

PROJECT NAME: ArtScapes Grant Agreement  
DEPARTMENT: Convention, Culture and Leisure  
DIVISION: Sacramento Metropolitan Arts Commission

## **ARTSCAPES GRANT AGREEMENT**

THIS AGREEMENT ("Agreement") is made at Sacramento, California, as of \_\_\_\_\_, between the CITY OF SACRAMENTO ("City"), acting by and through the SACRAMENTO METROPOLITAN ARTS COMMISSION ("SMAC"), and Bruce Forman. The City and Grantee shall be referred to herein collectively as the "Parties" and individually as "Party."

### **RECITALS**

This Agreement is entered into by and between the Parties in consideration of the following:

- A. The City would like to develop and promote its community artistic, musical, cultural, civic, and other resources and attributes.
- B. Grantee has experience developing and promoting the cultural resources and attributes of the City.
- C. The City would like to retain Grantee to develop and promote the various cultural resources and attributes of the City.

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

- 1. TERM. This Agreement shall be effective as of February 5, 2008 and end March 1, 2009.
- 2. NOTICE. Notices to the parties as provided by this Agreement shall be given by United States mail, postage prepaid as follows:

To City:

Sacramento Metropolitan Arts Commission  
2030 Del Paso Blvd.  
Sacramento, CA 95815  
Attn: Anja Aulenbacher

To Grantee:

Bruce Forman  
3932 Minnesota Avenue  
Fair Oaks, CA 95628

Notice shall be deemed to have been served when it is deposited in the United States mail, postage prepaid, and addressed as above prescribed.

- 3. DESCRIPTION OF PROJECT. Grantee shall complete the project described in Exhibit A to this Agreement ("Project").
- 4. PAYMENT SCHEDULE. City agrees to pay Grantee, in consideration of Project completion, and Grantee agrees to accept in full satisfaction

thereof, the sum of THREE THOUSAND, EIGHT HUNDRED, SEVENTY-FIVE DOLLARS (\$3875) payable as follows:

A. \$1937.50 upon:

1. the effective date of the Agreement; and
2. submission of a completed invoice in a form approved by the City.

B. \$1937.50 upon:

1. completion of the Project;
2. receipt of a completed invoice in a form approved by the City;
3. Receipt of Final Report and Budget in the form provided on the SMAC grants website, [www.smacgrants.org](http://www.smacgrants.org) C.

Payments are subject to SMAC staff approval.

5. NO JOINT VENTURE: This Agreement shall not create between the Parties a joint venture, partnership, or any other relationship of association.
6. NO GRANT OF AGENCY: Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this Agreement, to bind the other Party to any obligation whatsoever.
7. ASSIGNMENT. This Agreement is not assignable by Grantee in whole or in part without express consent of the City.
8. ENTIRE AGREEMENT. This document contains the entire agreement between the Parties concerning the Project 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 Grantee and by City, in accordance with applicable provisions of the Sacramento Municipal Code.
9. SUCCESSORS. This Agreement shall bind the successors of City and Grantee in the same manner as if they were expressly named. Waiver by either Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.
10. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, rules, and regulations governing its conduct.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by either Party upon thirty (30) days written notice to the other Party.
12. PAYMENT. Payments made by City hereunder shall be used exclusively for the purposes set forth in Exhibit A. Grantee expressly agrees that no funds paid by City hereunder shall be used directly or indirectly for any other purposes.
13. NONDISCRIMINATION. In completing Project, employing personnel, or in any other respect of this Agreement, Grantee shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.
14. RECORDS. Grantee shall keep all necessary books and records in connection with the services performed under this Agreement in order that City may properly audit all expenditures made pursuant hereto. Grantee further agrees that the City shall have access, at all reasonable times, to the books, records, and accounts kept by Grantee in connection with all monies expended under this Agreement, for the purpose of making an audit of all expenditures made by Grantee in the performance of this Agreement.
15. GRANTEE agrees to provide a component within Grantee's Project open to the general public. For any performance or event resulting from Grantee's acceptance of this grant, a minimum two complementary tickets will be made available to SMAC for the purpose of assessing compliance with Grant terms and conditions.
16. GRANTEE agrees to credit SMAC for the ArtScapes grant on all printed or internet materials generated during the grant cycle by using the SMAC logo and/or the text, "Funded (in part) by the Sacramento Metropolitan Arts Commission's ArtScapes Program with support from the City and County of Sacramento." Electronic versions of print and web-ready logo will be provided upon request. It is the Grantee's responsibility to request the logo. If there are no printed materials, credits are to be announced by Grantee verbally.
17. INDEMNITY: Grantee shall fully indemnify and save harmless City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including but not limited to, any fees, attorney fees and/or costs incurred by City's staff attorneys or outside attorneys and any fees and provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Grantee, its subcontractors or agents, and their respective officers and employees, in connection with the Project, whether or not the City, its officers or

employees reviewed, accepted or approved any service or work product performed or provided by the Grantee, and whether or not such Liabilities are litigated, settled or reduced to judgment.

