



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



4

January 23, 1990

Budget and Finance Committee
of the City Council
Sacramento, CA

Honorable Members in Session:

SUBJECT: Approval of an Individual Project Agreement Related
to Central Library Expansion Project Artwork

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the Redevelopment Agency of the City of Sacramento.

RECOMMENDATION

The staff recommends approval of the attached resolution approving the agreement.

Respectfully submitted,

ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COMMITTEE:

for: JACK R. CRIST
Deputy City Manager

Attachment



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



January 30, 1990

Redevelopment Agency of the
City of Sacramento
Sacramento, California 95814

SUBJECT: Approval of an Individual Project Agreement related to
Central Library Expansion Project Artwork

SUMMARY

This report recommends that the Executive Director be authorized to execute an individual project agreement (IPA) with the Sacramento Metropolitan Arts Commission (SMAC) for administration of two art projects, which are part of the Central Library Expansion Project.

BACKGROUND

The City of Sacramento and the Agency entered into a Memorandum of Understanding on August 18, 1982, regarding the implementation of artwork as a part of Agency projects. Agency staff now wish to employ City expertise in the execution of two art projects as a part of the Central Library Expansion project.

The first project is the balcony railings on the second and third floor of the galleria. The railings will be of a durable metal material and will be coordinated with the other art projects in the galleria. The second project is the Central Library charge desk. The structure and the interior of the desk will be constructed by a carpenter. The artwork area will be the exterior walls of the desk.

Three artists for each project will be selected as finalists by a jury panel convened by SMAC. The finalists will then prepare proposals, and one will be selected by the jury panel to implement each project.

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FINANCIAL DATA

The total amount of the IPA will be \$159,040 for the following:

Balcony Rail Artwork	\$117,000
SMAC Administration for Balcony Rail	14,040
Charge Desk Artwork	25,000
SMAC Administration for Charge Desk	<u>3,000</u>
Total Contract Amount	\$159,040

The developer of the Library Project office tower, LPT Associates, agreed under the terms of the disposition and development agreement to contribute \$100,000 to the Agency's art budget. The total budget for artwork, including the developer's contribution, is \$544,000. Upon approval of the subject IPA, \$520,530, will have been committed. The Agency budget should be amended to show the receipt and allocation of the \$100,000 to the project art budget. Allocations among the various art projects are as follows:

Glass sculptures, library and galleria	\$230,400
Artistic floor treatments, library and galleria	131,090
Balcony rail and charge desk	<u>159,040</u>
	\$520,530

The funds remaining will be allocated to artist created light fixtures in the galleria forecourt facing 9th Street, and ventilation grills to be located on the back side of the library facing 8th Street.

POLICY IMPLICATION

The recommended action is consistent with Agency policies and procedures related to execution of art projects.

MBE/WBE EFFORTS

SMAC complies with City policies regarding MBE/WBE utilization in the selection of artists for all projects it administers.

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ENVIRONMENTAL REVIEW

An Environmental Impact Report was prepared and certified for this project on August 4, 1987. Pursuant to Title 14, California Administrative Code, Section 15162, the Environmental Coordinator has determined that there are no substantial changes in the project or in the circumstances under which the project is to be undertaken and that the project involves no new impacts not considered in the previous EIR. Therefore, no further environmental documents are required.

VOTE AND RECOMMENDATION OF COMMISSION

At its meeting of January 22, 1990, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolution. The votes were as follows:

AYES:

NOES:

ABSENT:

RECOMMENDATION

The staff recommends approval of the attached resolutions which authorize the Executive Director and the City Manager to execute a contract between the Agency and Sacramento Metropolitan Arts Commission, attached as Exhibit "A," for the art project as described above.

Respectfully submitted,



ROBERT E. SMITH
Executive Director

RES/WS:cmc

TRANSMITTAL TO COUNCIL:

WALTER J. SLIPE
City Manager

Contact Person: Wendy Saunders, Associate Planner
440-1355

0813C

(3)

RESOLUTION NO.

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____

AGREEMENT WITH CITY FOR ADMINISTRATION OF CENTRAL LIBRARY EXPANSION PROJECT ART PROJECTS AND BUDGET ALLOCATION

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1: The Executive Director is authorized to execute the attached agreement with the City of Sacramento.

Section 2: In accordance with the Amendment to Disposition and Development Agreement ("DDA") between LPT Associates, a California Limited Partnership and Agency dated April 11, 1989, the Agency is authorized to amend the budget to accept \$100,000 from LPT, a California Limited Partnership, for allocation to the Art in Public Places project (B00881) under the DDA.

CHAIR

ATTEST:

SECRETARY

1100WPP2(481)

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

AGREEMENT WITH CITY FOR ADMINISTRATION OF
CENTRAL LIBRARY EXPANSION PROJECT
ART PROJECTS: BALCONY RAIL AND CHARGE DESK

BE IT RESOLVED BY THE CITY COUNCIL OF SACRAMENTO:

Section 1: The City Manager is authorized to execute the attached agreement with the Redevelopment Agency of the City of Sacramento.

MAYOR

ATTEST:

CITY CLERK

1100WPP2(481)

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

INDIVIDUAL PROJECT AGREEMENT
CENTRAL LIBRARY EXPANSION PROJECT
Balcony Rails & Charge Desk

THIS AGREEMENT is entered into as of _____, 1990, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, (hereinafter "Agency") and the CITY OF SACRAMENTO, COMMUNITY SERVICES, METROPOLITAN ART DIVISION (Hereinafter "City").

