

## **RESOLUTION NO. 2009-101**

Adopted by the Sacramento City Council

February 24, 2009

### **AUTHORIZING THE SACRAMENTO ARCHIVES AND MUSEUM COLLECTION CENTER (SAMCC) TO EXECUTE A DEED OF GIFT AND CURATION AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND THE STATE OF CALIFORNIA FOR ACCESSION AND CURATION OF EAST END PROJECT DOCUMENTS AND ARTIFACTS**

#### **BACKGROUND**

- A. In the Spring of 2000 the State of California Department of General Services Real Estate Division began a multi-year construction project called the "Capitol Area East End Complex Project".
- B. Upon review by State of California archaeologists, it was determined that the 21 historically significant archaeological features and materials recovered from the site may have lasting historic significance to the region and the State.
- C. The State of California lacks appropriate storage facilities and trained personnel to completely evaluate, recondition, accession, maintain and make available to the public the materials recovered.
- D. Pursuant to the proposed Deed of Gift and Curation Agreement, the State of California proposes to pay SAMCC \$550 per box (157 boxes) for a total of \$86,350. As part of the agreement the fees paid to the City are to be used solely for the operation of the Sacramento Archives and Museum Collection Center.
- E. The purpose of accessioning items is:
  - 1. To develop high quality collections,
  - 2. To preserve and expand the appreciation of the material culture of the region,
  - 3. To provide care for recovered artifacts,
  - 4. To provide interpretation for future study and/or exhibition.
- F. The acceptance of items consisting of both artifacts (physical, three-dimensional items) and documents is a usual and necessary element of archival collection maintenance as well as museum collection management.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

Section 1. Authorize the City Manager, or his designee, to execute a Deed of Gift and

Curation Agreement between the City of Sacramento and the State of California accepting artifacts and documents recovered during the Capitol Area East End Complex excavation into the City's permanent collection for curation.

Section 2. Authorize the City Manager, to establish a multi-year operating project for the \$86,350 in funding included the Deed of Gift and Curation Agreement for the care and maintenance of the artifacts.

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Exhibit A- Proposed Curation Agreement with State of California

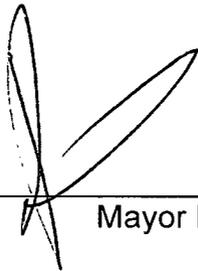
Adopted by the City of Sacramento City Council on February 24, 2009 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.



\_\_\_\_\_  
Mayor Kevin Johnson

Attest:



\_\_\_\_\_  
Shirley Concolino, City Clerk

RECORDING REQUESTED By and for the  
Benefit of the State of California

When Recorded Mail Document  
and Tax Statement To:

NO FEE DOCUMENT, per Government Code 6103  
APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF GIFT AND CURATION AGREEMENT  
BETWEEN THE CITY OF SACRAMENTO AND THE STATE OF CALIFORNIA,  
DEPARTMENT OF GENERAL SERVICES**

**THIS DEED OF GIFT AND CURATION AGREEMENT** ("Agreement") is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("City"), and the **STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES, RESD/PSB/ESS** ("State").

**RECITALS**

- A. The purpose of this Agreement is to transfer ownership of the Capitol Area East End artifact collection (hereinafter "Collection") from the State to the City for the maintenance and curation of the Collection by the City.
- B. The Collection was discovered by the State during construction of the Capitol Area East End Complex in Sacramento, California.
- C. The collection consists of 157 boxes of archaeological materials dating to the 1890s. The parties agree that the Collection has lasting historic significance to the region and the State.
- D. The State lacks appropriate storage facilities and trained personnel to completely evaluate, recondition, accession, maintain and make available to the public the Collection.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **Gift.** The State irrevocably and unconditionally gives, transfers, and assigns to the City, for the Sacramento Archives and Museum Collection Center, by way of an unrestricted gift, all rights, title and interests, in, to and associated with the Collection. The State affirms that it owns the Collection and that to the best of its knowledge, it has good and complete right, title and interests to give.
2. **Curation.** The City agrees it will maintain and curate the Collection in perpetuity. The City's Manager of the Sacramento Archives and Museum Collection Center (hereinafter "Manager") shall serve as curator for the Collection. The City agrees it will provide a City facility as a repository for the Collection and that the Collection will remain segregated from other collections held by the City.

