK

**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: _____



DEPARTMENT OF PARKS
AND COMMUNITY SERVICES

ROBERT P. THOMAS
DIRECTOR

G. ERLING LINGGI
ASSISTANT DIRECTOR

WALTER S. UEDA
DEPUTY DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

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• 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
\$ 11,250	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.

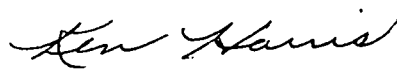
MBE/WBE EFFORTS

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.

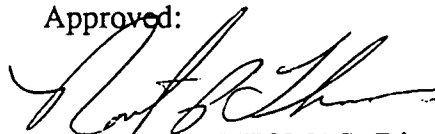
Respectfully submitted.



KEN HARRIS, Manager
Parks and Recreation City Wide

Recommendation Approved:

Approved:



ROBERT P. THOMAS, Director
Parks and Community Services

SOLON WISHAM, JR.
Assistant City Manager

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: _____

**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 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

AGREEMENT BETWEEN
CITY OF SACRAMENTO AND ICE UNLIMITED, INC.

This Agreement is made as of Nov. 7th, 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, though 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.

City Agreement No. 90-221

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. Slupe
Walter J. Slupe, City Manager

ICE UNLIMITED, INC.

By: William Kerth Sr.
WILLIAM KERTH, SR.
Chief Executive Officer

ATTEST:

Valerie A. Burrows
City Clerk

APPROVED AS TO FORM:

James Butler 11/1/90
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.

RESOLUTION NO. 90-925

ADOPTED BY THE SACRAMENTO CITY COUNCIL

NOV 06 1990

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.

ANNE RUBIN

MAYOR

**CERTIFIED AS TRUE COPY
of Resolution No. 90-925**

Attest:

VALERIE BURROWES

CITY CLERK

NOV 8 1990
DATE CERTIFIED
Valerie A. Burrowes
CITY CLERK, CITY OF SACRAMENTO

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 90-925
DATE ADOPTED: NOV 06 1990

City Agreement No. 90-221

City Clerk's Copy

AGREEMENT BETWEEN
CITY OF SACRAMENTO AND
DOWNTOWN PLAZA MERCHANTS ASSOCIATION

This Agreement is made as of Nov. 7th, 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.

City Agreement No. 90-222

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
KATIE SULLIVAN, President

CITY OF SACRAMENTO

By: Walter J. Slipe
WALTER J. SLIPE, City Manager

Attest:

Valerie A. Burrows
City Clerk

Approved as to form:

Deborah Bull
Deputy City Attorney

RESOLUTION NO. 90-925

ADOPTED BY THE SACRAMENTO CITY COUNCIL

NOV 06 1990

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.

ANNE RUBIN

MAYOR

CERTIFIED AS TRUE COPY
of Resolution No. 90-925

Attest:

VALERIE BURROWES

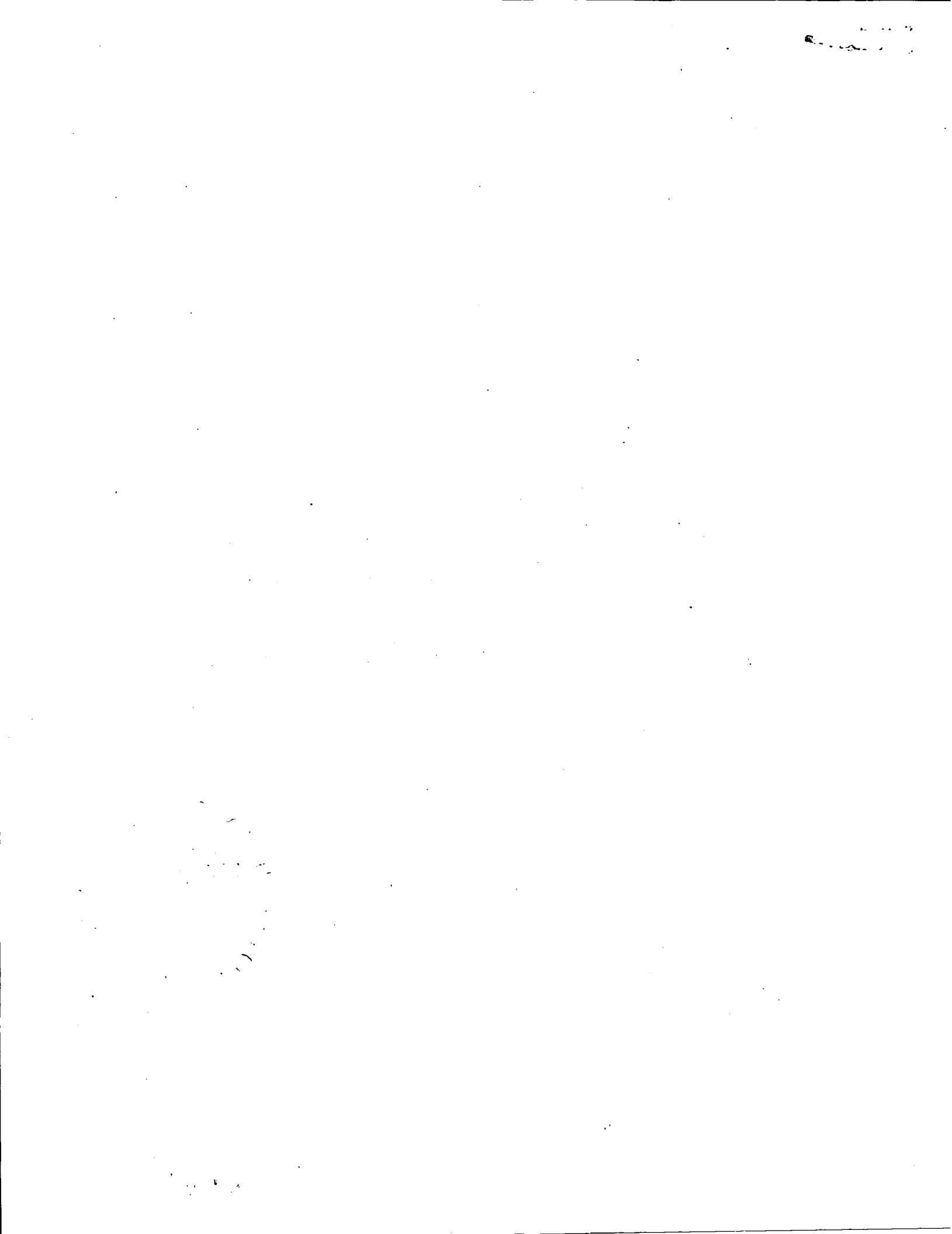
CITY CLERK

NOV 8 1990
DATE CERTIFIED
Valerie Burrowes
CITY CLERK, CITY OF SACRAMENTO

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 90-925
DATE ADOPTED: NOV 06 1990

City Agreement No. 90-222



AGREEMENT BETWEEN
CITY OF SACRAMENTO AND
SACRAMENTO REGIONAL TRANSIT DISTRICT

This Agreement is made as of Nov. 7th, 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.

City Agreement No.

90-223

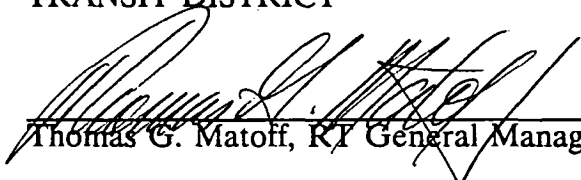
5. RT shall distribute 3,000 complimentary tickets to merchants primarily within Downtown Plaza in an effort to promote use of transit by ice skating rink patrons.

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.

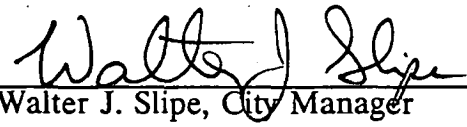
7. City agrees to purchase sufficient liability insurance coverage for the ice skating rink operation.

