

# RESOLUTION NO. 90-007

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF January 30, 1990

## 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)

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 90-007

DATE ADOPTED: JAN 30 1990

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.

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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

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PROJECT DESCRIPTION

Location of Project:

800 "I" Street  
Central Library

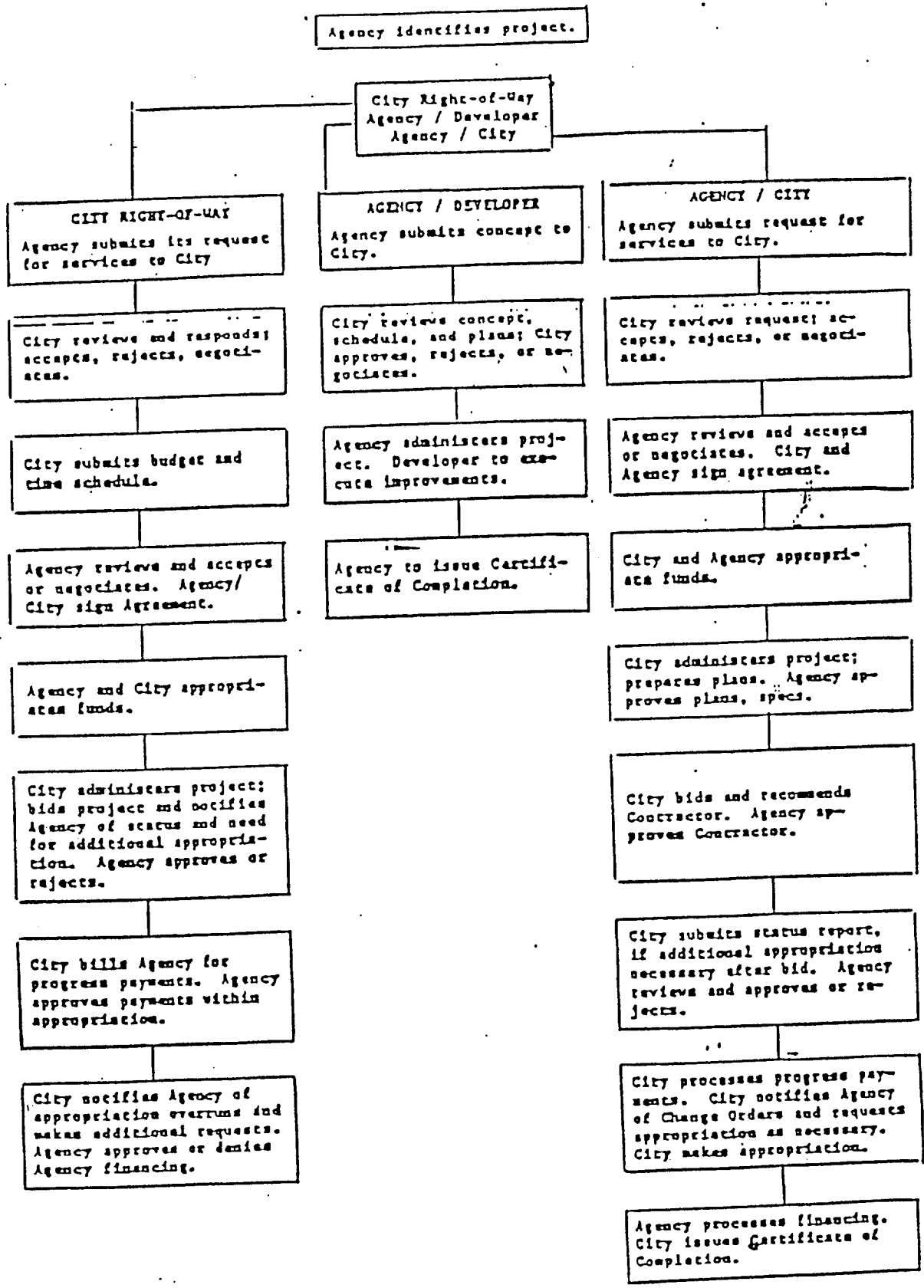
Sacramento, California 95814

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



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