3. **Transfer of Collection.** The State shall transfer the Collection to the City in a single transfer no later than \_\_\_ days from the execution of this Agreement. The Collection shall be transferred in individual archive's boxes, where possible. The costs of the transfer shall be incurred by the State.
4. **Consideration.** In consideration for the curation of the Collection, the State shall pay to the City five-hundred and fifty dollars (\$550.00) per archive's box. The parties estimate the transfer of 157 boxes for a total payable to the City of \$86,350.00. It is understood that the fees paid to the City are to be used solely for the operation of the Sacramento Archives and Museum Collection Center. The total amount due to the City shall be paid upon transfer of the Collection to the City.
5. **Excepted Artifacts.** The State shall not transfer, and the City will not accept, any artifacts that are "Cultural Items" as defined in the Native American Graves Protection and Repatriation Act, ("NAGPRA") 25 U.S.C. §3001(3), as amended. The State shall determine whether an artifact falls within the definition of Cultural Items prior to transfer of the Collection to the City. Notwithstanding the foregoing, the City may accept archaeological and other artifacts provenienced or relating to Northern California or other California localities upon approval of the Manager.
6. **NAGPRA Certification.** The State is responsible for certifying NAGPRA compliance.
7. **Pre-Transfer Certification.** Before an artifact is accepted the City, the State must certify in writing, in the form attached as Exhibit A hereto, that: (a) the Collection has been examined for the presence of human remains, funerary objects, items that are known or believed to be sacred, materials that may be defined as items of cultural patrimony; and (b) all such items have been removed in their entirety from the Collection prior to its transfer to the City. If such items are discovered in Collections that are offered to the City, the Manager will not accept them and will notify the State that the entire Collection must be re-examined and the classes of materials removed. Collections may be re-submitted for transfer after the conditions set forth in this section have been met. The certification will become a part of the Collection's permanent documentation. No materials or artifacts will be accepted by the City without this certification.
8. **Exception for Artifacts Requiring Special Handling.** The City will not accept artifacts requiring a controlled environment, special care of equipment, or conservation treatments, such as climate, humidity, or temperature controls, insect-proof storage cabinets, chemical applications, etc.
9. **Exception for Chemically Treated Artifacts.** The City will not accept any materials or artifacts that have been treated with pesticides or other potentially dangerous chemicals.
10. **Provenence Information.** The State agrees to provide provenence information for all materials and artifacts transferred to the City at the time of transfer in accordance with applicable Society for Historical Archaeology Standards and Guidelines for the Curation of Archaeological Collections attached hereto as Exhibit B (hereinafter "Standards").
11. **Collection Report.** The State agrees to provide at the time of transfer of the Collection, a hard copy of the final report entitled *A Capitol Neighborhood: The Archaeology of the*

*Capitol Area East End Complex Project, Sacramento, California* printed on acid free paper describing, analyzing, or interpreting Collection materials and artifacts. A copy of this report shall also be submitted to the North Central Archaeological Information Center of the California Archaeological Inventory.

**12. Pre-transfer Preparations.** The State agrees to clean, label and catalogue all materials and artifacts before they are transferred to the City in accordance with the Standards.

**13. Collection Packing.** The State agrees to pack the Collection in standard museum quality, acid-free archive boxes (15"x12"x10") which will be packed and labeled in accordance with the Standards.

**14. Representatives.** The representatives for this Agreement are:

City:

Marcia Eymann, Manager, History and Science Division  
Sacramento Archives and Museum Collection Center  
551 Sequoia Pacific Blvd.  
Sacramento, California 95814-0229  
Office: (916) 264-7072 Fax: (916) 264-7582  
Email: [meymann@cityofsacramento.org](mailto:meymann@cityofsacramento.org)

State:

Teresa Kaneko, Project Director III  
Department of General Services, Real Estate Division  
707 Third Street  
West Sacramento, CA 95606  
Office (916) 376-1600 Fax: (916) 376-1606  
Email: [Valerie.keisler@dgs.ca.gov](mailto:Valerie.keisler@dgs.ca.gov)

**15. Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

**16. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by State, and by City, in accordance with applicable provisions of the Sacramento City Code.

**17. Assignment Prohibited.** The State shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

18. **Authority.** The person signing this Agreement for the State hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of the State and to bind the State to the performance of its obligations hereunder.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
**a Municipal Corporation**

By: \_\_\_\_\_  
RAY KERRIDGE,  
City Manager

\_\_\_\_\_ STATE

*(Check one):*

APPROVED TO AS FORM: