



## R Street Sacramento Partnership

Annual Board of Directors Meeting

Thursday, December 7, 2017 @ 9a

HGA Architects| 1200 R Street, Suite 100| Sacramento, CA 95811

### NOTICE TO PUBLIC

You are welcome and encouraged to participate in this meeting. Public comment is taken (3 minutes maximum per person) on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard at the meeting as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select one or two speakers to represent the opinion of the group. The order of the Agenda items is listed for reference and may be taken in any order deemed appropriate by the Board of Directors. The Agenda provides a general description and staff recommendations; however, the board of Directors may take action other than what is recommended.

## AGENDA

1. Call to Order and Establishment of Quorum Miry
2. Introductions and Public Comment – Items Not on the Agenda Miry
3. Sac PD Update Cpt. Ecklund
  - I. Introduction of Norm Leong
4. Update from City Manager Howard Chan Chan
5. Consent Calendar Miry
  - I. Approval of Meeting Minutes from October 26, 2017 Meeting<sup>^\*</sup>
  - II. Receive and File of Monthly Financials (November 2017) \*
6. New Business Miry
  - I. 2018 Board of Directors Nominations<sup>^\*</sup>
  - II. 2018 Officer Nominations<sup>^\*</sup>
  - III. 2018 Chair/Committee Nominations<sup>^\*</sup>
  - IV. 2018 Board Meeting Dates<sup>^\*</sup>
  - V. Maintenance Agreement (J&A Steam Clean) <sup>^\*</sup>
  - VI. Security Agreement (Lyon's Security) <sup>^\*</sup>
  - VII. Administrative Agreement (CADA)<sup>^\*</sup> - *Moved to January 2018*
  - VIII. Consulting Agreement (MMS Strategies) <sup>^\*</sup>

7. Update from Council Member Hansen's Office
8. Administrative Report
  - I. Central City Impact Fee
9. Adjournment

Read  
Brattmiller

Next Meeting: January 25, 2018 @ 9a

**ADDRESS FOR THE R STREET SACRAMENTO PARTNERSHIP**

R Street Sacramento Partnership  
P.O. Box 162337  
Sacramento, CA 95816

**BROWN ACT NOTICE**

*Government Code 54950* (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. Action may not be taken on items not posted on the agenda.

**ADA NOTICE**

Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Michelle Brattmiller at 916.479.3687 at least 48 hours prior to the meeting.

\*Attachments      ^Action Item



## **R Street Sacramento Partnership**

Board of Directors Meeting Minutes

Thursday, October 26, 2017 @ 9a

HGA Architects| 1200 R Street, Suite 100| Sacramento, CA 95811

### **MEETING MINUTES**

Board Members Present: Bay Miry, Todd Leon, Adele Glaviano, Steve Johns, Tim Spangler, Jim Cordano, Jessa Berkey

Absent: Ali Youssefi, Allyson Dalton, Wes Davis, Mike Heller, Bree Taylor, John Dangberg

Guests: Matt Reed (Council Member Hansen's office) Suzi Dotson (Wind Youth Services), Taylor Allen (Ice House)

Administrators: Michelle Smira-Brattmiller, Marilyn Wright

1. Meeting called to order by Chair Miry at 9:00 am.
2. Introductions were made – No public comment
3. Sac PD Update – No update
4. Central City Workforce Housing Demand Analysis – Presentation canceled but discussion took place regarding the plan's median housing prices and qualifications, followed by a discussion regarding the Downtown Specific Plan (DSP), specific to R Street. Neighborhood groups are meeting in November to discuss DSP.
5. Consent Calendar – The October 28, 2017 Board meeting minutes and monthly financials were approved; Director Johns moved and Director Spangler seconded. Motion passed unanimously.
6. Committee Updates
  - I. Maintenance/Promotions Committee – No update – committee meeting was canceled.
  - II. Budget Ad Hoc Committee – The Committee discussed the bid responses received for maintenance, pressure washing and security. Negotiations have begun for maintenance and pressure washing. Security RFP response time was extended for two weeks. The committee will meet again and make a recommendation to the board regarding security, maintenance and pressure washing contracts.
  - III. Advocacy
    - i. 10<sup>th</sup> & S Street Monopole – Smira-Brattmiller reported that Verizon has withdrawn its proposal for a monopole in the District. There is still an issue with Verizon kiosks that are

scheduled to be placed in the corridor. Smira-Brattmiller has reached out to city staff to request a meeting with staff and Verizon.

- ii. Homeless Issues – Smira-Brattmiller reported that Pbids are continuing to meet regularly, along with Sac PD, Sheriffs, Sacramento City and County. Pbids have agreed to help city locate temporary homeless shelter sites. Smira-Brattmiller has asked the city to disclose sites prior to council meetings. Director Cordano also asked that the board be allowed to review the Sacramento Area Bid Service and Support list and submit comments.

7. New Business

I. 8<sup>th</sup> Street Garage

- i. Director Leon relayed that the 8<sup>th</sup> Street Garage Community Open House is on November 8<sup>th</sup> at Arch/Nexus. The goal of the open house is to hear comments on retail, art design and overall esthetics of the garage.

II. Streetscape

- i. Director Leon replayed that construction is still on schedule. Chair Miry asked if better signage and noticing for construction could be posted. Chair Miry also asked that it be publicized that businesses are still open during construction.
- ii. Smira-Brattmiller announced that the Annual Board meeting will be held in December and that board officers need to be elected. Application forms will be posted on the website or you can contact Smira-Brattmiller to request a form.

8. Council Member Hansen update – Matt Reed reported that the office is working on Public Health/Needle Exchange Policy, and has received a proposal from Harm Reduction.

9. Adjourned – 9:55

12:49 PM

12/04/17

Cash Basis

# R Street Sacramento Partnership

## Trial Balance

As of December 4, 2017

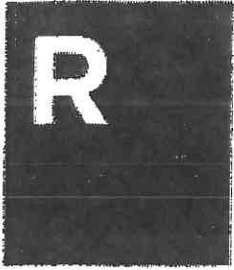
	Dec 4, 17	
	Debit	Credit
R Street Sacramento Partnership	37,976.20	
Accounts Receivable	0.00	
Undeposited Funds	0.00	
Retained Earnings		53,209.90
Program Income		111,092.04
10th - 13th Street Maintenance	4,788.00	
Advocacy Development	27,709.00	
Advocacy Development:Block Party	750.00	
Advocacy Development:PBID Meetings	480.41	
Advocacy Development:Renewal Outreach	15,221.56	
Contingency Account:Renewal	11,493.75	
Maintenance:Litter/Graffiti Removal	40,632.61	
Maintenance:Security Expense	18,150.00	
Promotions/ Events/ Administrat		1,000.00
Promotions/ Events/ Administrat:Accounting/Legal Fees/ SOS		9,289.94
Promotions/ Events/ Administrat:Annual Report	2,362.03	
Promotions/ Events/ Administrat:CADA Repayment	5,000.00	
Promotions/ Events/ Administrat:Graphic Design/ Website	3,435.49	
Promotions/ Events/ Administrat:Insurance - Liability, D and O	1,997.00	
Promotions/ Events/ Administrat:Legal Fees	377.50	
Promotions/ Events/ Administrat:PBID Renewal	1,500.00	
Promotions/ Events/ Administrat:Postage, Mailing Service	671.89	
Promotions/ Events/ Administrat:Social Media	11.93	
Promotions/ Events/ Administrat:Sponsorships/ Membership	1,450.00	
Promotions/ Events/ Administrat:Supplies	464.59	
Promotions/ Events/ Administrat:Taxes	10.00	
Promotions/ Events/ Administrat:Telephone	109.92	
<b>TOTAL</b>	<b>174,591.88</b>	<b>174,591.88</b>



## R Street Sacramento Partnership 2018 Board of Director Candidates

Seats Open:     1 Public Sector  
                      1 Business Owner  
                      2 Property Owners

Candidates	Term	Position
Wes Davis Beatnik Studios	3 Year	Property Owner
Steve Johns SMUD	3 Year	Property Owner
Tim Spangler Sac RT	3 Year	Public Sector
Simon DeVere The Snug	3 Year	Business Owner



### R Street Sacramento Partnership Board Application

Name: Simon de Vere White

Phone: 916-761-7779 Email: Simon@deverespub.com

Mailing Address: 1521 L Street City Sacramento Zip 95814

Occupation and employer: Owner de Vere's Irish Pub

Why are you interested in joining our organization?

AS a business owner and patron, I am very interested in seeing the continued growth of the R St Corridor. This organization will have a strong hand in this process. I believe that it will be very important that the correct synergy is created between the business, residents & community & I want what personal skill or strength of yours do you think would benefit our organization? to be a part of that.

I am very active in our community as a whole and currently sit on a few boards that are helping to shape and grow our restaurant scene. I have a good understanding of how boards work & function. I believe that I possess good leadership qualities, am personable, a good listener, pragmatic & work well within a group setting.

Within the R Street Sacramento Partnership are you currently a:

Property Owner YES  NO

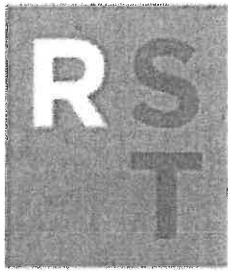
Business Owner  YES NO

If yes, which business? THE SWUG (2018) / O'Farrell's Pub & Kitchen (2019)

The R Street Sacramento Partnership Board meets once a month on the fourth Thursday at 9 am. Do you see any scheduling problem that might affect your attendance?

None

Please submit all applications to Michelle Smira-Brattmiller at [info@rstreetpartnership.com](mailto:info@rstreetpartnership.com)



## R Street Sacramento Partnership Board Application

Name: STEVE JOHNS

Phone: 916 769 0428 Email: steve.johns@smud.org

Mailing Address: 6301 S Street City Sacramento Zip 95819

Occupation and employer: Government Affairs Manager, SMUD

Why are you interested in joining our organization?

I'm interested in continuing to serve on the R St. Board because R Street is a dynamic area, the Partnership does great work and will do even more w/ expansion and I enjoy working

What personal skill or strength of yours do you think would benefit our organization?

- Familiarity w/ R St. Partnership
- Public policy and land use knowledge

with the other board members.

Within the R Street Sacramento Partnership are you currently a:

Property Owner  YES  NO

Business Owner  YES  NO

If yes, which business? \_\_\_\_\_

The R Street Sacramento Partnership Board meets once a month on the fourth Thursday at 9 am. Do you see any scheduling problem that might affect your attendance?

No.

Please submit all applications to Michelle Smira-Brattmiller at [info@rstreetpartnership.com](mailto:info@rstreetpartnership.com)





## R Street Sacramento Partnership 2018 Officers

Officers	Term	Position
Bay Miry D&S Development	1 Year	Chair
Allyson Dalton Fox and Goose	1 Year	Vice Chair
Tim Spangler Sac RT	1 Year	Secretary
Steve Johns SMUD	1 Year	Treasurer



## R Street Sacramento Partnership 2018 Committee Chairs

Candidates	Term	Position
Steve Johns SMUD	1 Year	Advocacy Co-Chair
Jim Cordano Cordano Company	1 Year	Advocacy Co-Chair
Todd Leon CADA	1 Year	Maintenance/Marketing & Events Co-Chair
Allyson Dalton W.P. Fuller Building	1 Year	Maintenance/Marketing & Events Co-Chair



## R Street Sacramento Partnership 2018 Meeting Dates

Date	Event	Location
January 25, 2018 9a	Board Meeting	HGA Architects and Engineers 1200 R Street, Suite 100
February 22, 2018 9a	Board Meeting	HGA Architects and Engineers 1200 R Street, Suite 100
March 22, 2018 9a	Board Meeting	HGA Architects and Engineers 1200 R Street, Suite 100
April 26, 2018 9a	Board Meeting	HGA Architects and Engineers 1200 R Street, Suite 100
No Meeting May 24, 2018 9a	No Meeting	No Meeting
June 28, 2018 9a	Board Meeting	HGA Architects and Engineers 1200 R Street, Suite 100
No Meeting July 26, 2018 9a	No Meeting	No Meeting
August 23, 2018 9a	Board Meeting	HGA Architects and Engineers 1200 R Street, Suite 100
September 27, 2018 9a	Board Meeting	HGA Architects and Engineers 1200 R Street, Suite 100
October 25, 2018 9a	Board Meeting	HGA Architects and Engineers 1200 R Street, Suite 100
December 6, 2018 9a	Annual Board Meeting	HGA Architects and Engineers 1200 R Street, Suite 100





## CONTRACT

This Agreement is entered on January 1, 2018 by and between the R Street Sacramento Partnership ("Partnership"), a California nonprofit corporation, and J&A Steam Cleaning ("Contractor"), collectively referred to as "the Parties."

### Recitals

- A. Contractor provides Maintenance Services.
- B. The Partnership desires to hire Contractor to provide litter pick-up, pressure washing, bulky waste removal, and graffiti removal services.
- C. The Partnership is the Owners' Association for the R Street Property and Business Improvement District ("PBID"), an assessment district created by the Capital Area Development Authority ("CADA"), which is governed by a Management District Plan ("Plan").

Now, therefore, the Parties agree as follows:

### Agreements

1. Services: The Partnership hereby engages Contractor to provide services to the Partnership as described in Exhibit A, and Contractor accepts such engagement. Services are subject to any amendments to the PBID Management District Plan. In performing services hereunder, Contractor shall observe and comply with all applicable laws, resolutions, codes, and regulations of government agencies, including all federal, state, municipal, and local governing bodies having jurisdiction over the scope of services. Contractor and any subcontractors hired by Contractor shall indemnify and hold harmless the Partnership from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with this Agreement, laws, resolutions, codes, and regulations.
2. Independent Contractor: In rendering services hereunder, Contractor shall be acting as an independent contractor, not as an employee or agent of the Partnership. As an independent contractor, neither the Contractor nor the Partnership shall have authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized in writing by the authorized representative of Contractor or the Partnership, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or implied to create a partnership. Contractor shall be responsible for payment of all federal, state, and local taxes payable with respect to all amounts paid to Contractor under this Agreement. The Partnership is aware that Contractor has other

clients for which it performs similar services. Contractor may, at Contractor's own expense, use employees or subcontractors as Contractor deems necessary to perform the services required by this Agreement. Contractor shall not use employees or subcontractors less than 18 years of age on work performed for Partnership.

It is further understood and agreed that Contractor must issue W-2 and 941 forms for income and employment tax purposes and withhold all necessary state and federal taxes for all of Contractor's personnel assigned under the terms and conditions of this Agreement. If Contractor uses subcontractors, it is agreed that Contractor will issue 1099 forms and ensure all IRS requirements are met.

3. Compensation: In consideration for services rendered by Contractor, the Partnership shall pay Contractor as outlined in Exhibit A. Payment of all applicable federal, state, and local taxes shall be Contractor's and subcontractor(s)' sole responsibility. Agreement shall not exceed \$96,360 per year.

