

Meeting Date: 5/20/2014

Report Type: Consent

Report ID: 2014-00313

Title: Special Events Management Agreement for Cesar Chavez Plaza and St. Rose of Lima Parks

Location: District 4

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to renew the Special Events Management Agreement with the Downtown Partnership for Cesar Chavez Plaza and St. Rose of Lima Parks.

Contact: Teresa Jackson, General Recreation Supervisor, (916) 808-3818; Vincene Jones, Neighborhood Services Manager, (916) 808-5072, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Neighborhood Services

Dept ID: 19001511

Attachments:

1-Description/Analysis

2-Background

3-Agreement Special Events Mgmt

City Attorney Review

Approved as to Form
Sheryl Patterson
5/2/2014 4:26:11 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 4/29/2014 5:27:10 PM

Description/Analysis

Issue Detail: The proposed agreement updates a 1999 special events management agreement between the City of Sacramento and the Downtown Sacramento Partnership (DSP), which gave DSP the right to oversee all events at Cesar Chavez and St. Rose of Lima parks. The new agreement redefines the DSP's responsibility to only those special events that are organized and managed by DSP at these two downtown parks. The events would include the summer concert series and farmer's market at Cesar Chavez and the holiday ice rink at St. Rose. In consideration for DSP providing visitor guides who help monitor these two parks, the City would not charge DSP special event fees. The City will reassume responsibility for issuing special event permits to other groups for use of these two parks, and retain those permit fees to help off-set the costs to maintain these parks.

Policy Considerations: The recommendation is consistent with the City's Strategic Plan and the goal of the City Council to expand economic development throughout the City. The Sacramento region benefits from the revenue, employment, and income that festivals and events bring to the community.

Economic Impacts: None.

Environmental Considerations: This recommendation relates to ongoing administrative activities that do not constitute a "project" and therefore are exempt from the California Environmental Quality Act (CEQA) under Section 15378(b) of the CEQA guidelines.

Commission/Committee Action: None.

Rationale for Recommendation: Renewing and modernizing the Special Events Management Agreement with the Downtown Sacramento Partnership will clarify each Party's rights and obligations with regard to DSP's management of special events at Cesar Chavez Plaza, located in the block between I and J Streets and 9th and 10th Streets, and St. Rose of Lima Park, located on a half block at 7th and K Streets, and protect the City's investment in these community facilities.

Financial Considerations: This Agreement has no impact on the City's General Fund, since under the prior agreement DSP did not pay special event fees. No funding is requested with this item.

Local Business Enterprise (LBE): Not applicable.

Background

DSP was formed in 1991 for the purpose of improving the economic health and quality of life in Downtown Sacramento through the development and support of arts and entertainment venues and innovative event programming. DSP's role as a property and business improvement district is also to provide security and visitor guides, and to clean the sidewalks and assist in maintaining the landscaping along K Street. DSP's board of directors include representatives from City, downtown businesses, arts community and the general public.

On March 1, 1999, City and DSP entered into an agreement (City Agreement No. 99-040) which allowed DSP to oversee all of the special events at Cesar Chavez Plaza, St. Rose of Lima Park and the K Street Mall when it was a pedestrian mall, while City continued to maintain these parks and the mall.

DSP has served as the sponsor for the Friday Night summer concerts at Cesar Chavez Plaza, the seasonal Farmers Markets at Cesar Chavez Plaza, and the ice skating rink at St. Rose of Lima Park during the winter holiday season. DSP was also allowed to permit other groups to hold special events at these parks. City did not charge DSP a permit fee for the events DSP sponsored or monitored and DSP was able to retain all of the revenues paid by groups that use these parks for special events. This permit fee waiver arrangement was made in consideration for DSP providing regular monitoring of these parks by its downtown guides and undertaking other promotional and public service programs to benefit downtown. The prior agreement expired on December 31, 2006, but the Parties have continued with this arrangement under those same terms and conditions.

