

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 Obsidian Butterfly. 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:

Obsidian Butterfly  
Jennifer Dawn  
2216 G St # 7  
Sacramento, CA 95816

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 TWO THOUSAND, ONE HUNDRED, SIXTY-FIVE DOLLARS (\$2165) payable as follows:

- A. \$1082.50 upon:
  - 1. the effective date of the Agreement; and
  - 2. submission of a completed invoice in a form approved by the City.
  
- B. \$1082.50 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

OBSIDIAN BUTTERFLY   
Jennifer Dawn Criteser (sequoia)  
\_\_\_\_\_  
GRANTEE NAME

OR

BOT#: 155568

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

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

Date: 12/07



## 1 - 2008-09 ArtScapes

### 95 - Application - 2008-09 ArtScapes - Obsidian Butterfly ArtScapes

Status: Approved Submitted Date: 01/11/2008

## Primary Contact and Organization

### Primary Contact

Name: Ms. Jennifer Dawn  
Title:  
Phone: 916-505-5115  
Fax:  
Email: sequoia\_ravenmoon@yahoo.com  
Address 1: 2216 G St #7  
Address 2:  
City: Sacramento  
State: California  
Zip: 95816  
Country:

### Organization Information

Name: Obsidian Butterfly  
Address 1: 2216 G St #7  
Address 2:  
City: Sacramento  
State: California  
Zip Code: 95816  
Country: United States  
Main Phone: 916-505-5115  
Main Fax:

## Project Summary

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

I will be putting on a fire show involving performance art, dance, spoken word, and music. Sacramento's First Fire Spectacular! The stage will be created out of a series of themed art pieces created and designed by myself and a local metal artist. The music will be provided by a group of talented local musical artists and the fire show will be put on by Obsidian Butterfly and local fire dancers. This event will bring together Sacramento's most talented Fire community, metal artists, dancers, and musicians for one amazing show.

#### Timeline

##### February – April:

- Begin ART production (finalize designs, begin gathering materials and building),
- begin ideas for choreography and costuming;
- Begin bi-monthly meetings with the metal artist Jared
- Begin weekly practices for the performance art troupe and group of musicians.
- By the end of April the layout of the show will be complete, the theme built, and the foundation ready for the next phase of building.

##### May:

- Practice show,
- Continue building and working on art,
- Finalize facility,
- Photo shoot for flyers,
- Costuming workshop,
- Work on spoken word and narration part of show,
- Decide on videographer

##### June:

- Create marketing tools (flyers, tickets, and such)
- Get printed,
- Advertise to friends and immediate network first,
- All art is completed by the end of June,
- Continue working on performance,
- Fine tune the musical element of the show,
- Organize the performances,
- Confirm videographer

##### July:

- Begin flyering and advertising in the midtown Sacramento community and online, Costuming completed,
- Obtain permits,
- Begin decorating the venue and organizing stage layout

##### August

- Final rehearsals,
- Set up stage,
- Final preparations

8th, 2008 – Tentative Event Day

## Grant Proposal Budget

	Total Project Budget	Grant Request	Other Funds
<b>Salaries, Fees, Operating Expenses</b>			
Artistic Personnel: full and part time	\$0	\$0	\$0
Administrative Personnel: full and part time	\$0	\$0	\$0
Tech./Prod. Personnel: full and part time	\$0	\$0	\$0
Outside Fees & Services	\$0	\$0	\$0
Other	\$0	\$0	\$0
<b>Sub-Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Production	\$1,000	\$1,000	\$0
Office Rent	\$0	\$0	\$0
Facility Rent	\$200	\$200	\$0
Supplies	\$100	\$100	\$0
Printing	\$175	\$175	\$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	\$500	\$500	\$0
Insurance	\$190	\$190	\$0
Other	\$0	\$0	\$0
<b>Sub-Total:</b>	<b>\$2,165</b>	<b>\$2,165</b>	<b>\$0</b>
<b>Total Budget:</b>	<b>\$2,165</b>	<b>\$2,165</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>