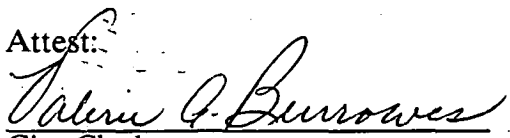
8. City and RT acknowledge that this agreement is subject to a financial assistance contract between RT and UMTA and both parties agree to comply with all terms and conditions respectively required of them. The UMTA terms and conditions applicable to this agreement are set forth in Attachment 1 and are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

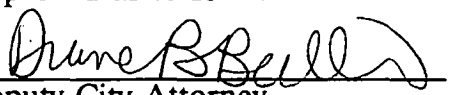
SACRAMENTO REGIONAL
TRANSIT DISTRICT

By: 
Thomas G. Matoff, RT General Manager

CITY OF SACRAMENTO

By: 
Walter J. Slipe, City Manager

Attest:

Valerie G. Burrows
City Clerk

Approved as to form:

Dune B. Bell
Deputy City Attorney

ATTACHMENT 1

UMTA FUNDED CONTRACT PROVISIONS (SERVICES)

1. FEDERAL GRANT CONDITIONS

This Agreement is subject to a financial assistance contract between RT and the United States Department of Transportation (hereinafter "DOT"), Urban Mass Transportation Administration (UMTA). Both parties agree to comply with all terms and conditions respectively required of them by virtue of that fact. If UMTA requires any change to this Agreement to comply with its requirements, both parties agree to amend this Contract as required by UMTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid to Contractor and time of performance shall be equitably adjusted.

2. NON-LIABILITY OF UMTA OR FEDERAL GOVERNMENT

Neither the United States DOT, UMTA, or any other branch or agency of the Federal Government, its employees, agents or officers are obligated or liable to any person or organization other than RT by virtue of the execution of this Contract or by virtue of any participation in its funding.

3. AUDIT AND INSPECTION

Contractor agrees to permit RT, the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Contractor with regard to the Project. Further, Contractor agrees to maintain all required records for at least three years after RT makes final payment under the Contract and all other matters are closed.

4. EQUAL EMPLOYMENT OPPORTUNITY (NON-DISCRIMINATION)

In the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall insert this provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

5. DISADVANTAGED BUSINESS ENTERPRISES

- A. Policy. It is the policy of the DOT that disadvantaged business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R. Part 23 apply to this Agreement.
- B. DBE Obligation. Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard Contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. RT and its Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the DOT.
- C. Failure to carry out the requirements set forth in 49 C.F.R. § 23.43(a) shall constitute a breach of contract and, after the notification of the Department, may result in termination of the Agreement or contract by RT or such remedy as RT deems appropriate.

6. TITLE VI COMPLIANCE

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations. Contractor shall comply and shall assure compliance by subcontractors under this Project with all requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and the DOT regulations Nondiscrimination in Federally-Assisted Programs of the DOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

7. LABOR PROVISIONS (NON-CONSTRUCTION)

- A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in the work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the requirements of 29 C.F.R. § 5.5(b)(1), the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. § 5.5(b)(1) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 C.F.R. § 5.5(b)(1).
- C. Withholding for Unpaid Wages and Liquidated Damages. UMTA or RT shall upon its own action or upon written request of an authorized representative of the Department of Labor (DOL) withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 49 C.F.R. § 5.5(b)(2).
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs A through E of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A through E of this paragraph.
- E. Records. Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years

from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of UMTA, DOT, or DOL, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8. CONFLICT OF INTEREST

No employee, officer, or agent of RT shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for award: (a) an RT employee, officer or agent; (b) any member of his/her immediate family; (c) his/her partner; or (d) an organization which employs, or is about to employ any of the foregoing parties. RT's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties of subagreements.

9. INTERESTS OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or to any benefit therefrom.

10. ACCOMMODATIONS FOR THE PHYSICALLY HANDICAPPED

UMTA-assisted construction, designs, and alterations shall be undertaken in accordance with and meet the requirements of the provisions of General Services Administration (GSA) regulations set forth at 41 C.F.R. Subpart 101-19.6, unless an exception is granted in writing by UMTA or a waiver is granted in writing by GSA.

