

RESOLUTION NO. 92-070

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF AUG 25 1992

FUNDING OF CROCKER ART MUSEUM PHASE III MASTER PLAN

WHEREAS, the City Council approved a Crocker Art Museum Master Plan of which Phases III and IV remain yet to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1: The Executive Director is authorized to execute an agreement with the Crocker Art Museum Association (CAMA) in the form of Attachment I to provide technical support and funding in the amount not to exceed \$270,000 in connection with the design development documents of Phase III of the Crocker Art Museum Master Plan.

Cecilia Ruedin
CHAIR

ATTEST:

Patricia A. Burrows
SECRETARY

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 92-070

DATE ADOPTED: AUG 25 1992

**AGREEMENT TO PROVIDE FUNDING FOR
PHASE III OF THE CROCKER ART MUSEUM MASTER PLAN**

THIS AGREEMENT is entered into as of _____, 1992 by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, (hereinafter "Agency") and the CROCKER ART MUSEUM ASSOCIATION (hereinafter "CAMA").

Recitals

WHEREAS, CAMA desires to utilize Agency staff members in assisting with the implementation of Phase III of the Crocker Art Museum Master Plan ("Phase III Master Plan, Scope of Work"), attached hereto as Exhibit 1; and

WHEREAS, the Agency has agreed to and has set aside sufficient funding to implement the Phase III Master Plan; and

WHEREAS, pursuant to existing federal and state law, the Agency is authorized to provide funding for eligible redevelopment projects and activities located within the boundaries of a designated redevelopment project area; and

WHEREAS, the Crocker Art Museum is located within the Merged Downtown Sacramento Redevelopment Area; and

WHEREAS, the funds so allocated are to be paid to CAMA and used by the CAMA for the sole purpose of the Phase III Master Plan project; and

WHEREAS, the funding and assistance provided by the Agency are a critical component of the Crocker Art Museum's Master Plan to revitalize and increase the Crocker Art Museum's capacity and services in the years to come.

NOW THEREFORE, the parties agree and covenant as follows:

1. This Agreement shall commence on the date of execution and shall terminate five years from the date of execution or the completed implementation of Phase III of the Crocker Art Museum Master Plan, whichever date is later. This Agreement may be extended or terminated only by the terms of this Agreement, by operation of law or by mutual agreement in writing between the Agency and CAMA.
2. CAMA will be the lead agency in the implementation of the Phase III Master Plan.

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3. The Agency will assist CAMA staff members with the selection of various professional consultants required to complete Phase III Master Plan. However, CAMA shall have the sole authority to select such consultants.
4. The Agency will provide the necessary technical staff members as determined by the Agency in its sole discretion to guide and assist with the planning and development of the Phase III Master Plan. All such technical staff members of Agency shall remain the employees of Agency, and all compensation and employee benefits of those staff members shall continue to be paid and or provided by Agency.
5. CAMA staff members, with the assistance of City staff members, have established a budgeted line item breakdown of the cost to complete the Phase III Master Plan as follows. It is understood by both parties that the designated line items are estimates and that adjustment between line items are allowable as long as the total budget is not exceeded.

Consultants:

Predesign studies	\$ 50,000
Programming	54,208
Civil Engineering	20,000
Architect(s)	100,000
Production expenses	2,500
Contingency	<u>43,292</u>
TOTAL	\$270,000

6. Agency shall pay, and CAMA shall accept payment within 30 days following receipt of monthly billings. The billing statement shall contain an original statement from the consultant or vendor seeking payment. Markups or other billings covering CAMA staff member's cost will not be considered.
7. It is expressly understood and agreed that in no event shall the total compensation to be paid under this Agreement exceed the maximum sum of TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000). CAMA agrees that upon exhaustion of these funds, that a full and complete set of presentation documents will be developed sufficient in nature to support a full scale fund raising effort for the eventual construction of the Phase III Master Plan.
8. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination CAMA shall be compensated for: (a) all costs and expenses it has expended up until the date of termination and (b) all costs and expenses it has incurred pursuant to Agency approved sub-contracts or assignments for work performed up until the date of termination.

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9. (a) CAMA shall hold harmless and defend Agency, its officers, directors, employees and agents, from any claims, liabilities or costs of any kind whatsoever including any and all attorney's fees and costs for any injury or damages to persons or property arising from the performance by CAMA, its agents and subcontractors, of CAMA's obligations under this Agreement.

(b) Agency shall hold harmless and defend CAMA, its officers, directors, employees and agents, from any claims, liabilities or costs of any kind whatsoever including any and all attorney's fees and costs for any injury or damages to persons or property arising from the performance by Agency, its agents and subcontractors, of CAMA's obligations under this Agreement.
10. In exchange for the Agency's services, CAMA agrees to 1) make available "artwork" to the Agency's homeless facilities and 2) provide art appreciation activities for residents, primarily children, residing in Agency public housing facilities for a period of five years from the date of execution of this Agreement, all as described in Exhibit 2, attached hereto.
11. CAMA shall maintain full and accurate records with respect to all matters covered under this Agreement. The Agency shall have free access at all reasonable time to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents proceedings, and activities.
12. Any amendments to the terms and provisions of this Agreement will be invalid and of no effect unless in writing signed by Agency and CAMA.
13. The Agency shall not be obligated or liable hereunder to any party other than CAMA.
14. In no event shall the making by the Agency of any payment to CAMA constitute or be construed as a waiver by the Agency of any breach of covenant, or any default which may then exist on the part of CAMA, and the making of any such payment by the Agency while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Agency in respect to such breach or default.

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15. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Agency:

Redevelopment Agency of the City of Sacramento
c/o Sacramento Housing and Redevelopment Agency
Ken Stroth, Assistant Director, Community Development
630 I Street
Sacramento, California 95814

CAMA:

Crocker Art Museum Association
Barbara Gibb
Director
216 O Street
Sacramento, California 95814

16. CAMA, for all purposes under this Agreement, shall be an independent Contractor and shall maintain any and all licenses required by law for the performance of CAMA's obligations hereunder.
17. This Agreement shall not be assigned in whole or in part, by subcontract or otherwise without the prior written approval of the Agency. CAMA shall be as fully responsible to the Agency for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall insert into each subcontract the following language:

"This *subcontract* may be terminated by CAMA for cause or convenience upon five days written notice. In the event of such termination, *subcontractor* shall be

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compensated for all costs, expenses and services its has expended up until the date of termination on a pro rata basis."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four original counterparts as of the day and year first above-written.

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO

Agency Attorney

By: _____

CROCKER ART MUSEUM ASSOCIATION

JOHN E. MOLLOY
Executive Director
630 "I" Street
Sacramento, CA 95814

By: Maria Kaufman
Chairperson

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EXHIBIT 2 _____

CAMA will conduct a program entitled ARTWORKS! The project will include a series of workshops directed to target audience of youth residing in neighborhood housing projects. The project will be coordinated by CAMA staff in association with SHRA staff and Sacramento City Recreation staff.

The project will be introduced as a pilot program as part of the attached contract. Future growth and expansion of the program will be contingent on the availability of funding.

Six week pilot programs will commence during the summer of 1992 at the New Helvetia and River Oaks sites. CAMA will hire staff and provide materials for workshops. Art work resulting from the program will be available for display in housing projects.

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NOT TO BE CONSIDERED PART OF THE BASIC CONTRACT

CONSTRUCTION MANAGEMENT

FINANCE

Ken Stroth

Account: 4898

Org.: 6300

Cost Center: B00881

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