Recitals

WHEREAS, the City and Agency have entered into a certain Memorandum of Understanding as of August 18, 1982, relating to the execution of agreements for aesthetic improvements by and between the City and the Agency; and

WHEREAS, the Agency desires to utilize the staff expertise of the City in accomplishing certain aesthetic improvements; and

WHEREAS, the Agency has determined that it has sufficient funding to accomplish the improvements set forth herein.

NOW, THEREFORE, the parties agree and covenant as follows:

1. The City will administer the design, and have a contractor construct and install the improvements ("Improvements") set forth in Exhibit "A" attached and incorporated herein by reference.

2. The total compensation to be paid by Agency to City for such Improvements shall not exceed ONE HUNDRED FIFTY NINE THOUSAND FORTY DOLLARS (\$159,040), including all necessary administrative costs, consultant costs, equipment costs and contingency reserves. Administrative costs shall not exceed the amounts set out in Paragraph 5 below.

3. Prior to the design, construction and installation of the Improvements, such work shall be approved by the Agency and shall follow the procedural steps set forth in Exhibit "B" attached and incorporated herein by reference. The Improvements shall be completed prior to completion of the Library Galleria.

4. The Improvements, which are located upon land owned or controlled by Agency ("Agency Land"), shall be constructed according to existing City Ordinances, regulations and standards for such improvements and shall be accomplished in such manner and with the use of such forces as are reasonably necessary and appropriate; provided, however, that in no event shall Agency's liability to City by reason of City's activities hereunder exceed the compensation amount in Paragraph 2 of this Agreement.

5. City has established a budgeted line item breakdown of the Compensation as follows:

	<u>Balcony Rails</u>	<u>Charge Desk</u>
Construction	\$ 117,000	\$ 25,000
Administration	<u>14,040</u>	<u>3,000</u>
	\$ 131,040	\$ 28,000

6. Upon the Agency's approval of the work for the Improvements, Agency shall pay, and City shall accept, the compensation in full upon submittal of one invoice.

7. If Agency should terminate this Agreement because the work cannot be accomplished for the compensation amount, Agency agrees to reimburse City for all of its reasonable and actual expenses compensable under this Agreement and incurred prior to such termination, excluding the City's administration costs. Such reimbursement shall not exceed the compensation amount.

8. As to Improvements located upon City-owned land, City shall have the right to make such changes affecting the work as seem in its discretion reasonable and appropriate, so long as such changes do not adversely or significantly affect the work on the Agency land or the visual design of such work. As to Improvements upon Agency land, Agency shall have the absolute right to review and approve changes to the work before such work is performed, except for those changes in the judgment of the City, (1) which are necessary to prevent interruption of the work which would result in a substantial increase in cost to the Agency; or (b) which are necessary to prevent substantial and immediate damage or injury, or further damage or injury to persons or property. City shall have the right to expend funds from one of the Budget line item categories set forth in Paragraph 5 of this Agreement for the purpose specified in another of such categories upon the exhaustion of funds for the former category, provided that City reasonably believes that all of the Improvements can be accomplished and completed for the compensation amount. City shall notify Agency immediately upon City's determination that it is not reasonably probable that the specified improvement can be accomplished and completed for the compensation amount.

9. Agency reserves the right to terminate this Agreement at any time if Agency determines, in its sole discretion, that all the work specified in Exhibit "A" cannot be fully accomplished or completed for the amount of compensation stated in Paragraph 2 of this Agreement. Agency shall have the further right to continue this Agreement, obtain an increased appropriation of funds, and thereafter, Agency shall pay as compensation only actual artist fees to have been paid under City's original agreement with the artist, and actual costs of construction and installation of the Improvements.

10. City shall hold harmless, defend and indemnify Agency, its officers, directors, employees and agents, from any claims, damages, attorney's fees, or court costs arising from the performance of City, its agents and subcontractors, of City's obligations under this Agreement. Agency shall hold harmless and indemnify City, its officers, agents and employees, from the performance by Agency or its agents of Agency's obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

APPROVED AS TO FORM:

General Counsel

By _____
ROBERT E. SMITH
Executive Director

APPROVED:

CITY MANAGER

Finance Department

WALTER J. SLIPE

Cost Code: A00881 / B00881
(\$82,444) / (\$76,596)
Org.: 6300
Account: 4898

ATTEST:

APPROVED:

City Clerk

ORGANIZATION

APPROVED AS TO FORM:

City Attorney

0805C

PROJECT DESCRIPTION

Location of Project:

800 "I" Street
Central Library

Sacramento, California 95814

Description of Improvements:

City shall administer the design and obtain the construction of two projects for the Central Library Expansion Project. The first shall be balcony rails for the second and third floors of the galleria. The second shall be artistic treatments to the central charge desk located within the Library. Such projects will be selected and installed with the prior written approval of the Agency pursuant to the guidelines established in the Memorandum of Understanding between Agency and the City of Sacramento authorized by the Redevelopment Agency of the City of Sacramento on July 6, 1982. Said projects shall be in accordance with and shall complement architectural plans for construction and rehabilitation of said Library and Galleria.

0805C

FLOW CHART

