



# REPORT TO COUNCIL City of Sacramento

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Staff Report  
July 15, 2008

Honorable Mayor and  
Members of the City Council

**Title: Supplemental Agreement/Agreements: Discovery Museum Reorganization**

**Location/Council District:** 101 I Street / District 1

**Recommendation:** Adopt a **Resolution**; 1) approving and authorizing the City Manager to execute Supplemental No. 1 to City Agreement 2004-0033 between the Sacramento Museum of History, Science and Technology, Inc., (“Discovery Museum”) and the City and County of Sacramento for the operation of the Science & Space Center; 2) approving and authorizing the City Manager to execute an agreement between the Historic Old Sacramento Foundation, Inc. (“HOSF”) and the City and County of Sacramento for the operation of the History Museum; 3) amending the current funding policy to split the City contribution equally between the History Museum and Science & Space Center; 4) terminating City Agreement 2006-0797, between the Discovery Museum and the City regarding a \$500,000 Capital Improvement Grant for History Museum improvements; and, 5) approving and authorizing the City Manager to execute a memorandum of understanding between the HOSF and the City regarding an award of the remaining Capital Improvement Grant funds for the completion of History Museum improvements.

**Contact:** Rebecca Bitter, Program Manager  
Convention, Culture and Leisure, 808-5047

**Presenters:** Cassandra Jennings, Assistant City Manager

**Department:** City Manager’s Office

**Division:** Not applicable

## Description/Analysis

**Issue:** In 2004, the City Council and the County Board of Supervisors executed a 10-year agreement (CM Agreement 2004-0033) with the Sacramento Museum of History, Science and Technology (“Discovery Museum”) for the operation of the

Science & Space Center and the History Museum facilities. The board of the Discovery Museum and City staff agree that the two museums no longer function effectively under the aegis of one board and as such, staff are recommending the two museums be reorganized. The Discovery Museum board has elected to continue management of the Science and Space Center and to separate from the History Museum. Staff recommends that the History Museum be brought under the management of the Historic Old Sacramento Foundation, Inc. ("HOSF") consistent with the organizational chart presented to the City Council in February 2008 as part of the Old Sacramento reorganization (Attachment 1).

Staff recommends that Council amend City Agreement 2004-0033 with Discovery Museum to reflect the discontinuation of the operation of the History Museum and approve a new operations agreement with the HOSF for the operation of the History Museum.

Staff also recommends that the City funding allocated to Discovery Museum for both operations be split equally between the Discovery Museum for the Science Center and HOSF for the History Museum.

On May 23, 2006, the City Council authorized the 2006 Community Reinvestment Capital Improvement Program (CRCIP). One of the Tier I CRCIP projects was a \$500,000 grant to the Discovery Museum for exhibit renovations. In order for the funding to stay with the History Museum, staff recommends terminating the Memorandum of Understanding, City Agreement 2006-0797, between the City and Discovery Museum. Upon termination, Discovery Museum will return any funds in their control that have not been encumbered (\$42,224.88) to the City and the City, which currently holds the remaining \$380,000 of the \$500,000 grant, will then enter into a memorandum of understanding with HOSF for a grant of up to \$422,224.88 to complete the History Museum exhibit renovations.

**Policy Considerations:** This action is consistent with the City's Strategic Plan goal to preserve and expand arts and culture opportunities.

**Environmental Considerations:** Under the California Environmental Quality Act guidelines, California Code of Regulations, title 14, section 15378(b), continuing administrative activities do not constitute a project and are therefore exempt from review.

**Commission/Committee Action:** The Discovery Museum agreement for the operation of the Science Center was approved by the Discovery Museum on June 16, 2008. The HOSF agreement for the operation of the History Center was approved by HOSF on June 16, 2008. Both agreements will be considered by the County Board of Supervisors on July 15, 2008. The Memorandum of Understanding between the City and HOSF for the grant of CRCIP proceeds was approved by HOSF on June 16, 2008.

**Rationale for Recommendation:** The History Museum and Science and Space Center have been under the management of the Discovery Museum since 1994 when both museum operations were combined to increase efficiencies and control costs. In 2004, the City Council and the County Board of Supervisors executed a new 10-year operations agreement (CM Agreement 2004-0033) with the Discovery Museum. After 14 years of consolidation, the board of the Discovery Museum and City staff agree that the two museums no longer function effectively under the aegis of one board and as such, staff is recommending the two museums be reorganized to enable them to focus on their individual missions. The Discovery Museum board has elected to continue management of the Science and Space Center and to separate from the History Museum. Staff recommends that the operation of the History Museum be brought under the HOSF consistent with the organizational chart presented to City Council in February 2008 as part of the Old Sacramento reorganization.

In February 2008, the HOSF was reorganized and split from the Old Sacramento Business Association in order to focus on historic preservation, education and interpretation in Old Sacramento. Staff recommends the operation of the History Museum fall within the aegis of the HOSF. HOSF is currently implementing the Living History Program, walking tours of Old Sacramento, historic re-enactments and youth programs, including History Camp. Bringing the History Museum into HOSF will provide greater opportunity for HOSF to integrate the interpretive programs and the museum to produce a more seamless historic experience in Old Sacramento. The similarity between the History Museum and HOSF missions make the History Museum's inclusion in HOSF an appropriate fit.

The proposed agreements closely mirror the existing agreement with Discovery Museum. Significant terms of the agreements include:

- the term of the agreements through 2013 has not changed;
- funding for both museums will continue to be an annual allocation;
- the History Museum must meet national museum standards for the care and handling of historic materials.

**Financial Considerations:** Historically, the City and County have provided funding to the Discovery Museum for operation of both facilities. In their combined Proposed FY2008/09 Budgets, the total contributions to the facilities are as follows:

City FY2008/09	\$317,033
County FY2008/09 (proposed)	<u>\$218,022</u>
Total	\$535,055

Staff recommends splitting the City's contribution of \$317,033 equally between HOSF for the History Museum and the Discovery Museum for the Science and

Space Center for a total of \$158,516.50 to each organization in FY2008/09.

The County's proposed FY2008/09 contribution is \$217,022. County staff proposes to split their contribution equally between HOSF and the Discovery Museum for a total of \$109,011 each.

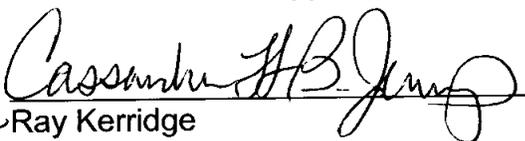
The annual budget for the History Museum site is approximately \$696,000 from City and County contributions as well as Museum admissions, memberships, school groups, and special events. The annual budget for the Science and Space Center is \$1,580,000 from City and County contributions as well as Museum admissions, memberships, school groups, and special events.

**Emerging Small Business Development (ESBD):** Not applicable.

Respectfully Submitted by:   
Rebecca Bitter  
Program Manager

Approved by:   
Cassandra H. B. Jennings  
Assistant City Manager

Recommendation Approved:

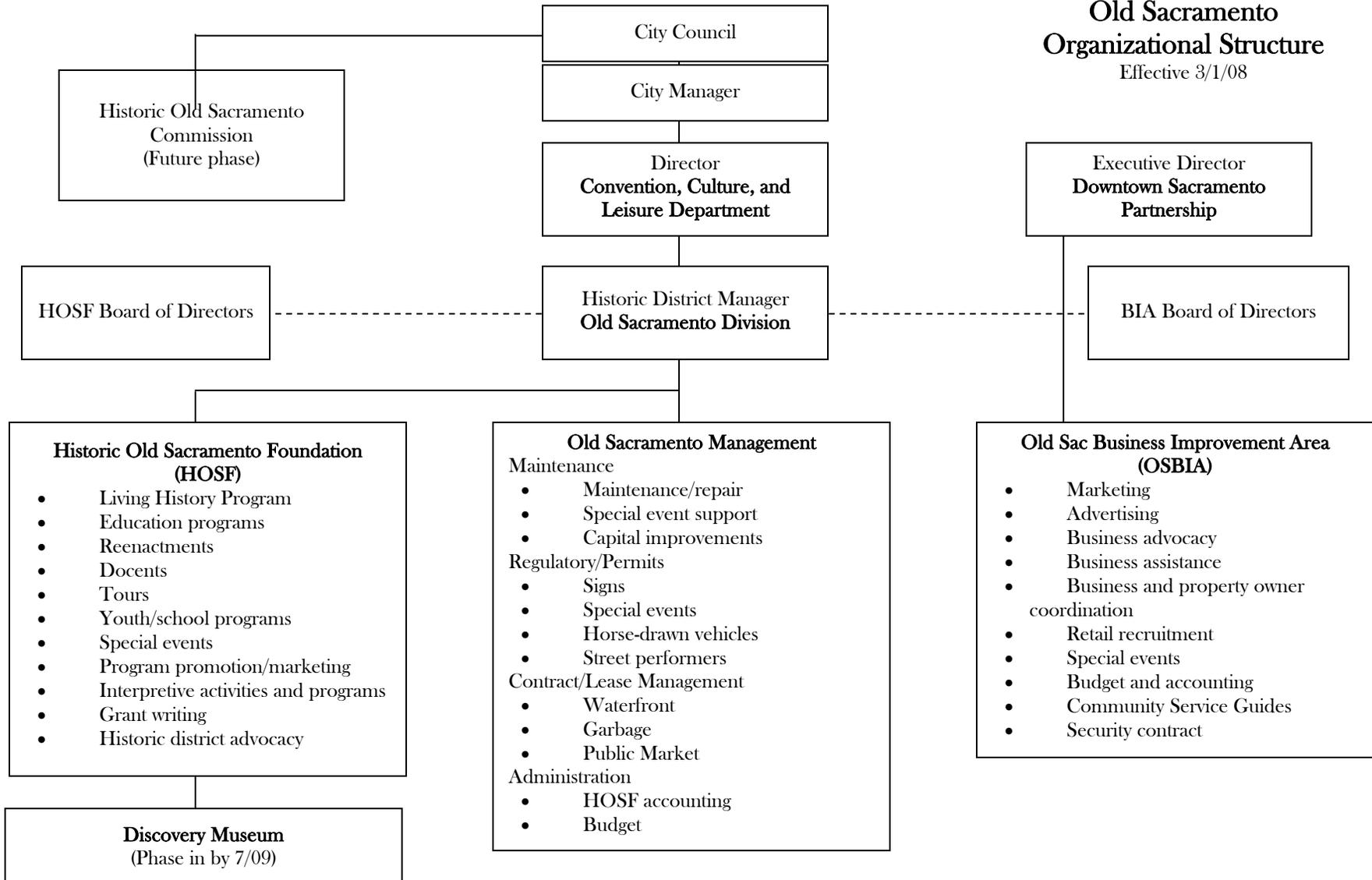
  
Ray Kerridge  
City Manager

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**Attachment 1**

**Old Sacramento  
Organizational Structure**  
Effective 3/1/08



**RESOLUTION NO. 2008-**

Adopted by the Sacramento City Council

**DISCOVERY MUSEUM REORGANIZATION**

**BACKGROUND**

- A. The Sacramento Museum of History, Science and Technology, Inc. (“Discovery Museum”) was established for the purpose of managing and operating the museums identified as the Science & Space Center and the History Museum.
- B. On June 16, 2008, the Board of Directors for the Discovery Museum voted to forego the responsibility for operating the History Museum in view of the intention by the Historic Old Sacramento Foundation (“HOSF”) to assume this responsibility. On June 16, 2008, the Board of Directors for the HOSF voted to assume the responsibility for the operation of the History Museum.
- C. The City would like to continue contributing funds and resources for the operation of the Science and Space Center and the History Museum.
- D. The City would like to enter into this new Agreement with the County and the Discovery Museum and an agreement with the County and HOSF for the funding and operations of the Science and Space Center and the History Museum. These agreements are intended to reflect the division in the responsibilities for the management and operations of the Science and Space Center and History Museum and to divide funding to each of these organizations accordingly.
- E. On May, 23, 2006, the City Council authorized a \$500,000 Community Reinvestment Capital Improvement Program (CRCIP) grant to the Discovery Museum for exhibit renovations at the History Museum. The City would like to terminate City Agreement 2006-0797 for the grant of \$500,000 to the Discovery Museum for the completion of exhibit renovations at the History Museum and enter into a memorandum of understanding with HOSF for a grant of up to \$422,224.88 to complete the History Museum exhibit renovations.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. Supplemental No. 1 to City Agreement 2004-0033 between the Sacramento Museum of History, Science and Technology, Inc. and the City and County of Sacramento regarding the operation of the Science & Space Center, is approved.
- Section 2. The agreement between the Historic Old Sacramento Foundation, Inc.,

and the City and County of Sacramento regarding the operation of the History Museum, is approved.

- Section 3. The current funding policy is amended to split City contributions equally between the Sacramento Museum of History, Science and Technology, Inc. for the operation of the Science & Space Center, and the Historic Old Sacramento Foundation, Inc. for the operation of the History Museum.
- Section 4. The Memorandum of Understanding between the Sacramento Museum of History, Science and Technology, Inc. and the City, City Agreement 2006-0797, is terminated.
- Section 5. The Memorandum of Understanding between the Historic Old Sacramento Foundation, Inc. and the City for the grant of up to \$422,224.88 to complete the History Museum exhibit renovations is approved.
- Section 6. The City Manager is authorized to execute the agreements identified in sections 1, 2 and 5 above.

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Exhibit A	Discovery Museum Agreement
Exhibit B	HOSF Agreement
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**SACRAMENTO MUSEUM OF HISTORY, SCIENCE, AND TECHNOLOGY,  
DBA DISCOVERY MUSEUM, AGREEMENT**

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## **AGREEMENT**

This "Agreement" is made as of \_\_\_\_\_, 2008 by and among the City of Sacramento, a municipal corporation ("City"), the County of Sacramento, a political subdivision of the State of California ("County"), and Sacramento Museum of History, Science, and Technology, a nonprofit corporation, dba Discovery Museum, Inc. ("Discovery Museum"). The City, County and Discovery Museum may be referred to collectively as "Parties" or in the singular as "Party," as the context requires.

## **RECITALS**

- A. The Discovery Museum was established for the purpose of managing and operating the museums identified as the Science & Space Center and the Gold Rush History Center ("History Center").
- B. On June 16, 2008, the Board of Directors for the Discovery Museum voted to forego the responsibility for operating the History Center in view of the intention by the Historic Old Sacramento Foundation ("HOSF") to assume this responsibility. On July 3, 2008, the Board of Directors for the HOSF voted to assume the responsibility for the operation of the History Center.
- C. The City and County would like to continue contributing funds and resources for the operation of the Science and Space Center and the History Center.
- D. The City and County would like to enter into this new Agreement with Discovery Museum and an agreement with HOSF for the funding and operations of the Science and Space Center and the History Center. These agreements are intended to reflect the division in the responsibilities for the management and operations of the Science and Space Center and History Center and to divide funding to each of these organizations accordingly.

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

### **Section 1. Term.**

The term of this Agreement shall commence August 1, 2008, and end December 31, 2013, unless sooner terminated as set forth in this Agreement.

### **Section 2. City Provided Services and Facilities.**

- A. City shall provide to the Discovery Museum the use of the property and improvements demarcated within the red line in Exhibit A hereto, also identified as the Science and Space Center facility ("Facility" or "Facilities").

- B. City shall provide the Director of Convention, Culture and Leisure Department ("Director") as the liaison between the Discovery Museum and the City.
- C. City shall be responsible only for major building maintenance within the Facility in such manner as to equal major maintenance provided at other City facilities. Major maintenance includes exterior lighting, roof, exterior and interior painting, doors and windows, HVAC, elevator and escalator maintenance, plumbing, and non-exhibit related electrical.
- D. City shall conduct an inspection of the Facility at least annually. City shall provide to Discovery Museum a letter specifying any maintenance deficiencies revealed by the inspection.
- E. City shall be responsible for the maintenance of the natural habitat area shown in Exhibit A. Such maintenance shall conform to the City standards employed by City's Parks and Recreation Department for the open space habitat areas it maintains. The Discovery Museum may provide maintenance or improvements to the habitat area upon prior written approval of the City.
- F. The City shall permit Discovery Museum to use the 3-½ acres of unimproved property shown on Exhibit A adjacent to the Facilities as overflow parking with prior written permission from Director.

### Section 3. Discovery Museum Provided Services and Facilities.

- A. Except as stated in Section 2(C) above, Discovery Museum shall pay all operating expenses including insurance, all supplies, equipment, staff, and fixtures necessary for the programming, maintenance and operation of the Facility.
- B. Discovery Museum shall be responsible for the management of the Facility including, but not limited to, hiring and supervising of Discovery Museum staff, supervising volunteers, and financial planning within available funding resources.
- C. Discovery Museum shall provide day to day maintenance, except as stated in Section 2(C) above, including but not limited to, exhibit design, maintenance and repair, janitorial, lighting, fencing, and security services for the facilities to meet museum quality standards as approved by the Director.
- D. Discovery Museum shall, at its sole cost and expense, keep and maintain in good order and repair and safe condition the whole of the Facilities designated in Exhibit A, including improvements, parking lots, and landscaping, in a clean, sanitary, orderly, and attractive condition. Landscaping shall be in keeping with the environmental setting of the Facility's open space habitat. Standards for maintenance of the landscaping and all grounds (both developed and undeveloped) shall conform to the City standards employed by City's Parks and

- Recreation Department for City parks which it maintains. If Discovery Museum determines that operating funds are not sufficient to operate the Facilities to standards acceptable to the City, the Facilities shall be surrendered to the City.
- E. Discovery Museum shall provide storage for its exhibits and all other storage needs.
  - F. Discovery Museum shall designate a position responsible for the daily operations of the Facility and shall consult Director prior to such appointment.
  - G. Discovery Museum shall, after consultation with the Director, set general admission fees and operational hours for the Science and Space Center. Any increases to these fees greater than the Consumer Price Index (CPI) for the San Francisco-Oakland Urban Index shall require prior written approval from the Director.
  - H. Discovery Museum shall provide to the Director an adopted annual budget by October 1st of each year. The budget shall provide for expenditures of an amount no less than the combined total amount budgeted for the Discovery Museum by the City and the County for the fiscal year which commenced the preceding July 1<sup>st</sup>.
  - I. Discovery Museum shall be responsible for operations of the programs and, if applicable, gift shop(s).
  - J. Discovery Museum shall not engage in any other business or activity at the Facility not authorized under this Agreement without the prior written consent of the Director.
  - K. Discovery Museum shall obtain and maintain membership in the American Association of Museums ("AAM") and the Association of Science and Technology Centers ("ASTC") and provide proof of such membership to the Director. The costs of such membership shall be the responsibility of the Discovery Museum. The professional standards of practice of the AAM and ASTC shall be adopted and exercised to the extent possible by the Discovery Museum.
  - L. Discovery Museum shall secure and maintain a 501(c)(3) or similar non-profit status as determined by law.
  - M. The Facility shall be operated and maintained by the Discovery Museum only as a non-profit activity in accordance with its 501(c)(3) or similar non-profit status as determined by law.

#### Section 4. Use of Premises.

The Science and Space Center shall be used as a museum depicting science, space and technology to be open to the public for a minimum of thirty (30) hours per week, unless a legal holiday falls within the scheduled 30 hours per week, and for no other purpose.

Section 5. City/County Funding.

- A. The City and County, in their discretion, shall make quarterly payments to Discovery Museum for the operation of the Facility, less any expenses incurred by City in support of the Facility not arising from any City obligation under this Agreement. Discovery Museum shall request annual operating funds from the City and County during the City's and County's annual budget process. There is no guarantee of funding expressed or implied by this section.
- B. Discovery Museum shall have the option to continue the use of the existing water, electric, gas, and telephone services through the City. City shall annually provide the estimated cost of such services to Discovery Museum. Such costs shall be deducted from the City funding pursuant to Section 5(A) above. All service costs shall be adjusted in June for the preceding 12 months. City shall return excess funds over the cost of such services, if any. Discovery Museum shall reimburse City for shortages, if any.

Section 6. Revenue.

Discovery Museum shall collect and deposit in its account all admission fees, program fees, fund raising revenue, membership fees, gifts/donations, education program fees, and gift shop sales for its own benefit and account.

Section 7. Maintenance and Inspection of Records.

- A. Discovery Museum shall, at all times during the term of this Agreement and for a period of three years thereafter, keep true, accurate, and complete financial records and accounts of all Discovery Museum operations and such other financial or business records as may be reasonably required by the Director or the Director's designee. The Director, Director's designee or authorized City representatives shall have the right at all times to examine and audit said records and accounts.
- B. Discovery Museum further agrees to furnish to the Director, within thirty (30) days of the end of each fiscal year, a report detailing the total number of visitors, and all gross receipts derived from each and every revenue source, including the program and gift shop operations, membership and fundraising for that year.
- C. Discovery Museum shall use cash registers or other accounting equipment acceptable to the Director, through which Discovery Museum shall record all gross sales from the operations of admissions, programs, and gift shop. Such machines shall be non-resettable and shall supply an accurate recording of all

sales on tape and a receipt for each transaction. Such equipment shall have a customer display which is visible to the public.

- D. Discovery Museum further agrees to furnish to the City's Convention, Culture and Leisure Department, on or before the fifteenth (15<sup>th</sup>) of December, an audited annual financial statement for the previous fiscal year. This statement must consist of a balance sheet, income statement, and supplemental schedule of gross receipts for the previous fiscal year. The statement must be prepared by a Certified Public Accountant licensed by the State of California on their stationery.

#### Section 8. Ownership.

- A. Discovery Museum shall retain ownership of material acquired by Discovery Museum during the term of this Agreement. City shall retain ownership of material and equipment acquired by City during the term of this Agreement.
- B. Discovery Museum shall work with the Sacramento Archives & Museum Collection Center ("SAMCC") regarding City acceptance of artifacts to ensure consistency with SAMCC collection policies and procedures. The artifacts accepted by the City shall be the property of City and subject to the collection policies and procedures of SAMCC. Should the Discovery Museum accept artifacts not approved by the City, Discovery Museum shall be responsible for maintaining such artifacts professionally and independently. This provision excludes Discovery Museum's animal collection.
- C. City shall permit Discovery Museum use of the assets, property, office equipment, office furniture, and store equipment described in Exhibit B. City shall not be required to replace assets listed in Exhibit B when they are depleted. Discovery Museum shall return all assets listed in Exhibit B, except for those depleted, upon termination of this Agreement.

#### Section 9. Terms and Conditions Applicable to Construction of Improvements.

- A. Discovery Museum acknowledges that it has fully inspected the Facility and accepts the same and the improvements thereon in their existing condition and agrees that no demands for any alterations, additions, or repairs are to be made upon the City except in accordance with this Agreement.
- B. Discovery Museum shall submit the design of all proposed improvements and renovations to the Director for approval in advance of any work. All submissions shall be sufficient in detail to enable Director, or Director's designee, to make an informed judgment concerning the quality of the contemplated improvements and renovations. Such approval shall not be unreasonably withheld.

- C. City's approval of plans pursuant to the foregoing shall not constitute approval of such plans in any manner except as required by this Agreement. Discovery Museum shall obtain building permits for all tenant improvements if applicable and shall comply with all laws and regulations applicable to such improvements including, but not limited to, building codes, fire codes, the Americans with Disabilities Act ("ADA"), CEQA, and zoning. Discovery Museum shall assume all fees and charges levied in connection with the issuance of building permits.
- D. Discovery Museum shall provide to the City an enumeration of improvements to the Facilities and the equipment and fixtures to be installed, including the installed cost of improvements, fixtures, and equipment. For all equipment, Discovery Museum shall provide a detailed listing of the equipment name, model, manufacturer, and specification sheet for approval. The City shall work closely with Discovery Museum to accomplish the mutually described objectives of the improvements to the Facility. The City retains the right to reject specific pieces of equipment or design if deemed necessary to comply with the working drawings, specifications, and environmental assessment for the Facility.
- E. Discovery Museum shall give written notice to the City at least fourteen (14) days before any materials or services of any type are delivered to or at the Facilities for any purpose for which a mechanic's or material man's, contractor's, or subcontractor's lien may attach to the premises so as to enable City to post a notice of non-responsibility on the premises.
- F. All work shall be performed in a good and workmanlike manner, shall substantially comply with any plans and specifications approved by City, and shall comply with all applicable governmental permits, laws, ordinances, and regulations.
- G. Discovery Museum shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in Mechanics' Lien Law in effect at the place of construction when the work begins. No such payment shall be construed as rent. Discovery Museum shall not suffer or permit to be enforced against the Facility or any part of it any mechanic's material man's, contractor's, or subcontractor's lien arising from any work of improvement however it may arise. However, Discovery Museum may, in good faith and at its own expense, contest the validity of any such asserted lien, claim or demand, provided Discovery Museum has furnished the bond required in California Civil Code section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the premises from the effects of such a lien claim).
- H. Discovery Museum shall defend and indemnify City and County against all liability and loss of any type arising out of work performed at the Facility by Discovery Museum, its officers, employees, agents, engineers, contractors or subcontractors, or any other person of entity employed or acting on its behalf, together with reasonable attorneys' fees and all costs and expenses incurred by

City and County in negotiating, settling, defending, or otherwise protecting against such claims.

- I. Any new improvements placed by Discovery Museum on City-owned property shall become the property of the City, without the requirement of reimbursement to the Discovery Museum.
- J. After completion of construction of tenant improvements, Discovery Museum shall not make, or suffer to be made, any exterior alterations of the Science and Space Center or any part thereof without the prior written consent of the City.

#### Section 10. Taxes and Assessments.

Discovery Museum shall pay, before delinquency, all lawful taxes, assessments, fees, or charges which at any time may be levied by the State of California, County, City, or any tax or assessment levying body upon any interest in this Agreement, or any possessory right which Discovery Museum may have in or to the Facility or improvements thereon by reason of its use or otherwise, as well as all taxes, assessments, fees, licenses, and charges on goods, merchandise, fixtures, appliances, equipment owned or used by it in or about the Facility. If the County determines that this Agreement creates a possessory interest subject to property taxation, Discovery Museum shall be subject to payment of property taxes levied on the possessory interest by the County.

#### Section 11. Indemnity and Hold Harmless.

- a. Indemnity: Discovery Museum shall fully indemnify and save harmless, City and County, their 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 and/or costs reasonable incurred by City's and County's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this 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 Discovery Museum, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the City or County, their officers or employees reviewed, accepted or approved any service or work product performed or provided by the Discovery Museum, and whether or not such Liabilities are litigated, settled or reduced to judgment.
- b. Obligation to Defend: Discovery Museum shall, upon City's or County's request, defend at Discovery Museum'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 Discovery Museum, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or

nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

- c. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 11, the existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 11, nor shall the limits of such insurance limit the liability of Discovery Museum hereunder. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

## Section 12. Insurance.

During the term of this Agreement, Discovery Museum shall maintain in full force and effect, at its own cost and expense, the following insurance coverages:

- A. Workers' Compensation. Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California Statutes and Employer's Liability coverage of at least \$1 million per occurrence. In the event the Discovery Museum is self-insured, it shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limit combined with the Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limited combined with the Self-Insurance Retention.
- B. General Liability Insurance. The Discovery Museum must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance  
Broad Form Property Damage Liability  
Personal Injury Liability  
Products and Completed Operation Liability  
Contractual Liability  
Liquor Liability

The amount of the policy shall not be less than \$1 million, Single Limit Per Occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento and County of Sacramento, its officers, employees, and agents are to be named as "Additional Insureds" under the policy, and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered there under.

- C. Property Insurance. The Discovery Museum shall provide property insurance coverage for all assets of which it retains ownership including collections and exhibits. City shall provide property insurance coverage for all assets of which it retains ownership including collections and exhibits. City may elect to be self-insured.
- D. Certificate of Insurance. The Discovery Museum will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management Division, 915 I Street, Fourth Floor, Sacramento, California 95814, within fifteen (15) days of the execution of this Agreement and prior to engaging in any operation or activity set forth in this Agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this Agreement without thirty (30) days written notice to the City prior to the effective date of such cancellation or change in coverage.
- E. Acceptability of Insurer. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

#### Section 13. Regulations and Ordinances.

Discovery Museum shall, at all times, comply with and abide by all pertinent or applicable regulations and ordinances of the City of Sacramento and County of Sacramento and the laws of the State of California and the United States insofar as the same or any of them are applicable and shall obtain and keep in effect all necessary permits and licenses required for any and all operations permitted herein.

#### Section 14. Equal Rights.

Discovery Museum agrees that it shall not make any discrimination, distinction, or restriction on account of sex, color, race, religion, ancestry, disability, national origin, sexual orientation, or any other arbitrary basis contrary to the provisions of Section 51 of the Civil Code of the State of California which is incorporated herein by reference as if set forth in full or any City Ordinance prohibiting discrimination.

#### Section 15. Non-Discrimination.

- A. The Discovery Museum shall not discriminate in the employment of persons because of race, color, national origin/ancestry, religion, sex, disability, sexual orientation or age of such person. All provisions of Part 2.8 of Division 3, of Title 2 (sections 12900 through 12996) of the California Government Code (California Fair Employment and Housing Act) are incorporated herein by reference as if set forth in full.
- B. The Discovery Museum shall make a concerted effort to employ a work force which is representative of the population of the City of Sacramento. Discovery

- Museum shall meet the Director, or Director's designee, within ninety (90) days after the execution of this Agreement and provide a plan to uphold a fully integrated work force. This plan shall be acceptable to the City. The goals established in the plan shall not be construed as "quotas" but are goals which Discovery Museum shall make a good faith effort to achieve. In the development of the plan, the Discovery Museum and the Director shall be guided by the U.S. Government standards and policies referred to in Presidential Executive Order No. 11246 adopted by the Office of Federal Contract Compliance and set forth in the Federal Register, Volume 35, Page 2586, February 5, 1970 and from the 2000 Census relating to percentages of minority populations within the City of Sacramento.
- C. Discovery Museum shall furnish a complete list of all employees designating their ethnicity to the Department of Convention, Culture and Leisure, 1030 15<sup>th</sup> Street, Suite 250, Sacramento, California 95814, twice each calendar year. The report shall be furnished no later than twenty (20) days after June 30<sup>th</sup> and December 31<sup>st</sup> of each year for the previous six calendar months.
- D. City may terminate this Agreement for failure by the Discovery Museum to demonstrate, without good cause as determined by the City Council, compliance with or substantial progress toward the goals set forth in Discovery Museum's approved plan. Prior to any such termination, City shall give Discovery Museum a notice of non-compliance and a sixty (60) day period thereafter within which to make progress, satisfactory to the City Council, toward compliance with the approved plan.

#### Section 16. Removal of Property upon Agreement Termination.

Upon the expiration of the term of this Agreement, or upon the sooner termination of this Agreement as provided herein, Discovery Museum shall within thirty (30) days, remove, at its own expense, its own furniture, furnishings, equipment, inventory, and trade fixtures. It is agreed that City, or City's assignee, during this thirty (30) day period, shall have the first right to purchase the furniture, furnishings, equipment, and trade fixtures of Discovery Museum for the same price that Discovery Museum would be willing to sell the goods to any other person. Should Discovery Museum fail to remove these items within the thirty (30) day period, it shall lose all right, title, and interest in and to the items, and City may elect to keep the same upon the demised premises or to sell, remove, or demolish them.

#### Section 17. Severability.

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

#### Section 18. Notices.

All notices and orders that may be given under this Agreement may be served by first class mail or in person to City at Department of Convention, Culture and Leisure, 1030 15<sup>th</sup> Street, Suite 250, Sacramento, California 95814; and to Sacramento Museum of History, Science and Technology, dba Discovery Museum, 3615 Auburn Boulevard, Sacramento, California 95821, or such address as either may provide to the other in writing. Service shall be deemed complete upon deposit in the mail or upon delivery.

#### Section 19. Hazardous Materials.

Discovery Museum shall not use, store, release or otherwise introduce onto the Facility any hazardous material in violation of applicable law. Discovery Museum shall be solely responsible for the complete cost of removal and/or remediation of any hazardous material that is introduced or brought onto the Facility by Discovery Museum, and shall defend and indemnify City, its officers, and employees from and against any claims or other liabilities therefore in accordance with the provisions of Section 11 above. As used in this Section 19, "Discovery Museum" shall mean and include Discovery Museum, its officers, employees or agents.

#### Section 20. Waiver.

The waiver by City and County of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Discovery Museum shall in no way impair the right of City or County to avail itself of subsequent breach thereof.

#### Section 21. Enforceability; Choice of Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California. The titles to the sections of this Agreement are for convenience only and shall have no effect upon the construction or interpretation of any part of this Agreement.

#### Section 22. Attorneys' Fees.

Any Party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing Party in such suit or proceeding shall be entitled to recover from the other Party or Parties reasonable costs and expenses, including attorneys' fees.

#### Section 23. Damage and Destruction.

In the event of the damage or destruction of any substantial portion of the improvements on the Facilities, the City may terminate this Agreement immediately and shall have no obligation to reconstruct or repair the damaged or destroyed improvements. City shall retain the sole option to either repair, reconstruct, or terminate this Agreement irrespective of the degree of damage or destruction.

Section 24. Assignment.

Discovery Museum shall not, without the written consent of City, assign, hypothecate, mortgage, grant control of this Agreement or of the business conducted pursuant thereto, or any rights or obligations under this Agreement to any other party, which consent shall not be unreasonably withheld. Any such attempted assignment or granting of control without the written consent of City shall, at the election of City and without notice, render this Agreement null and void and of no further force and effect. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

Section 25. Binding on Successors.

The covenants and conditions herein contained shall, subject to the provisions of assignment in Section 24 above, apply to and bind the successors, executors, administrators and assigns of all of the Parties hereto.

Section 26. Condemnation.

In the event any entity with the power of eminent domain shall take the premises, or any part thereof, actually using the power of eminent domain or negotiating under the threat of the use of the power of eminent domain, then:

- (a) In the event of taking of the entire premises, this Agreement shall be terminated when title passes to the condemnor or when possession is obtained by the condemnor, whichever shall occur first.
- (b) In the event of taking of less than the entire premises, Discovery Museum shall have the right to terminate this agreement by giving 30 day advance written notice to City.

Section 27. Termination.

Any Party may terminate this Agreement without cause upon one hundred eighty (180) days written notice to the other Parties. Any Party may terminate this Agreement with cause upon thirty (30) days written notice to the other Parties. Cause for termination shall be defined as failure to cure any non-compliance with the terms of this Agreement within thirty (30) days after giving written notification of the non-compliance by the terminating Party.

Section 28. Entire Agreement: Amendment in Writing.

This Agreement, including the exhibits referenced in this Agreement, supersedes City Agreement Number 2004-0033 as of the commencement date of this Agreement, and is the final, complete and exclusive agreement among the Parties and covers in full each and every agreement of every kind or nature, whatsoever, concerning the subject matter of this Agreement and all preliminary negotiations and agreements of whatsoever kind or nature, are merged into this Agreement. The City has made no representations or promises

whatsoever with respect to the subject matter of this Agreement, except those contained in this Agreement, and no other person, firm or corporation has at any time had any authority from the City to make any representations or promises on behalf of the City, and Discovery Museum expressly agrees that if any such representations or promises have been made by others, Discovery Museum hereby waives all right to rely on any such representations or promises. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided in this Agreement, no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

Section 29. Time of Essence.

Time is expressly declared to be in the essence of this Agreement.

Section 30. Exhibits.

All exhibits referred to in this Agreement are hereby incorporated by reference.

Section 31. Authority.

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

Executed as of the day and year first stated above.

COUNTY OF SACRAMENTO  
A political subdivision of the  
State of California

CITY OF SACRAMENTO  
A Municipal Corporation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title  
For Terry Schutten, County Executive

\_\_\_\_\_  
Title  
For Ray Kerridge, City Manager

SACRAMENTO MUSEUM OF HISTORY,

SCIENCE, AND TECHNOLOGY  
A Non-profit Corporation,  
dba Discovery Museum, Inc.,

\_\_\_\_\_  
Michelle Wong, President  
Board of Trustees

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Counsel

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

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

**EXHIBIT A**

**Science and Space Center**



Boundary lines shown on map approximately represent area within fenced perimeter of the facility. The common street address is 3615 Auburn Boulevard, Sacramento, California 95821.

**EXHIBIT B**

**INVENTORY LIST OF EQUIPMENT**

**Security Closet**

Bogen Model C100B amplifier  
Vicon security console model V1520ABS, Serial #020127X160

**Exhibit Hardware**

In galleries, museum storage areas. All exhibit hardware including, but not limited to: cases, platforms, mounting hardware, mannequins, electronic/computer equipment, track lighting fixtures installed in exhibits or stored for exhibit purposes and purchased prior to January 1, 1994. No artifact is part of this inventory unless de-accessioned by the City.

**Phone System**

18 telephones, including 2 main consoles connected to City internal phone system, with voice mail at several stations, and intercom on all phones except emergency phones.

**Other**

Spitz AP3 Planetarium Projector

**Exhibit B**

**HISTORIC OLD SACRAMENTO FOUNDATION AGREEMENT**

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## AGREEMENT

This "Agreement" is made as of \_\_\_\_\_, 2008 by and among the City of Sacramento, a municipal corporation ("City"), the County of Sacramento, a political subdivision of the State of California ("County"), and the Historic Old Sacramento Foundation, a nonprofit corporation (the "HOSF"). The City, County and HOSF may be referred to collectively as "Parties" or in the singular as "Party," as the context requires.

## RECITALS

- E. The Sacramento Museum of History, Science, and Technology, a nonprofit corporation, dba Discovery Museum, Inc. ("Discovery Museum"), was established for the purpose of managing and operating the museums identified as the Science & Space Center and the Gold Rush History Center ("History Museum").
- F. The HOSF was established to improve the Old Sacramento Historic District as a local, regional, and national historic and cultural asset by preserving and protecting the historic district and conducting successful interpretive, historical, and entertainment programs.
- G. On June 16, 2008, the Board of Directors for the Discovery Museum voted to cease the responsibility for operating the History Museum in anticipation that the HOSF would assume this responsibility. On July 3, 2008, the Board of Directors for the HOSF voted to assume the responsibility for the operation of the History Museum.
- H. The City and County would like to continue contributing funds and resources for the operation of the Science and Space Center and the History Museum.
- I. The City and County would like to enter into this new Agreement with HOSF and an agreement with Discovery Museum for the funding and operations of the History Museum and the Science and Space Center. These agreements are intended to reflect the division in the responsibilities for the management and operations of the History Museum and the Science and Space Center and to divide funding to each of these organizations accordingly.

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

#### Section 1. Term.

The term of this Agreement shall commence August 1, 2008, and end December 31, 2013, unless sooner terminated as set forth in this Agreement.

#### Section 2. City Provided Services and Facilities.

- A. City shall provide to the HOSF the use of the property and improvements as identified in Exhibit A hereto, also identified as the History Museum (“Facility” or “Facilities”).
- B. City shall provide the Director of Convention, Culture and Leisure Department (“Director”), as the liaison between the HOSF and the City. The Historic District Manager, also serving as the Executive Director for the HOSF, shall serve as the History Museum manager for one (1) year upon execution of this Agreement or appointment of the Historic District Manager.
- C. City shall be responsible only for major Facility maintenance in such manner as to equal major maintenance provided at other City facilities. Major maintenance includes exterior lighting, roof, exterior and interior painting, doors and windows, HVAC, elevator and escalator maintenance, plumbing, and non-exhibit related electrical.
- D. City and HOSF shall jointly conduct an inspection of the Facility at least annually. City shall provide to HOSF a letter specifying any maintenance deficiencies revealed by the inspection.
- E. The HOSF, in operating the History Museum, shall adhere to the “Characteristics of an Accreditable Museum” as approved by the American Association of Museums (“AAM”) and approved by the Accreditation Commission on December 3, 2004.
- F. The HOSF shall, when borrowing artifacts from Sacramento Archives and Museum Collection Center (“SAMCC”), or from other lenders, meet national museum standards for the care and handling of historic materials, including, but not limited to the following:
  - At all times, History Museum and HOSF staff members shall be aware of their responsibilities to preserve and protect artifacts.
  - Artifacts, whether on display or in storage, must be adequately protected against fire, theft, vandalism and natural disaster, as well as harmful light, temperature extremes, humidity, and dirt.
  - The HOSF shall maintain a monthly cleaning schedule for all items on display at the History Museum.
  - Only professional History Museum paid staff, its trained volunteer staff under the supervision of paid staff, or professional staff from artifact lenders shall handle artifacts.
  - The History Museum must have established procedures for handling emergency situations and must provide proper environmental conditions and protections related to exposure from natural light, interior lighting, temperature, humidity, pests and the general public.

- No artifact shall be brought into the museum without a written record describing the artifact, its accession number or loan agreement, condition and estimated value.
  - The HOSF shall maintain accurate records on all loaned materials on display in the History Museum or being held for future display.
- G. HOSF shall be responsible for the safekeeping of all artifacts loaned to HOSF. If any artifacts are determined by SAMCC to be in a deteriorating condition or in danger while on display, the HOSF must, upon written notice by SAMCC, correct the situation to the satisfaction of SAMCC or the items shall be removed from exhibition and returned to lender.
- H. The HOSF shall accept and abide by all conditions required by the terms of any loan agreement or insurance instruction that governs any artifact held by SAMCC.
- I. SAMCC may serve other museums or institutions. Efforts will be made by SAMCC to avoid granting access to other museums detrimental to HOSF access. HOSF shall make no demands upon collections that will restrict public access to public records held by SAMCC.
- J. SAMCC shall permit the HOSF non-exclusive license for reproduction and/or commercial use of collections consistent with SAMCC's collections policies, deeds of gifts, etc. Each such use of a collection object shall be subject to a prior written Agreement.
- K. The City shall provide Fine Arts Insurance for the History Museum at no cost to HOSF.