4. Billing: Invoices shall be provided to the Administrator of the Partnership by the 5<sup>th</sup> of each month. Invoices submitted will be for work performed the prior month and include a detailed, dated work report. Payment shall be made to Contractor within 30 days. Invoices not received by the 6<sup>th</sup> will be paid the following month.

5. Confidential Information: Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Information so obtained shall not be divulged, furnished, or made accessible to third parties without written permission of the other party to this Agreement. The Partnership is required to abide by the Public Records Act. Should a request for information be made, the Partnership is legally required to provide such information in a timely fashion. Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over those business matters.

6. Duration: This Agreement shall commence on the date first written above and continue through December 31, 2019 unless extended or terminated pursuant to section 10d.

7. Indemnification: Contractor and any subcontractor agrees to indemnify, defend and hold harmless the Partnership, its officers, directors, members, agents, employees and representatives against any and all loss, claims, liabilities, damages, expenses, actions and costs (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by the Partnership in connection with any threatened, pending, completed, or future action or proceedings to which the Partnership is, or is threatened to be, made party arising in any manner from the negligent acts by Contractor, its officers, agents, employees, subcontractors, volunteers, or anyone directly or indirectly employed by any of them, regardless of whether caused in part by a party indemnified hereunder and whether or not Partnership reviewed, accepted or approved any service or work product performed or provided. The terms of this section are non-revocable and shall survive expiration or other termination of this Agreement.

8. Insurance Requirements:

a. Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Partnership that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Partnership. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

b. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement, subject to subparagraph "c" below. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(2) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *if Contractor has any employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

c. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the Partnership that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the Partnership as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

9. Licensing and Staffing: Contractor warrants that Contractor and all its employees and agents, including subcontractors, have all necessary licenses, permits, or both, as required by the laws of the United States, the State of California, the County and City of Sacramento, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitute grounds for termination of this Agreement by Partnership.

10. Miscellaneous:

- a. Entire Agreement: This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any and all prior agreements, oral or written, between the parties.
- b. Severability: If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provisions shall be deemed modified to the extent necessary to render them valid and enforceable, and if no modification shall render them valid and enforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.
- c. Amendment, Waiver, or Modification: No amendment, waiver, or modification of this Agreement shall be binding unless it is in writing, signed by both Parties, and dated subsequent to the date hereof. Performance of any work by Contractor and/or acceptance of payment by Contractor for work performed and/or work to be performed for the Partnership beyond the scope of this Agreement does not constitute acceptance by the Partnership of amendments or modifications to this Agreement, nor shall they be binding.
- d. Termination: Either party shall have the right to terminate this Agreement upon 30 days' written notice. Notwithstanding the foregoing, in the event the PBID is disestablished or not renewed by CADA, or in the event PBID funding is not provided to the Partnership for any reason or in the event Contractor (or Contractor employees/sub-contractors) are guilty of negligence, theft or malfeasance, the Partnership may cancel this Agreement effective immediately upon notice to Contractor.
- e. Timing: This Agreement will take effect January 1, 2018.
- f. Disputes: If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the applicable mediation rules of the American Arbitration Association before having recourse to a judicial forum.
- g. Notice: Notice may be given personally or by first-class mail to the parties at the addresses below. In the event of a change of address, the moving party shall be responsible for notifying the other party of the new address.



**If to Contractor:**

J&A Steam Cleaning  
7920 Auburn Boulevard  
Citrus Heights, CA 95610  
john@jasteam.com

**If to the Partnership:**

R Street Sacramento Partnership  
P.O. Box 162337  
Sacramento, CA 95816  
michelle@mmsstrategies.com

- h. Assignment: This Agreement and the rights and obligations of the Parties hereunder shall not be assigned by either party without the prior written consent of the other party.
  
- i. Applicable Law: This Agreement shall be governed by the laws of the State of California. Any action arising out of or in connection to this Agreement shall be venued in the County of Sacramento.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

J&A Steam Cleaning

R Street Sacramento Partnership

By: \_\_\_\_\_  
John Pantis  
J&A Steam Cleaning

By: \_\_\_\_\_  
Michelle Smira-Brattmiller  
R Street Sacramento Partnership

**EXHIBIT A**  
**SCOPE/ COST OF SERVICES**

A. **Contract Coverage:** Contract is to provide street maintenance, graffiti removal, pressure washing, bulky item removal and litter pick-up services in the area specified by boundaries of the R Street PBID map (Exhibit C).

B. **Maintenance Coverage Period:**

Provide a 2-person work crew four (4) days a week, four and a half (4.5) hours per day, per person, for District wide maintenance. Maintenance will include removal of litter, stickers, leaves and removal of any bulky items.

**Litter Collection:** Blow, remove and dispose of trash and debris from: sidewalks, gutters, and curbs.

**Leaves:** Remove and dispose of leaves from sidewalks in the public right of way and gutters.

**Illegal Dumping:** Remove any bulk items dumped in the public areas of the PBID.

**Signage:** All posters, stickers and advertisements illegally posted shall be removed from property.

**Maintenance Cost: \$4,680 per month or \$56,160 annually**

C. **Graffiti Abatement:** Remove graffiti from public and private property. If property or business owners do not provide color matched paint, Contractor will provide paint, a cost that is reimbursable by Partnership. Costs should be included on the monthly bill with proof of purchase. Graffiti on private business property not authorizing graffiti removal will be reported to the Administrator immediately.

Graffiti Service: Monday's 4 hours of service + 1 hour travel  
On Call – 7 hours per month (including travel)

**Graffiti Cost: Up to \$25,800 annually**

D. **Pressure Washing:** Contractor will pressure wash Zone 1 January, March, May, July, September and November. Zone 2 will be pressure washed February, April, June, August, October and December.

Pressure washing will occur times and days will be set by the Partnership in advance and in coordination with property owners.

Pressure Washing Hours: Anticipated Monthly 14 hours + 2-hour travel  
Pressure Washing Cost: \$1200 monthly or \$14,400 annually

- E. **Inclement Weather:** In the event of inclement weather, contractor is still responsible for daily cleanup and services.
- F. **Reporting:** Contractor shall maintain statistics on the amount of garbage collected, shopping carts retrieved, graffiti covered or removed and posters/signs removed including photo documentation. Statistics will be reported monthly to the Administrator.

EXHIBIT B





## CONTRACT

This Agreement is entered on January 1, 2018 by and between the R Street Sacramento Partnership ("Partnership"), a California nonprofit corporation, and Lyons Security Services ("Contractor"), collectively referred to as "the Parties."

### Recitals

- A. Contractor provides Security Services.
- B. The Partnership desires to hire Contractor to provide private security services.
- C. The Partnership is the Owners' Association for the R Street Property and Business Improvement District ("PBID"), an assessment district created by the Capital Area Development Authority ("CADA"), which is governed by a Management District Plan ("Plan").

Now, therefore, the Parties agree as follows:

### Agreements

1. Services: The Partnership hereby engages Contractor to provide services to the Partnership as described in Exhibit A, and Contractor accepts such engagement. Services are subject to any amendments to the PBID Management District Plan. In performing services hereunder, Contractor shall observe and comply with all applicable laws, resolutions, codes, and regulations of government agencies, including all federal, state, municipal, and local governing bodies having jurisdiction over the scope of services. Contractor and any subcontractors hired by Contractor shall indemnify and hold harmless the Partnership from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with this Agreement, laws, resolutions, codes, and regulations.
2. Independent Contractor: In rendering services hereunder, Contractor shall be acting as an independent contractor, not as an employee or agent of the Partnership. As an independent contractor, neither the Contractor nor the Partnership shall have authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized in writing by the authorized representative of Contractor or the Partnership, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or implied to create a partnership. Contractor shall be responsible for payment of all federal, state, and local taxes payable with respect to all amounts paid to Contractor under this Agreement. The Partnership is aware that Contractor has other clients for which it performs similar services. Contractor may, at Contractor's own expense, use employees or subcontractors

as Contractor deems necessary to perform the services required by this Agreement. Contractor shall not use employees or subcontractors less than 18 years of age on work performed for Partnership.

It is further understood and agreed that Contractor must issue W-2 and 941 forms for income and employment tax purposes and withhold all necessary state and federal taxes for all of Contractor's personnel assigned under the terms and conditions of this Agreement. If Contractor uses subcontractors, it is agreed that Contractor will issue 1099 forms and ensure all IRS requirements are met.

3. Compensation: In consideration for services rendered by Contractor, the Partnership shall pay Contractor \$2275.00 per month for District security. Exhibit A outlines the scope of work and Exhibit C outlines and lists the anticipated roles of the Contractor and any subcontractor(s). Payment of all applicable federal, state, and local taxes shall be Contractor's and subcontractor(s)' sole responsibility.

4. Billing: Invoices shall be provided to the Administrator of the Partnership by the 5<sup>th</sup> of each month. Invoices submitted will be for work performed the prior month and include a detailed, dated work report. Payment shall be made to Contractor within 30 days. Invoices not received by the 6<sup>th</sup> will be paid the following month.

5. Confidential Information: Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Information so obtained shall not be divulged, furnished, or made accessible to third parties without written permission of the other party to this Agreement. The Partnership is required to abide by the Public Records Act. Should a request for information be made, the Partnership is legally required to provide such information in a timely fashion. Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over those business matters.

6. Duration: This Agreement shall commence on the date first written above and continue through December 31, 2019 unless extended or terminated pursuant to section 10d. Agreement may be extended by the Board of Directors for one (1) option year.

7. Indemnification: Contractor and any subcontractor agrees to indemnify, defend and hold harmless the Partnership, its officers, directors, members, agents, employees and representatives against any and all loss, claims, liabilities, damages, expenses, actions and costs (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by the Partnership in connection with any threatened, pending, completed, or future action or proceedings to which the Partnership is, or is threatened to be, made party arising in any manner from the negligent acts by Contractor, its officers, agents, employees, subcontractors, volunteers, or anyone directly or indirectly employed by any of them, regardless of whether caused in part by a party indemnified hereunder and whether or not Partnership reviewed, accepted or approved any service or work product performed or provided. The terms of this section are non-revocable and shall survive expiration or other termination of this Agreement.

8. Insurance Requirements:

a. Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Partnership that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Partnership. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

b. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement, subject to subparagraph "c" below. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(2) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Contractor has any employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

c. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the Partnership that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the Partnership as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

9. Licensing and Staffing: Contractor warrants that Contractor and all its employees and agents, including subcontractors, have all necessary licenses, permits, or both, as required by the laws of the United States, the State of California, the County and City of Sacramento, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitute grounds for termination of this Agreement by Partnership.

10. Miscellaneous:

- a. Entire Agreement: This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any and all prior agreements, oral or written, between the parties.
- b. Severability: If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provisions shall be deemed modified to the extent necessary to render them valid and enforceable, and if no modification shall render them valid and enforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.
- c. Amendment, Waiver, or Modification: No amendment, waiver, or modification of this Agreement shall be binding unless it is in writing, signed by both Parties, and dated subsequent to the date hereof. Performance of any work by Contractor and/or acceptance of payment by Contractor for work performed and/or work to be performed for the Partnership beyond the scope of this Agreement does not constitute acceptance by the Partnership of amendments or modifications to this Agreement, nor shall they be binding.
- d. Termination: Either party shall have the right to terminate this Agreement upon 30 days' written notice. Notwithstanding the foregoing, in the event the PBID is disestablished or not renewed by CADA, or in the event PBID funding is not provided to the Partnership for any reason or in the event Contractor (or Contractor employees/sub-contractors) are guilty of negligence, theft or malfeasance, the Partnership may cancel this Agreement effective immediately upon notice to Contractor.
- e. Timing: This Agreement will take effect January 1, 2018.
- f. Disputes: If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the applicable mediation rules of the American Arbitration Association before having recourse to a judicial forum.
- g. Notice: Notice may be given personally or by first-class mail to the parties at the addresses below. In the event of a change of address, the moving party shall be responsible for notifying the other party of the new address.

**If to Contractor:**  
Lyons Security Services

**If to the Partnership:**  
R Street Sacramento Partnership



655 University Avenue, Suite 240  
Sacramento, CA 95825  
Lyonssacto1234@sbcglobal.net

P.O. Box 162337  
Sacramento, CA 95816  
michelle@mmsstrategies.com

- h. Assignment: This Agreement and the rights and obligations of the Parties hereunder shall not be assigned by either party without the prior written consent of the other party.
- i. Applicable Law: This Agreement shall be governed by the laws of the State of California. Any action arising out of or in connection to this Agreement shall be venued in the County of Sacramento.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Lyons Security Services

R Street Sacramento Partnership

By: \_\_\_\_\_  
Robin Cheatham  
Lyons Security Services

By: \_\_\_\_\_  
Michelle Smira-Brattmiller  
R Street Sacramento Partnership

## EXHIBIT A SCOPE OF SERVICES

- A. **Contract Coverage;** Contract is to provide security services in the area specified by boundaries of the R Street PBID map.
  
- B. **Coverage Period;** 6, 15-20 min random patrols throughout each evening (7-days a week) between the hours of 10 pm and 8 am, or at the time suggested by the RSSP. The last of the 6 patrols will occur between 6a – 8a throughout the District. Amount of stops and days of service may be adjusted per the RSSP needs. Any changes in service will be notified in writing 3 days in advance.
  
- C. **Additional Work;** Additional patrols are considered extra. The cost of all additional work shall be negotiated at such time is deemed necessary. Any additional work and subsequent costs will be done as an amendment to this Agreement.
  
- D. **Reporting;** Patrol Officers will utilize Tablet Devices to write reports, report property damage, take photos of property damage, and send electronic reports nightly to the RSSP Point of Contact. Lyons utilizes a guard-touring device, Deggy Wand, to report and track all stops made throughout the night.
  
- E. **Background;** Lyons Security Service, Inc. has over 30 years over experience in providing security service in Sacramento, CA.
  
- F. **Scope;** Lyons Security Services is responsible for maintaining the quality of the District by alerting and responding to any property damage or vandalism. Lyons is also responsible for the monitoring and tactical removal of any vagrants or unauthorized personnel found on premises after hours of service.
  
- G. **Commitment;** At Lyons, you will never get an automated machine or recording as our telephone lines are connected to live people 24-hours a day, 7- days a week. Furthermore, Lyons Security Service, Inc. will provide the RSSP with one-on-one management staff support capable of responding immediately to any questions, comments, or concerns that may arise throughout the term of contract.
  
- H. **Security Officer's Duty:**
  - a. The Security Officer will be a certified Security Officer equipped with a radio or cellular phone, a Lyons uniform and Lyons identification bade to safeguard the property of the Client, employees and patrons.
  - b. Lyons will patrol the grounds during contracted hours, 6 patrols per night, 7 nights per week.
  - c. Protect against vandalism, theft or any acts of aggression toward the building and surrounding property, the personal property of the tenants and employees, and the tenants and employees' well-being.

- d. Challenge any intruder suspected of the above acts and notify the local authorities for assistance.
- e. Submit to the RSSP point of contact a daily activity report and an incident report as required for any actions requiring police or medical personnel involvement.
- f. Patrol driver will make random stops throughout the night, talk with owners, check for any graffiti and hand out any notices as necessary.
- g. Collect Notice of Agency forms from owners.
- h. Issue Trespass Notices as appropriate.

EXHIBIT B





## CONTRACT

This Agreement is entered on January 1, 2018 by and between the R Street Sacramento Partnership ("Partnership"), a California nonprofit corporation, and MMS Strategies ("Contractor"), collectively referred to as "the Parties."

### Recitals

- A. Contractor provides Administrative Support and Advocacy Services.
- B. The Partnership desires to hire Contractor to provide administrative support and advocacy services.
- C. The Partnership is the Owners' Association for the R Street Property and Business Improvement District ("PBID"), an assessment district created by the Capital Area Development Authority ("CADA"), which is governed by a Management District Plan ("Plan").

Now, therefore, the Parties agree as follows:

### Agreements

1. Services: The Partnership hereby engages Contractor to provide services to the Partnership as described in Exhibit A, and Contractor accepts such engagement. Services are subject to any amendments to the PBID Management District Plan. In performing services hereunder, Contractor shall observe and comply with all applicable laws, resolutions, codes, and regulations of government agencies, including all federal, state, municipal, and local governing bodies having jurisdiction over the scope of services. Contractor and any subcontractors hired by Contractor shall indemnify and hold harmless the Partnership from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with this Agreement, laws, resolutions, codes, and regulations.
2. Independent Contractor: In rendering services hereunder, Contractor shall be acting as an independent contractor, not as an employee or agent of the Partnership. As an independent contractor, neither the Contractor nor the Partnership shall have authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized in writing by the authorized representative of Contractor or the Partnership, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or implied to create a partnership. Contractor shall be responsible for payment of all federal, state, and local taxes payable with respect to all amounts paid to Contractor under this Agreement. The Partnership is aware that Contractor has other

clients for which it performs similar services. Contractor may, at Contractor's own expense, use employees or subcontractors as Contractor deems necessary to perform the services required by this Agreement. Contractor shall not use employees or subcontractors less than 18 years of age on work performed for Partnership.

It is further understood and agreed that Contractor must issue W-2 and 941 forms for income and employment tax purposes and withhold all necessary state and federal taxes for all of Contractor's personnel assigned under the terms and conditions of this Agreement. If Contractor uses subcontractors, it is agreed that Contractor will issue 1099 forms and ensure all IRS requirements are met.

3. Compensation: In consideration for services rendered by Contractor, the Partnership shall pay Contractor \$4000.00 per month. Exhibit A outlines the scope of work. Payment of all applicable federal, state, and local taxes shall be Contractor's and subcontractor(s)' sole responsibility.

4. Billing: Invoices shall be provided to the Administrator of the Partnership by the 5<sup>th</sup> of each month. Invoices submitted will be for work performed the prior month and include a detailed, dated work report. Payment shall be made to Contractor within 30 days. Invoices not received by the 6<sup>th</sup> will be paid the following month.

5. Confidential Information: Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Information so obtained shall not be divulged, furnished, or made accessible to third parties without written permission of the other party to this Agreement. The Partnership is required to abide by the Public Records Act. Should a request for information be made, the Partnership is legally required to provide such information in a timely fashion. Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over those business matters.

6. Duration: This Agreement shall commence on the date first written above and continue through December 31, 2019 unless extended or terminated pursuant to section 10d. Agreement may be extended by the Board of Directors for one (1) option year.

7. Indemnification: Contractor and any subcontractor agrees to indemnify, defend and hold harmless the Partnership, its officers, directors, members, agents, employees and representatives against any and all loss, claims, liabilities, damages, expenses, actions and costs (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by the Partnership in connection with any threatened, pending, completed, or future action or proceedings to which the Partnership is, or is threatened to be, made party arising in any manner from the negligent acts by Contractor, its officers, agents, employees, subcontractors, volunteers, or anyone directly or indirectly employed by any of them, regardless of whether caused in part by a party indemnified hereunder and whether or not Partnership reviewed, accepted or approved any service or work product performed or provided. The terms of this section are non-revocable and shall survive expiration or other termination of this Agreement.

8. Insurance Requirements:

a. Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Partnership that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Partnership. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

b. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement, subject to subparagraph "c" below. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(2) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *if Contractor has any employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

c. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the Partnership that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the Partnership as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

9. Licensing and Staffing: Contractor warrants that Contractor and all its employees and agents, including subcontractors, have all necessary licenses, permits, or both, as required by the laws of the United States, the State of California, the County and City of Sacramento, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this

Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitute grounds for termination of this Agreement by Partnership.

