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 COMMISSSION ("SMAC"), and Sacramento Vision. 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:	To Grantee:
Sacramento Metropolitan Arts Commission 2030 Del Paso Blvd. Sacramento, CA 95815 Attn: Anja Aulenbacher	Sacramento Vision Julia Stagg 3341 Barcon Way Sacramento, CA 95838

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 ONE THOUSAND, NIN HUNDRED, TEN DOLLARS ($1910.40) payable as follows:

A. $955.20 upon:

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

B. $955.20 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 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 Clerk

Date:_____

CITY OF SACRAMENTO:

By: _____
For Ray Kerridge, City Manager

Date: _____

APPROVED AS TO FORM:

Angela Casagrande
Deputy City Attorney

Date:_____

GRANTEE ORGANIZATION:
SACRAMENTO VISION

Julia Stagg
GRANTEE NAME

BOT#: 155742

OR

Fed ID #: _____

Date: 10 Jan. 08

Sacramento Metropolitan Arts Commission

1 - 2008-09 ArtScapes

81 - Application - 2008-09 ArtScapes - Sacramento Vision

ArtScapes

Status: Approved

Submitted Date: 01/11/2008

Primary Contact and Organization

Primary Contact

Name: Ms. Julia Stagg
Title:
Phone: 916-921-6449
Fax: 916-921-6449
Email: artpeoples@sbcglobal.net
Address 1: 3341 Barcon Way
Address 2:
City: Sacramento
State: California
Zip: 95838
Country: United States

Organization Information

Name: Sacramento Vision
Address 1: 3341 Barcon way
Address 2:
City: Sacramento
State: California
Zip Code: 95838
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)

Project summary:
We seek to place alongside traditional Sacramento historical paintings, those with an emphasis on the feminine aspect of the event; to visually express a fuller understanding of women's contributions to the city and state. A web page for the project as well as lectures (2 planned) and an exhibition of the project will create further dialog for our creative vision.

Timeline-
February 2008 Start grant period
Phase 1 of project-
Group starts research portion of project
Buy materials for project/ construct stretcher bars
Web site set-up

March April Phase 2 of project-
Meet with group to finalizes painting specifics
Each members starts on painting project
Outreach for exhibition/ lectures location begin
Research continues/ Marketing ideas researched

May June Phase 3 of project –
Painting project continues
Contact/ meet/ travel to possible exhibition locations

July August Phase 4 of project –
Painting project continues

September October Phase 5 of project –
Finish up on painting portion
Lecture on project (T.B.D.)
Lecture on project (T.B.D.)

November December Phase 6 of project –
January 2009
February March
Exhibition schedule of paintings (T.B.D.)
Lecture on project (T.B.D.)

Grant Proposal Budget

Salaries, Fees, Operating Expenses	Total Project Budget	Grant Request	Other Funds
Artistic Personnel: full and part time	$0	$0	$0
Administrative Personnel: full and part time	$86	$86	$0
Tech./Prod. Personnel: full and part time	$0	$0	$0
Outside Fees & Services	$175	$175	$0
Other	$0	$0	$0
Sub-Total:	**$261**	**$261**	**$0**
Production	$175	$175	$0
Office Rent	$0	$0	$0
Facility Rent	$0	$0	$0
Supplies	$160	$160	$0
Printing	$400	$400	$0
Postage	$164	$164	$0
Telephone/Utilities	$0	$0	$0
Equip Rental	$0	$0	$0
Travel Expense	$250	$250	$0
Maintenance & Repairs	$0	$0	$0
Advertising, Marketing, Photography & Promotion	$500	$500	$0
Insurance	$0	$0	$0
Other	$0	$0	$0
Sub-Total:	**$1,649**	**$1,649**	**$0**
Total Budget:	**$1,910**	**$1,910**	**$0**

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