

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 Fine Arts Festival of Elk Grove. 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:

Fine Arts Festival of Elk Grove
Nan Mahon
P.O.Box 1685
Elk Grove CA, 95759

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, THREE HUNDRED, FIFTY DOLLARS (\$3350) payable as follows:

A. \$1675 upon:

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

B. \$1675 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 OF SACRAMENTO:

City Clerk

By: _____
For Ray Kerridge, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

GRANTEE ORGANIZATION:

Angie Casop

Deputy City Attorney

FINE ARTS FESTIVAL of Elk Grove
Peterson Sanderson, Chairperson
GRANTEE NAME *Tah Mahon Vice-Chair*

N/A
~~BOT#:~~ _____

OR

Fed ID #: *22-3954856*

Date: _____

Date: *12/28/07*



1 - 2008-09 ArtScapes

87 - Application - 2008-09 ArtScapes - Fine Arts Festival of Elk Grove
ArtScapes

Status: Approved Submitted Date: 12/21/2007

Primary Contact and Organization

Primary Contact

Name: Ms. Nan Mahon
Title:
Phone: 916-478-4128
Fax:
Email: nannosecond@comcast.net
Address 1: P.O.Box 1685
Address 2:
City: Elk Grove
State: California
Zip: 95759
Country:

Organization Information

Name: Fine Arts Festival of Elk Grove
Address 1: P.O.Box 1685
Address 2:
City: Elk Grove
State: California
Zip Code: 95759
Country:
Main Phone: 916-478-4128
Main Fax:

Project Summary

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

The Fine Arts Festival of Elk Grove offers an opportunity for performers, artists and authors to showcase their work at a one day festival. This is a multicultural, multidisipline event that is presented free to the public. This festival seeks to provide enjoyment, exposure, and promte awareness of the arts. Designed to appeal to every age group, performers are selected with this in mind.

At a recent forum held by the City of Elk Grove, entitled Envision Elk Grove, the consensus was that the community desired more available arts programs. This Fine Arts Festival attempts to fulfill that need.

This festival creates a new venue for artists to present their work and perform before a rapidly growing community. More than 2,500 people attended the premire event last March. A survey of those attending the festival reflected a one hundred percent response that they would support a future arts event.

We are a non-profit, eight person ethnically diverse board with a host of volunteers, including the Elk Grove and Franklin Friends of the Library,American Author's Association, and the Elk Grove Artist Organization.

The 2008 Fine Arts Festival of Elk Grove is scheduled for Aug. 30, 2008 at Laguna Town Hall, Elk Grove.

Timeline:

Jan/Feb, 2008

Website will be up and running.

Call for Artist will be announced in newspapers and on web-site for visual artist.

Authors and Performers will be screened.

Insurance will be paid.

Contract for venue/site will be signed.

Contracts with performers and literary artist will be signed.

Mar/April, 2008

Equipment Rentals

Decorations

Publicity

Website will be more complete

May/June, 2008

Publicity will be widely distributed through various forms of media and mailers.

Site maps and area designations will be available to performers and workers.

Logistics for the event such as all people and equipment will be mapped out.

Set-up and take down will be arranged.

Collection of any fees and payments of all rentals and supplies will be done.

Volunteers will be assigned to various areas and/or disciplines.

July/Aug, 2008

Overview of project

Continue to advertise

Grant Proposal Budget

	Total Project Budget	Grant Request	Other Funds
Salaries, Fees, Operating Expenses			
Artistic Personnel: full and part time	\$9,000	\$3,000	\$6,000
Administrative Personnel: full and part time	\$0	\$0	\$0
Tech./Prod. Personnel: full and part time	\$0	\$0	\$0
Outside Fees & Services	\$650	\$0	\$650
Other	\$0	\$0	\$0
Sub-Total:	\$9,650	\$3,000	\$6,650
Production	\$0	\$0	\$0
Office Rent	\$0	\$0	\$0
Facility Rent	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Printing	\$350	\$350	\$0
Postage	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Equip Rental	\$0	\$0	\$0
Travel Expense	\$0	\$0	\$0
Maintenance & Repairs	\$0	\$0	\$0
Advertising, Marketing, Photography & Promotion	\$0	\$0	\$0
Insurance	\$700	\$0	\$700
Other	\$0	\$0	\$0
Sub-Total:	\$1,050	\$350	\$700

Total Budget:

\$10,700

\$3,350

\$7,350

Revenue Source

Product Sales (tickets/ admission, CD sales, tuition, etc.)

Other (grants, sponsorships, etc.)

Amount

\$0

\$6,000

Total Revenue:

\$6,000