Over the past few years, City has completely renovated St. Rose of Lima Park and made major improvements to Cesar Chavez Plaza, including rebuilding the stage, replacing tables and benches, and planting new landscaping. City also converted the K Street pedestrian mall into a public street, so special events which would require this street to be closed are no longer managed by DSP.

The Parties desire to enter into a new agreement which limits DSP's responsibility to only those special events that are organized and managed by DSP at Cesar Chavez Plaza and St. Rose of Lima Park. City would reassume responsibility for issuing special event permits to other groups for use of these parks, and retain those permit fees to help off-set the costs to maintain these parks.

SPECIAL EVENTS MANAGEMENT AGREEMENT FOR CESAR CHAVEZ PLAZA AND ST ROSE OF LIMA PARKS

This Special Events Management Agreement is made and entered into as of the 9 day of April, 2014, by and between the CITY OF SACRAMENTO, a municipal corporation, ("CITY") and the DOWNTOWN SACRAMENTO PARTNERSHIP, INC., a California non-profit corporation and a California property and business improvement district ("DSP"). CITY and DSP may be referred to collectively as "Parties" or in the singular as "Party," as the context requires.

Background

A. DSP was formed in 1991 for the purpose of improving the economic health and quality of life in Downtown Sacramento through the development and support of arts and entertainment venues and innovative event programming. DSP's role as a property and business improvement district is also to provide security and visitor guides, and to clean the sidewalks and assist in maintaining the landscaping along K Street. DSP's board of directors include representatives from CITY, downtown businesses, arts community and the general public.

B. On March 1, 1999, CITY and DSP entered into an agreement (City Agreement No. 99-040) which allowed DSP to oversee all of the special events at Cesar Chavez Plaza, St. Rose of Lima Park and the K Street Mall when it was a pedestrian mall, while CITY continued to maintain these parks and the mall. DSP has served as the sponsor for the Friday Night summer concerts at Cesar Chavez Plaza, the seasonal Farmers Markets at Cesar Chavez Plaza, and the ice skating rink at St. Rose of Lima Park during the winter holiday season. DSP was also allowed to permit other groups to hold special events at these parks. CITY did not charge DSP a permit fee for the events it sponsored, and DSP was able to retain revenues paid by other groups for use of these parks for special events. This permit fee waiver arrangement was made in consideration for DSP's providing regular monitoring of these parks by its downtown guides and undertaking other promotional and public service programs to benefit downtown. The prior agreement expired on December 31, 2006, but the Parties have continued with this arrangement under those same terms and conditions.

C. Over the past few years, CITY has completely renovated St. Rose of Lima Park and made major improvements to Cesar Chavez Plaza, including rebuilding the stage, replacing tables and benches, and planting new landscaping. CITY also converted the K Street pedestrian mall into a public street, so special events which would require this street to be closed are no longer managed by DSP.

D. The Parties desire to renew their prior agreement, but limit DSP's responsibility to only those special events that are organized and managed by DSP at Cesar Chavez Plaza and St. Rose of Lima Park. CITY would reassume responsibility for issuing special event permits to other groups for use of these parks, and retain those permit fees to help off-set the costs to maintain these parks.

NOW, THEREFORE, in consideration of the mutual commitments as hereinafter set forth, the Parties enter into this Agreement for the purpose of updating and establishing each Party's rights and obligations with regard to DSP's management of special events at Cesar Chavez Plaza, located in the block between I and J Streets and 9th and 10th Streets, and St. Rose of Lima Park, located on a half block at 7th and K Streets, which are referred to herein as "Park(s)."

1. **SPECIAL EVENTS.** The term "Special Event" is the same as set forth in City Code Section 12.48.010 and means an organized assembly of more than fifty (50) persons who occupy all or any portion of a public park for a period of more than thirty (30) minutes. A Special Event may include the use of amplified sound, temporary fencing and temporary structures, the sale or distribution of merchandise, food and beverages including alcoholic beverages, and patrons may be charged an entrance fee.
2. **SPECIAL EVENT FEES.** CITY agrees to grant to DSP the right to apply for Special Event permits at the Parks without the obligation to pay the CITY's Special Event application fee, and to issue Special Event permits for DSP events at no cost, so long as DSP continues to provide visitor guides to monitor activities at the Parks and report any problems to CITY.

DSP shall be responsible for organizing, managing, and monitoring all Special Events at the Parks for which DSP has received a permit. Special Events that are sponsored or co-sponsored by DSP, but solely organized, managed and monitored by a third party shall not be eligible for waiver of the Special Event application and permit fees.

3. **SCHEDULING SPECIAL EVENTS.** CITY hereby grants to DSP priority booking for Special Events in the Parks. DSP shall submit to CITY for its approval a calendar of dates when DSP expects to organize a Special Event at each of the Parks. CITY's Special Event ordinance provides that unless there is a tradition for an annual event being held on certain days at a CITY park, then securing a date is based on when the first Special Event application is filed, which cannot be sooner than 12 months prior to event date. Therefore, if DSP has not secured a date for a planned Special Event, the CITY will be unable to issue a permit to DSP for its desired date if another group has already filed a Special Event application for that same Park on that same date. In addition, there is a need to limit the frequency of events in Cesar Chavez Plaza to allow the lawn areas to recover from events that attract large crowds.

However, notwithstanding the foregoing, the Parties agree to reserve the Parks for DSP's regularly scheduled Special Events as follows:

Cesar Chavez Plaza - Wednesdays from May through October for annual Farmer's Market. Fridays from May through August for DSP's summer concert series.

St. Rose of Lima Park - The entire months of October through January for DSP's annual holiday ice rink.

If DSP changes its schedule for the foregoing events or discontinues an event, these reserved dates may be modified based on written consent of the Parties. In addition, if DSP proposes a new type of Special Event to be held on a regular basis at one or both Parks, then the reservation of the Park for that event may be added to the foregoing schedule based on written consent of the Parties.

4. **SPECIAL EVENT PERMITS**. DSP may not hold a Special Event at a Park without first being issued a Special Event permit by CITY. DSP shall file an application with CITY for each Special Event. However, DSP may file one application for the same type of Special Event to be held on multiple dates, and CITY may issue one Special Event permit for that event on those dates.

CITY may impose conditions on the size, scope and activities of the planned Special Event that are reasonably necessary to protect the public peace, health, safety, or welfare in accordance with the provisions of Chapter 12.48 of the City Code. Such conditions may include, without limitation, a limit on the number of attendees to avoid exceeding the maximum capacity of each Park, a limitation on the volume of the amplified sound to minimize impacts to adjacent businesses and residents, and restrictions on the type of activities which are otherwise prohibited in CITY parks under Chapter 12.72 of the City Code. In addition, CITY may limit the areas within the Parks that are available to DSP for its Special Events to avoid interference with the rights of CITY's lessees' use of CITY property within each Park.

To facilitate coordination of the Special Event permit conditions and restrictions, DSP shall attend CITY's Special Event Review Committee meetings when DSP's Special Event applications for Parks are on the Committee's agenda. CITY and DSP may develop guidelines for the size and type of activities at each Park to establish uniform permit conditions and restrictions. In addition, at the request of either party, CITY and DSP representatives shall meet to review the operations of the DSP Special Events to determine if changes are needed for future DSP Special Events.

DSP shall be the permit holder and provide the required insurance certificates and policy endorsements as required under CITY's Special Event permit form. While DSP shall not be required to post a security deposit, DSP shall nonetheless be liable for the costs to repair any damages to the Parks caused by its negligence in overseeing the Special Event in accordance with the terms of the permit.

5. **CITY COSTS**. While DSP shall not be liable for payment of the Special Event application or permit fees, DSP shall remain liable for payment of any CITY service costs that are incurred for a Special Event, including, without limitation, event monitors (if necessary) and Police security and traffic control if needed under the conditions of each permit. In addition, DSP shall be responsible for payment for bagging on-street parking meters if such parking is to be restricted to accommodate its Special Event. However, some or all of the CITY service costs may be waived if CITY co-sponsors a Special Event that is organized, managed, and monitored by DSP.

6. **PARK MAINTENANCE.** CITY shall be solely responsible for routine maintenance of the landscaping and improvements at each Park, as well as trash removal generated by park patrons. Any improvements to the Parks or additional maintenance desired by DSP may be undertaken by DSP with the prior written approval of CITY and in compliance with the terms of a right of entry permit.

DSP shall arrange for all trash generated from its Special Events to be removed promptly after each event. If CITY is required to incur costs to undertake non-routine trash removal that was generated by a DSP Special Event, CITY may invoice DSP for such extraordinary costs at CITY's applicable hourly rate for park maintenance employees and direct costs incurred for the trash removal. CITY shall send DSP documentation of the costs incurred along with the invoice. DSP shall pay the amount owed within thirty (30) days from the date of the invoice.

7. **SUSPENSION OF USE AND PERMIT CANCELLATION.** Whenever the condition of the Park and/or the areas surrounding the Park could expose the public to safety or health hazards, or could cause damage to their personal property, CITY may suspend or cancel a Special Event permit issued to DSP until the problem is corrected or the hazard is eliminated. CITY shall not be liable to DSP for its loss of revenue from an event that must be cancelled, but CITY shall be liable to reimburse DSP for its direct costs, paid to third parties prior to CITY's notification that an event must be cancelled, for which DSP is unable to obtain reimbursement.

8. **TERM.** This Agreement shall be effective on February 1, 2014 and shall continue from year to year, unless sooner terminated by either Party by providing at least sixty (60) days advance written notice to the other Party in the manner specified in Section 9 and specifying the date of termination.

9. **NOTICE.** Any communication and notices to either Party as required during the term of this Agreement shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

CITY: City of Sacramento
Parks and Recreation Department
Neighborhood Services Manager
New City Hall
915 I Street, 3rd Floor
Sacramento, CA 95814
Phone: (916) 808-5072

DSP: Downtown Sacramento Partnership
Executive Director
980 Ninth Street, Ste 400
Sacramento CA 95814
Phone: (916) 442-8575

Any Party who desires to change its address for notice may do so by giving notice as described above.

10. **NO JOINT VENTURE**. It is understood and agreed that each Party is an independent government agency or corporation and that this Agreement shall not create a relationship between CITY and DSP or its individual members of employer-employee, joint venture, partnership, or any other relationship of association. Except as expressly provided in this Agreement or as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent.
11. **INDEPENDENT CONTRACTORS/THIRD PARTY BENEFICIARIES**. Each Party may assign employees, volunteers or contract with third parties to perform services to meet their respective obligations under this Agreement at their exclusive discretion and the services of such assigned employees, volunteers and third parties shall be at the sole expense of that Party. The assigned personnel of each Party shall not be entitled to any benefits payable to employees of the other Party. This Agreement is for the sole benefit of the Parties and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any term hereof.
12. **NON-WAIVER**. Waiver of any breach of, or default under, this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
13. **ASSIGNMENT PROHIBITED**. DSP may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation of this Agreement shall be void and of no effect.
14. **ENTIRE AGREEMENT; MODIFICATION**. The Parties have each carefully reviewed this Agreement and have agreed to each term herein. No ambiguity shall be presumed to be construed against either Party. This Agreement contains all of the terms and conditions as agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this Agreement and any other contract or understanding executed by the Parties subsequent to the commencement of this Agreement, the terms of this Agreement shall prevail and be controlling unless such other contract expressly provides to the contrary.
15. **AUTHORITY**. Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such Party and that all approvals, resolutions and consents which must be obtained to bind such Party have been obtained that no further approvals, acts or consents are required to bind such Party to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF SACRAMENTO,
a municipal corporation

**DOWNTOWN SACRAMENTO
PARTNERSHIP, INC.,** a California
non-profit corporation and a property and
business improvement district

By: _____
James L. Combs
Director of Parks and Recreation
For: John F. Shirey, City Manager

By: _____
Michael T. Ault
Executive Director

Attest:

By _____
Assistant City Clerk

Approved As To Form:

By _____
Senior Deputy City Attorney