10. Miscellaneous:

- a. Entire Agreement: This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any and all prior agreements, oral or written, between the parties.
- b. Severability: If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provisions shall be deemed modified to the extent necessary to render them valid and enforceable, and if no modification shall render them valid and enforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.
- c. Amendment, Waiver, or Modification: No amendment, waiver, or modification of this Agreement shall be binding unless it is in writing, signed by both Parties, and dated subsequent to the date hereof. Performance of any work by Contractor and/or acceptance of payment by Contractor for work performed and/or work to be performed for the Partnership beyond the scope of this Agreement does not constitute acceptance by the Partnership of amendments or modifications to this Agreement, nor shall they be binding.
- d. Termination: Either party shall have the right to terminate this Agreement upon 30 days' written notice. Notwithstanding the foregoing, in the event the PBID is disestablished or not renewed by CADA, or in the event PBID funding is not provided to the Partnership for any reason or in the event Contractor (or Contractor employees/sub-contractors) are guilty of negligence, theft or malfeasance, the Partnership may cancel this Agreement effective immediately upon notice to Contractor.
- e. Timing: This Agreement will take effect January 1, 2018.
- f. Disputes: If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the applicable mediation rules of the American Arbitration Association before having recourse to a judicial forum.
- g. Notice: Notice may be given personally or by first-class mail to the parties at the addresses below. In the event of a change of address, the moving party shall be responsible for notifying the other party of the new address.



**If to Contractor:**

MMS Strategies  
520 Capitol Mall, Suite 280  
Sacramento, CA 95814  
michelle@mmsstrategies.com

**If to the Partnership:**

R Street Sacramento Partnership  
P.O. Box 162337  
Sacramento, CA 95816  
info@rstreetpartnership.com

- h. Assignment: This Agreement and the rights and obligations of the Parties hereunder shall not be assigned by either party without the prior written consent of the other party.
- i. Applicable Law: This Agreement shall be governed by the laws of the State of California. Any action arising out of or in connection to this Agreement shall be venued in the County of Sacramento.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

MMS Strategies

R Street Sacramento Partnership

By: \_\_\_\_\_  
Michelle Smira-Brattmiller  
Principal  
MMS Strategies

By: \_\_\_\_\_  
Bay Miry  
Board Chair  
R Street Sacramento Partnership

## **EXHIBIT A SCOPE OF SERVICES**

### **PBID Board Management**

Management of the PBID includes coordination of project tasks, Board meeting staffing, management of contracts and conducting research.

- Create and distribute Board meeting materials
- Ensure all Board meetings comply with the Brown Act and are noticed accordingly
- Attend Board meetings
- Follow up and complete Board action items
- Manage Board contracts
- Coordinate with committee chairs relevant to Board updates
- Coordinate outside contracts (i.e. legal counsel, insurance, banking, etc.)
- Prepare monthly budget reports
- Manage PBID website and updates

### **Advocacy**

For the PBID to best maximize its efforts, it will require the coordination and support of multiple agencies, community groups and stakeholders. Having relationships with key office holders who could be influential in the allocation of resources is important. With an ear to the ground, a presence around the City and a keen sense of political acuteness, we will help shape the public policy and perception necessary to move forward.

- Monitor City Council, Board of Supervisors, SACOG and other relevant agency agendas
- Work to leverage and maximize funding for the PBID
- Represent the RSSP on the Business Coalition
- Work with other PBID's on coordinated efforts
- Attend and speak, when appropriate, on items of interest to the RSSP
- Serve as media spokesperson, handling all media inquiries, pitching stories when appropriate and outreach to journalists
- Monitor state legislation
- Draft letters of support/ opposition where appropriate

EXHIBIT B





**Subject:**

You're Invited: Central City Impact Fee Public Workshop

# You're Invited: Central City Impact Fee Public Workshop

We would like to invite you to participate in our public workshop on December 19, to discuss the proposed Central City Impact Fee. This fee is part of our Central City (formerly Downtown) Specific Plan, and would pay for impacts to local transportation, utility, police, and fire infrastructure. The proposed fee is for, and would be assessed on, new development in the plan area.

During the meeting, staff will be present to answer any questions you may have and gather your feedback on the fee. Light refreshments will be provided.

**What:** Stakeholder Meeting on the proposed Central City Impact Fee

**Where:** 300 Richards Blvd (2nd Floor – Room 221)

**When:** Tuesday, December 19, 12:00-1:30 p.m.

**Purpose:** To seek feedback on the proposed Central City Impact Fee

## **Key Benefits of the Central City Impact Fee**

- Greater predictability for current and future infrastructure.
- Mechanism for developers to be reimbursed for eligible utility costs.
- Inclusion of Grid 3.0 funding for various modes of transportation:
  - Makes the plan area more attractive to current and future residents.
  - Provides bike, pedestrian, and transit infrastructure necessary for mobility of existing and new residents.
  - Reduces parking demand.
- Inclusion of Police and Fire funding for enhanced public safety facilities.

## **Key Dates**

**Planning and Design Commission Review and Comment** – January 25, 2018

**Planning and Design Commission Hearing** – February 8, 2018

**City Council Hearing** – February 27, 2018

For more information, or if you are unable to attend and would like additional information, call 916-388-3337.