### Section 3. HOSF Provided Services and Facilities.

- N. Except as stated in Section 2(C) above, HOSF shall pay all History Museum operating costs, including insurance, materials and supplies, equipment, staffing, and fixtures necessary for the programming, exhibits, maintenance and operation of the Facility.
- O. HOSF shall be responsible for the management of the Facility including, but not limited to, hiring and supervising of History Museum paid staff, supervising volunteer staff, and financial planning within available funding resources.
- P. HOSF shall provide day to day management of the Facility, except as stated in Section 2(C) above, including but not limited to, exhibit design and development, maintenance and repair, janitorial, lighting, fencing, landscaping, signage, and security services for the Facility to meet museum quality standards as approved by the Director.

- Q. HOSF shall, at its sole cost and expense, except as stated in Section 2(C), keep and maintain in good order and repair and safe condition the whole of the Facilities designated in Exhibit A, including improvements and landscaping, in a clean, sanitary, orderly, and attractive condition. Landscaping shall be in keeping with the environmental setting of the Facility's location in the Old Sacramento Historic District. If HOSF determines that operating funds are not sufficient to operate the Facility to standards acceptable to the City, the Facility shall be surrendered to the City.
- R. HOSF shall provide storage for its exhibits and all other storage needs, excluding City collections.
- S. HOSF shall designate a position responsible for the daily operations of the Facility and shall consult the Director prior to such appointment.
- T. HOSF shall set, after consultation with the Director, general admission fees and operational hours for the History Museum. Any increases to these fees greater than the Consumer Price Index (CPI) for the San Francisco-Oakland Urban Index shall require prior written approval from the Director.
- U. HOSF shall provide to the Director an adopted annual budget by October 1st of each year. The budget shall provide for expenditures of an amount no less than the combined total amount budgeted for the HOSF by the City and the County for the fiscal year which commenced the preceding July 1<sup>st</sup>.
- V. HOSF shall be responsible for the operation of History Museum programs and, if applicable, gift shop(s).
- W. HOSF shall not engage in any other business or activity at the Facility not authorized under this Agreement without the prior written consent of the Director.
- X. HOSF shall prepare a Standard Facility Report – United States, Registrars Committee of the American Association of Museums, Adopted 1998, and submit the report to the Director prior to occupancy.
- Y. HOSF shall secure and maintain a 501(c)(3) or similar non-profit status as determined by law.
- Z. HOSF is a 501(c)(3) public benefit corporation and shall maintain its nonprofit status throughout the term of this contract for the purpose of operating the History Museum.

#### Section 4. Use of Premises.

The History Museum shall be used as a museum depicting history to be open to the public for a minimum of thirty (30) hours per week, unless a legal holiday falls within the scheduled 30 hours per week, and may be used for facility rentals for fundraising purposes with prior written approval from the Director.

#### Section 5. City/County Funding.

- C. The City and County, in their discretion, shall make quarterly payments to HOSF for the operation of the Facility, less any expenses incurred by City in support of the Facility not arising from any City obligation under this Agreement. HOSF shall be notified in writing prior to any deduction. HOSF shall request annual operating funds from the City and County during the City's and County's annual budget process. There is no guarantee of funding expressed or implied by this section.
- D. HOSF shall have the option to continue the use of the existing water, electric, gas, and telephone services through the City. City shall annually provide the estimated cost of such services to HOSF. Such costs shall be deducted from the City funding pursuant to Section 5(A) above. All service costs shall be adjusted in June for the preceding 12 months. City shall return excess funds over the cost of such services, if any. HOSF shall reimburse City for shortages, if any.

#### Section 6. Revenue.

HOSF shall collect and deposit in its account all admission fees, program fees, fund raising revenue, membership fees, gifts/donations, education program fees, and museum store sales for its own benefit and account.

#### Section 7. Maintenance and Inspection of Records.

- E. HOSF shall, at all times during the term of this Agreement and for a period of three years thereafter, keep true, accurate, and complete financial records and accounts of all HOSF operations and such other financial or business records as may be reasonably required by the Director or the Director's designee. The Director or the Director's designee or authorized City representatives shall have the right at all times to examine and audit said records and accounts.
- F. HOSF further agrees to furnish to the Director, within thirty (30) days of the end of each fiscal year, a report detailing total number of visitors, and all gross receipts derived from each and every revenue source, including the program and museum store operations, membership and fundraising for that year.
- G. HOSF shall use a point of sale system acceptable to the Director, through which HOSF shall record all gross sales from the operations of admissions, programs, and museum store. Such system shall be non-resettable and shall supply an

accurate recording of all sales on tape and a receipt for each transaction. Hardware shall include a customer display which is visible to the public.

- H. HOSF further agrees to furnish to the City's Convention, Culture and Leisure Department, on or before the fifteenth (15<sup>th</sup>) of December, an audited annual financial statements for the previous fiscal year. These statements must consist of a balance sheet, income and expense statements, and supplemental schedule of gross receipts for the previous fiscal year. The statement must be prepared by a Certified Public Accountant licensed by the State of California on their stationery.

#### Section 8. Ownership.

- A. HOSF shall retain ownership of material acquired by HOSF during the term of this Agreement. City shall retain ownership of material and equipment acquired by City during the term of this Agreement.
- B. HOSF shall work with SAMCC regarding City acceptance of artifacts to ensure consistency with SAMCC collection policies and procedures. The artifacts accepted by the City shall be the property of City and subject to the collection policies and procedures of SAMCC. Should the HOSF accept artifacts not approved by the City, HOSF shall be responsible for maintaining such artifacts professionally and independently.
- C. City shall permit HOSF use of the assets, property, office equipment, office furniture, and store equipment described in Exhibit B. City shall not be required to replace assets listed in Exhibit B when they are depleted. HOSF shall return all assets listed in Exhibit B, except for those depleted, upon termination of this Agreement.

#### Section 9. Terms and Conditions Applicable to Construction of Improvements.

- K. HOSF acknowledges that it has fully inspected the Facility and accepts the same and the improvements thereon in their existing condition and agrees that no demands for any alterations, additions, or repairs are to be made upon the City except in accordance with this Agreement.
- L. HOSF shall submit the design of all proposed improvements and renovations to the Director for approval in advance of any work. All submissions shall be sufficient in detail to enable the Director, or Director's designee, to make an informed judgment concerning the quality of the contemplated improvements and renovations. Such approval shall not be unreasonably withheld.
- M. City's approval of plans pursuant to the foregoing shall not constitute approval of such plans in any manner except as required by this Agreement. HOSF shall obtain building permits for all tenant improvements if applicable and shall comply with all laws and regulations applicable to such improvements including, but not

- limited to, building codes, fire codes, the Americans with Disabilities Act ("ADA"), CEQA, and zoning. HOSF shall assume all fees and charges levied in connection with the issuance of building permits.
- N. HOSF shall provide to the City an enumeration of improvements to the Facilities and the equipment and fixtures to be installed, including the installed cost of improvements, fixtures, and equipment. For all equipment, HOSF shall provide a detailed listing of the equipment name, model, manufacturer, and specification sheet for approval. The City shall work closely with HOSF to accomplish the mutually described objectives of the improvements to the Facility. The City retains the right to reject specific pieces of equipment or design if deemed necessary to comply with the working drawings, specifications, and environmental assessment for the Facility.
- O. HOSF shall give written notice to the City at least fourteen (14) days before any materials or services of any type are delivered to or at the Facilities for any purpose for which a mechanic's or material man's, contractor's, or subcontractor's lien may attach to the premises so as to enable City to post a notice of non-responsibility on the premises.
- P. All work shall be performed in a good and workmanlike manner, shall substantially comply with any plans and specifications approved by City, and shall comply with all applicable governmental permits, laws, ordinances, and regulations.
- Q. HOSF shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in Mechanics' Lien Law in effect at the place of construction when the work begins. No such payment shall be construed as rent. HOSF shall not suffer or permit to be enforced against the Facility or any part of it any mechanic's material man's, contractor's, or subcontractor's lien arising from any work of improvement however it may arise. However, HOSF may, in good faith and at its own expense, contest the validity of any such asserted lien, claim or demand, provided Discovery Museum has furnished the bond required in California Civil Code section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the premises from the effects of such a lien claim).
- R. HOSF shall defend and indemnify City and County against all liability and loss of any type arising out of work performed at the Facility by HOSF, their officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed or acting on their behalf, together with reasonable attorneys' fees and all costs and expenses incurred by City and County in negotiating, settling, defending, or otherwise protecting against such claims.
- S. Any new improvements placed by HOSF on City-owned property shall become the property of the City, without the requirement of reimbursement to the HOSF.