18. OBLIGATION TO DEFEND: Grantee shall, upon City's request, defend at Grantee's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Grantee, its subcontractors or agents, and their respective officers and employees, in connection with the Project, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF SACRAMENTO:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
For Ray Kerridge, City Manager

Date: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED AS TO FORM:

GRANTEE ORGANIZATION:

  
\_\_\_\_\_  
Deputy City Attorney

  
Bruce Forman  
\_\_\_\_\_  
GRANTEE NAME

OR

BOT#: 155662

Fed ID #: \_\_\_\_\_

Date: \_\_\_\_\_ Date: Jan 10, 2008



## 1 - 2008-09 ArtScapes

### 6 - Application - 2008-09 ArtScapes - Bruce Forman ArtScapes

Status: Approved Submitted Date: 01/11/2008

## Primary Contact and Organization

### Primary Contact

Name: Mr. bruce forman  
Title:  
Phone: 916-536-0550  
Fax: 916-536-0266  
Email: beforman@yahoo.com  
Address 1: 3932 minnesota ave  
Address 2:  
City: fair oaks  
State: California  
Zip: 95628  
Country: United States

### Organization Information

Name: Bruce Forman  
Address 1: 3932 Minnesota ave  
Address 2:  
City: fair oaks  
State: California  
Zip Code: 95628  
Country: United States  
Main Phone:  
Main Fax:

## Project Summary

*Briefly summarize your proposal here. Describe the programs or project for which this grant is being requested. (Maximum 250 words)*

Crane Culture Theater is an un-incorporated, Sacramento-based performing arts group that seeks to advance public appreciation of various cultures and their connections to nature through theater; and specifically for this proposal, Jewish culture through the development of a new program, "The Never Ending Greening," an adaptation of the book by Neil Waldman. Through the use of storytelling, acting, dance and music, the show will reveal the hardship from persecution and determination of a Jewish family in their exodus from Lithuania and start of a new life in Israel during World War II. The story also reveals the importance of nature in the lives of this and other families. One boy in the story has a dream that the war-ravaged hillsides of his new homeland will once again be carpeted in green and thereby supporting wildlife and human benefits. The re-forestation of the countryside starts with one person, supported by his family, and comes to involve millions of children and adults from around the world. This new "Children's Forest" is a true story. Audiences of children and their families will come to see the determination and triumphs of the human spirit, the importance of one's actions, and the ripple effect that has touched the world to improve the plight of Jewish people and protect Israel's natural heritage.

This proposal seeks funds for the production of this theatrical program. The production will first be performed for local Jewish venues; synagogues, summer camp, and senior residence center for family day, and then expand to non-Jewish and public venues in the Sacramento area.

## TIMELINE

January 2008	secure rehearsal venues
February	call for auditions (seeaplay.com etc) Select set designer/fabricator, costume and mask fabricator, script revision, music planning
March 1-5	auditions, set development, costume planning
March 6-10	casting complete, script revision, set development, costume planning
March 11-31	music development, costume development, set construction, script revision, rehearsals
April	rehearsals, set completed, costumes completed, final script
May	performances
June	performances
July	performances
August	performances
September	performances
October	performances
December	final report

## Grant Proposal Budget

	Total Project Budget	Grant Request	Other Funds
Salaries, Fees, Operating Expenses	\$500	\$500	\$0
Artistic Personnel: full and part time	\$0	\$0	\$0
Administrative Personnel: full and part time	\$800	\$800	\$0
Tech./Prod. Personnel: full and part time	\$400	\$400	\$0
Outside Fees & Services	\$0	\$0	\$0
Other	\$0	\$0	\$0
<b>Sub-Total:</b>	<b>\$1,700</b>	<b>\$1,700</b>	<b>\$0</b>
Production	\$2,000	\$2,000	\$0
Office Rent	\$0	\$0	\$0
Facility Rent	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Printing	\$0	\$0	\$0
Postage	\$0	\$0	\$0
Telephone/Utilities	\$15	\$15	\$0
Equip Rental	\$100	\$100	\$0
Travel Expense	\$30	\$30	\$0
Maintenance & Repairs	\$0	\$0	\$0
Advertising, Marketing, Photography & Promotion	\$0	\$0	\$0
Insurance	\$0	\$0	\$0
Other	\$30	\$30	\$0
<b>Sub-Total:</b>	<b>\$2,175</b>	<b>\$2,175</b>	<b>\$0</b>
<b>Total Budget:</b>	<b>\$3,875</b>	<b>\$3,875</b>	<b>\$0</b>

Revenue Source	Amount
Product Sales (tickets/ admission, CD sales, tuition, etc.)	\$0
Other (grants, sponsorships, etc.)	\$0
<b>Total Revenue:</b>	<b>\$0</b>