

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 Sacramento News & Review. 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:

Sacramento News & Review
Kelli Guerriero
1015 20th Street
Sacramento CA, 95811

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 FOUR THOUSAND, FOUR HUNDRED, AND FORTY-FIVE DOLLARS (\$4445) payable as follows:

A. \$2222.50 upon:

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

B. \$2222.50 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 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:

Sacramento News & Review

[Signature]

Deputy City Attorney

Kelli Guerrero

GRANTEE NAME

OR

BOT#: _____

Fed ID #: 94-2420677

Date: _____

Date: 12/20/07



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Status: Approved Submitted Date: 12/20/2007

Primary Contact and Organization

Primary Contact

Name: Ms. Kelli Guerriero
Title:
Phone: 916-498-1234
Fax: 916-498-7920
Email: kellig@newsreview.com
Address 1: 1015 20th Street
Address 2:
City: Sacramento
State: California
Zip: 95811
Country: United States

Organization Information

Name: Sacramento News & Review
Address 1: 1015 20th Street
Address 2:
City: Sacramento
State: California
Zip Code: 95811
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)

The Sacramento News & Review (SN&R) is requesting a grant to help support the overall cost of producing the JAMMIES, a 2-day concert series (Night of Contemporary Music and Evening of Classical Music) showcasing some of the finest high school musicians in the Sacramento area. These events provide the community with an opportunity to experience the extraordinary talent of our young performers and serve as a reminder that educational music programs need continual support so they are not removed from our schools.

The grant money would be used specifically for elements related to the Night of Contemporary Music, which will be held at the Crest Theatre on Saturday, February 22, 2008. Following is a basic timeline:

In previous years, we have been able to award one performing artist or group a 20-hour recording session in a professional recording studio. This year, we are looking to build upon that idea by introducing music videos to the JAMMIES. With extra funding and the generous help of the Capital Film Arts Alliance (CFAA) and the directors of the Sacramento Film and Music Festival (SFMF), we will be able to provide the artists involved in the 2008 contemporary JAMMIES with their own personal music video. This video element is an added benefit to the already successful concert, and it will provide the musicians with a professional video to add to their artistic portfolio.

In January, 2008:

Bands and performers for the Night of Contemporary Music at the Crest Theatre will be performing at live all age venues in the Sacramento area.

A panel of judges will be reviewing these performances and based on the overall results, will select a final line-up for the show at the Crest Theatre.

In February 2008:

The main show at the Crest will be promoted by radio, television and person to person promotion at all ages venues.

The show will take place on Saturday, February 23, 2008 and film makers from the Sacramento Film and Music Festival and Capital Film Arts Alliance will be invited to watch the show.

In March of 2008:

The Sacramento News & Review will work with the Sacramento Film and Music Festival to collaborate on music video production related to JAMMIES performers.

In April of 2008:

Any music videos made with the JAMMIES musicians will be included on the JAMMIES DVD's that are produced as special bonus features.

Grant Proposal Budget

	Total Project Budget	Grant Request	Other Funds
Salaries, Fees, Operating Expenses			
Artistic Personnel: full and part time	\$0	\$0	\$0
Administrative Personnel: full and part time	\$34,856	\$0	\$34,856
Tech./Prod. Personnel: full and part time	\$4,375	\$1,445	\$2,930
Outside Fees & Services	\$0	\$0	\$0
Other	\$4,120	\$700	\$3,420
Sub-Total:	\$43,351	\$2,145	\$41,206
Production	\$0	\$0	\$0
Office Rent	\$0	\$0	\$0
Facility Rent	\$1,739	\$1,739	\$0
Supplies	\$0	\$0	\$0
Printing	\$292	\$0	\$292
Postage	\$0	\$0	\$0
Telephone/Utilities	\$140	\$0	\$140
Equip Rental	\$0	\$0	\$0
Travel Expense	\$454	\$0	\$454
Maintenance & Repairs	\$0	\$0	\$0
Advertising, Marketing, Photography & Promotion	\$2,000	\$561	\$1,439
Insurance	\$209	\$0	\$209
Other	\$15,507	\$0	\$15,507
Sub-Total:	\$20,341	\$2,300	\$18,041
Total Budget:	\$63,692	\$4,445	\$59,247

Revenue Source	Amount
Product Sales (tickets/ admission, CD sales, tuition, etc.)	\$6,000
Other (grants, sponsorships, etc.)	\$35,250
Total Revenue:	\$41,250