- T. After completion of construction of tenant improvements, HOSF shall not make, or suffer to be made, any exterior alterations of the History Museum or any part thereof without the prior written consent of the City.

#### Section 10. Taxes and Assessments.

HOSF shall pay, before delinquency, all lawful taxes, assessments, fees, or charges which at any time may be levied by the State of California, County, City, or any tax or assessment levying body upon any interest in this Agreement, or any possessory right which HOSF may have in or to the Facility or improvements thereon by reason of its use or otherwise, as well as all taxes, assessments, fees, licenses, and charges on goods, merchandise, fixtures, appliances, equipment owned or used by it in or about the Facility. If the County determines that this Agreement creates a possessory interest subject to property taxation, HOSF shall be subject to payment of property taxes levied on the possessory interest by the County.

#### Section 11. Indemnity and Hold Harmless.

- a. Indemnity: HOSF shall fully indemnify and save harmless, City and County, their 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 and/or costs reasonable incurred by City's or County's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this 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 HOSF, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the City or the County, their officers or employees reviewed, accepted or approved any service or work product performed or provided by the HOSF, and whether or not such Liabilities are litigated, settled or reduced to judgment.
- b. Obligation to Defend: HOSF shall, upon City's or County's request, defend at HOSF'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 HOSF, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- c. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 11, the existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 11, nor shall the limits of such insurance limit

the liability of HOSF hereunder. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

Section 12. Insurance.

During the term of this Agreement, HOSF shall maintain in full force and effect, at its own cost and expense, the following insurance coverages:

- F. Workers' Compensation. Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California Statutes and Employer's Liability coverage of at least \$1 million per occurrence. In the event the HOSF is self-insured, it shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limit combined with the Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limited combined with the Self-Insurance Retention.
- G. General Liability Insurance. The HOSF must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance  
 Broad Form Property Damage Liability  
 Personal Injury Liability  
 Products and Completed Operation Liability  
 Contractual Liability  
 Liquor Liability  
 Directors and Officers Liability  
 Property Insurance for owned assets

The amount of the policy shall not be less than \$1 million, Single Limit Per Occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento and County of Sacramento, its officers, employees, and agents are to be named as "Additional Insureds" under the policy, and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered there under.

- H. Property Insurance. The HOSF shall provide property insurance coverage for all assets of which it retains ownership including collections and exhibits. City shall provide property insurance coverage for all assets of which it retains ownership including collections and exhibits. City may elect to be self-insured.

- I. Certificate of Insurance. The HOSF will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management Division, 915 I Street, Fourth Floor, Sacramento, California 95814, within fifteen (15) days of the execution of this Agreement and prior to engaging in any operation or activity set forth in this Agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this Agreement without thirty (30) days written notice to the City prior to the effective date of such cancellation or change in coverage.
- J. Acceptability of Insurer. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

### Section 13. Regulations and Ordinances.

HOSF shall, at all times, comply with and abide by all pertinent or applicable regulations and ordinances of the City of Sacramento and County of Sacramento and the laws of the State of California and the United States insofar as the same or any of them are applicable and shall obtain and keep in effect all necessary permits and licenses required for any and all operations permitted herein.

### Section 14. Equal Rights.

HOSF agrees that it shall not make any discrimination, distinction, or restriction on account of sex, color, race, religion, ancestry, disability, national origin, sexual orientation, or any other arbitrary basis contrary to the provisions of Section 51 of the Civil Code of the State of California which is incorporated herein by reference as if set forth in full or any City Ordinance prohibiting discrimination.

### Section 15. Non-Discrimination.

- E. The HOSF shall not discriminate in the employment of persons because of race, color, national origin/ancestry, religion, sex, disability, sexual orientation or age of such person. All provisions of Part 2.8 of Division 3, of Title 2 (sections 12900 through 12996) of the California Government Code (California Fair Employment and Housing Act) are incorporated herein by reference as if set forth in full.
- F. The HOSF shall make a concerted effort to employ a work force which is representative of the population of the City of Sacramento. HOSF shall meet the Director, or Director's designee, within ninety (90) days after the execution of this Agreement and provide a plan to uphold a fully integrated work force. This plan shall be acceptable to the City. The goals established in the plan shall not be construed as "quotas" but are goals which HOSF shall make a good faith effort to achieve. In the development of the plan, the HOSF and the Director shall be guided by the U.S. Government standards and policies referred to in Presidential Executive Order No. 11246 adopted by the Office of Federal Contract Compliance and set forth in the Federal Register, Volume 35, Page 2586,

February 5, 1970 and from the 2000 Census relating to percentages of minority populations within the City of Sacramento.

- G. HOSF shall furnish a complete list of all employees designating their ethnicity to the Department of Convention, Culture and Leisure, 1030 15<sup>th</sup> Street, Suite 250, Sacramento, California 95814, twice each calendar year. The report shall be furnished no later than twenty (20) days after June 30<sup>th</sup> and December 31<sup>st</sup> of each year for the previous six calendar months.
- H. City may terminate this Agreement for failure by the HOSF to demonstrate, without good cause as determined by the City Council, compliance with or substantial progress toward the goals set forth in HOSF's approved plan. Prior to any such termination, City shall give HOSF a notice of non-compliance and a sixty (60) day period thereafter within which to make progress, satisfactory to the City Council, toward compliance with the approved plan.

#### Section 16. Removal of Property upon Agreement Termination.

Upon the expiration of the term of this Agreement, or upon the sooner termination of this Agreement as provided herein, HOSF shall within thirty (30) days, remove, at its own expense, its own furniture, furnishings, equipment, inventory, and trade fixtures. It is agreed that City, or City's assignee, during this thirty (30) day period, shall have the first right to purchase the furniture, furnishings, equipment, and trade fixtures of HOSF for the same price that HOSF would be willing to sell the goods to any other person. Should HOSF fail to remove these items within the thirty (30) day period, it shall lose all right, title, and interest in and to the items, and City may elect to keep the same upon the demised premises or to sell, remove, or demolish them.

#### Section 17. Severability.

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

#### Section 18. Notices.

All notices and orders that may be given under this Agreement may be served by first class mail or in person to City at Department of Convention, Culture and Leisure, 1030 15<sup>th</sup> Street, Suite 250, Sacramento, California 95814; and to Historic Old Sacramento Foundation, 1111 2<sup>nd</sup> Street, Suite 300, Sacramento, California 95814, or such address as either may provide to the other in writing. Service shall be deemed complete upon deposit in the mail or upon delivery.

#### Section 19. Hazardous Materials.

HOSF shall not use, store, release or otherwise introduce onto the Facility any hazardous

material in violation of applicable law. HOSF shall be solely responsible for the complete cost of removal and/or remediation of any hazardous material that is introduced or brought onto the Facility by HOSF, and shall defend and indemnify City, its officers, and employees from and against any claims or other liabilities therefore in accordance with the provisions of Section 11 above. As used in this Section 19, "HOSF" shall mean and include HOSF, its officers, employees or agents.

#### Section 20. Waiver.

The waiver by City or the County of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by HOSF shall in no way impair the right of City or the County to avail itself of subsequent breach thereof.

#### Section 21. Enforceability; Choice of Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California. The titles to the sections of this Agreement are for convenience only and shall have no effect upon the construction or interpretation of any part of this Agreement.

#### Section 22. Attorneys' Fees.

Any Party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing Party in such suit or proceeding shall be entitled to recover from the other Party or Parties reasonable costs and expenses, including attorneys' fees.

#### Section 23. Damage and Destruction.

In the event of the damage or destruction of any substantial portion of the improvements on the Facilities, the City may terminate this Agreement immediately and shall have no obligation to reconstruct or repair the damaged or destroyed improvements. City shall retain the sole option to either repair, reconstruct, or terminate this Agreement irrespective of the degree of damage or destruction.

#### Section 24. Assignment.

HOSF shall not, without the written consent of City, assign, hypothecate, mortgage, grant control of this Agreement or of the business conducted pursuant thereto, or any rights or obligations under this Agreement to any other party, which consent shall not be unreasonably withheld. Any such attempted assignment or granting of control without the written consent of City shall, at the election of City and without notice, render this Agreement null and void and of no further force and effect. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

#### Section 25. Binding on Successors.

The covenants and conditions herein contained shall, subject to the provisions of assignment in Section 24 above, apply to and bind the successors, executors, administrators and assigns of all of the Parties hereto.