11. DEBARRED BIDDERS (Over \$25,000)

Contractor, including any of its officers or holders of a controlling interest, is obligated to inform RT whether or not it is or has been debarred from or determined ineligible for

Government contracts and federally-assisted construction contracts pursuant to Executive Order 11246 of September 24, 1965, as amended. Should Contractor be included on such a list or determined ineligible during the performance of this Contract, it shall so inform RT.

12. ENERGY CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in applicable State Energy Conservation Plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 et seq.

13. PRIVACY

Should RT, Contractor or its employees administer any system of records on behalf of the Federal Government, the following terms and conditions are applicable:

A. RT and Contractor agree:

- (1) To comply with the Privacy Act of 1974, 5 U.S.C. § 552a (the Act) and regulations thereunder, when performance under the Contract involves the design, development, or operation of any system of records on individuals to be operated by RT, its contractors or employees to accomplish a Government function;
- (2) To notify the Government when RT or Contractor anticipate operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals, which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. RT and Contractor agree to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act;
- (3) To include the Privacy Act Notification contained in this Agreement in every third-party contract solicitation and in every third-party contract when the performance of work under that proposed third-party contract may involve the design, development, or operation of a system of records on individuals to be operated under the contract to accomplish a Government function; and

- (4) To include this clause, including this paragraph, in all third-party contracts under which work for this Agreement is performed or which is awarded pursuant to this Agreement, or which may involve the design, development, or operation of such a system of records on behalf of the Government.
- B. For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, RT, third-party contractors and any of their employees are considered to be an employee of the Government with respect to the Government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.
- C. The terms used in this clause have the following meanings:
- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
 - (2) "Record" means any item, collection, or grouping of information about an individual that is maintained by RT on behalf of the Government, including, but not limited to, his/her education, financial transactions, medical history, and criminal or employment history and that contains his/her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
 - (3) "System of records" means a group of any records under the control of RT on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

RESOLUTION NO. 90-925

ADOPTED BY THE SACRAMENTO CITY COUNCIL

NOV 0 6 1990

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.

ANNE RUBIN

MAYOR

CERTIFIED AS TRUE COPY
of Resolution No. 90-925

Attest:

VALERIE BURROWES

CITY CLERK

NOV 8 1990
DATE CERTIFIED
Valerie O. Burrowes
CITY CLERK, CITY OF SACRAMENTO

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 90-925
DATE ADOPTED: NOV 0 6 1990

City Agreement No. 90-223

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

This Agreement is made as of Nov 7th, 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 by November 29, 1990, or within 24 hours after JSH
receives funds from RT, whichever occurs later.

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 procure liability insurance covering the ice skating rink operation
which includes JSH as a named insured.

CITY Agreement No. 90-224


5. City agrees to pay and satisfy and to hold JSH harmless from and against all claims, demands and damages with respect to any liability arising from the operation of the skating rink mentioned herein.

6. 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.

7. In the event that the total of City's payments to Ice Unlimited, Inc., 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 20% of the difference to JSH on behalf of RT.

JOHNSON/SMITH & HOBBS, INC.

By:



Its:

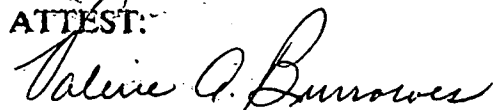
PRESIDENT

CITY OF SACRAMENTO

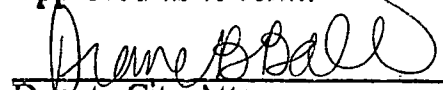
By:


Walter J. Slipe, City Manager

ATTEST:


Valerie A. Burrows
City Clerk

Approved as to form:


Deputy City Attorney

RESOLUTION NO. 90-925

ADOPTED BY THE SACRAMENTO CITY COUNCIL

NOV 0 6 1990

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ANNE RUBIN

MAYOR

CERTIFIED AS TRUE COPY
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Attest:

VALERIE BURROWES

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NOV 8 1990
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