Section 26. Condemnation.

In the event any entity with the power of eminent domain shall take the premises, or any part thereof, actually using the power of eminent domain or negotiating under the threat of the use of the power of eminent domain, then:

- (a) In the event of taking of the entire premises, this Agreement shall be terminated when title passes to the condemnor or when possession is obtained by the condemnor, whichever shall occur first.
- (b) In the event of taking of less than the entire premises, HOSF shall have the right to terminate this agreement by giving 30 day advance written notice to City.

Section 27. Termination.

Any Party may terminate this Agreement without cause upon one hundred eighty (180) days written notice to the other Parties. Any Party may terminate this Agreement with cause upon thirty (30) days written notice to the other Parties. Cause for termination shall be defined as failure to cure any non-compliance with the terms of this Agreement within thirty (30) days after giving written notification of the non-compliance by the terminating Party.

Section 28. Entire Agreement: Amendment in Writing.

This Agreement, including the exhibits referenced in this Agreement, supersedes City Agreement Number 2004-0033 as of the commencement date of this Agreement, and is the final, complete and exclusive agreement among the Parties and covers in full each and every agreement of every kind or nature, whatsoever, concerning the subject matter of this Agreement and all preliminary negotiations and agreements of whatsoever kind or nature, are merged into this Agreement. The City has made no representations or promises whatsoever with respect to the subject matter of this Agreement, except those contained in this Agreement, and no other person, firm or corporation has at any time had any authority from the City to make any representations or promises on behalf of the City, and HOSF expressly agrees that if any such representations or promises have been made by others, HOSF hereby waives all right to rely on any such representations or promises. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided in this Agreement, no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

Section 29. Time of Essence.

Time is expressly declared to be in the essence of this Agreement.

Section 30. Exhibits.

All exhibits referred to in this Agreement are hereby incorporated by reference.

Section 31. Authority.

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

Executed as of the day and year first stated above.

COUNTY OF SACRAMENTO  
A political subdivision of the  
State of California

CITY OF SACRAMENTO  
A Municipal Corporation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title  
For Terry Schutten, County Executive

\_\_\_\_\_  
Title  
For Ray Kerridge, City Manager

HISTORIC OLD SACRAMENTO FOUNDATION, INC.  
A Non-profit Corporation,

\_\_\_\_\_  
Chairman  
Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Counsel

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

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

**EXHIBIT A**

The common street address is 101 I Street, Sacramento, California 95814.

EXHIBIT B

6/30/07 2006 CALIFORNIA BOOK DEPRECIATION SCHEDULE												PAGE 1										
SACRAMENTO MUSEUM OF HISTORY, SCIENCE & TECHNOLOGY												68-0321106										
LN.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR DEPR.	SPECIAL DEPR.	PRIOR 179/ BONUS/ SP. DEPR.	PRIOR DEC. BAL. / DEPR.	SALVAGE / REDUCT.	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.						
DEPR. SCHEDULE ONLY																						
AUTO / TRANSPORT EQUIPMENT																						
1	FORD VAN	8/01/95		26,924							26,924	26,924	S/L	5		0						
30	90 AEROSTAR CITY CONTRIBU	3/05/01		2,365							2,365	2,365	S/L	5		0						
33	98 CHEVY ASTRO	12/31/01		15,649							15,649	14,085	S/L	5		1,564						
34	94 DODGE VAN	12/31/01		7,060							7,060	6,354	S/L	5		706						
TOTAL AUTO / TRANSPORT EQUIP												51,998	0	0	0	0	51,998	49,728				2,270
FURNITURE AND FIXTURES																						
2	FURN & FIXTURES	1/01/88		31,966							31,966	31,966	S/L	7		0						
3	CHAIRS	1/01/90		2,463							2,463	1,870	S/L	7		0						
4	CHAIRS PLANETARIUM	1/01/90		1,182							1,182	842	S/L	7		0						
5	FLAGPOLES	1/01/92		840							840	781	S/L	5		0						
6	SIGNAGE	6/01/94		1,197							1,197	1,178	S/L	5		0						
7	PROJECTION VIDEO	9/01/94		3,524							3,524	3,466	S/L	5		0						
8	VCR	10/01/94		535							535	527	S/L	5		0						
9	SIGNAGE	3/01/95		7,430							7,430	7,430	S/L	5		0						
10	EQUIPMENT	1/01/96		3,977							3,977	3,977	S/L	5		0						
11	EQUIPMENT	3/01/96		496							496	496	S/L	5		0						
12	EQUIPMENT	5/01/96		700							700	700	S/L	5		0						
13	EQUIPMENT	12/01/96		617							617	553	S/L	5		0						
18	SCANNING SYSTEM	6/30/99		16,443							16,443	16,443	S/L	7		0						
23	CHAIRS	3/30/00		2,364							2,364	2,364	S/L	5		0						
24	CHAIRS AND TABLES	5/31/00		2,469							2,469	2,469	S/L	5		0						
25	CHIPPER AND PRIMER	9/30/99		1,967							1,967	1,967	S/L	5		0						

2006 CALIFORNIA BOOK DEPRECIATION SCHEDULE															PAGE 2		
SACRAMENTO MUSEUM OF HISTORY, SCIENCE & TECHNOLOGY															68-0321106		
6/30/07	NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR.	PRIOR DEC. BAL. DEPR.	SALVAG /BASIS/ REDUCT.	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	BASE	CURRENT DEPR.
	31	CARPET	8/30/00		3,213							3,213	2,678	S/L	7		459
	32	TELEPHONE SYSTEM	1/11/01		3,317							3,317	2,607	S/L	7		474
	36	FURNITURE & FIXTURES	12/31/01		16,500							16,500	10,607	S/L	7		2,357
	46	MOON SCENARIO DISPLAY	9/30/04		5,250							5,250	1,838	S/L	5		1,050
	47	MICROSCOPES	3/31/05		1,900							1,900	475	S/L	5		380
	49	DVD PLAYER	3/31/05		683							683	171	S/L	5		137
	50	STORAGE CONTAINER	8/10/05		2,653							2,653	486	S/L	5		531
	62	STORAGE AND CUBOARDS	5/09/07		4,639							4,639		S/L	7		110
		TOTAL FURNITURE AND FIXTURE IMPROVEMENTS			116,355		0	0	0	0	0	116,355	95,891				5,498
	14	CLASSROOM	1/01/92		1,197							1,197	1,197	S/L	5		0
	15	ROOF	8/01/95		15,289							15,289	7,305	S/L	5		0
	17	SMUD IMPROVEMENTS	5/13/99		11,712							11,712	11,627	S/L	7		0
	21	FENCING SPACE CENTER	11/30/99		61,498							61,498	61,498	S/L	5		0
	28	P.A. SYSTEM	1/04/01		8,274							8,274	8,274	S/L	5		0
	35	HAVC UNIT	12/31/01		6,150							6,150	3,955	S/L	7		879
	37	DRAPERY	12/31/01		5,982							5,982	3,847	S/L	7		855
	38	DISPLAY CASES	12/31/01		2,480							2,480	1,593	S/L	7		354
	39	CANOPY	12/31/01		2,709							2,709	1,742	S/L	7		387
	40	SIGN	12/31/01		1,717							1,717	1,103	S/L	7		245
	41	FLOORING	12/31/01		22,000							22,000	14,143	S/L	7		3,143
	42	FENCING	12/31/01		5,590							5,590	3,595	S/L	7		799
	43	AWNING	12/31/01		36,375							36,375	23,382	S/L	7		5,196
	44	FLOORING	12/18/02		40,487							40,487	20,244	S/L	7		5,784
	48	FENCING POND	4/06/05		5,180							5,180	935	S/L	7		740

2006 CALIFORNIA BOOK DEPRECIATION SCHEDULE															PAGE 3		
SACRAMENTO MUSEUM OF HISTORY, SCIENCE & TECHNOLOGY															68-0321106		
6/30/07	IND.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/BASIS	BUS. ECT.	CUR. 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR.	PRIOR DEC. BAL. DEPR.	SALVAG /BASIS	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
	59	AWNING	4/26/07		18,573							18,573		S/L	10		310
		TOTAL IMPROVEMENTS			245,213		0	0	0	0	0	245,213	164,430				18,692
		MACHINERY AND EQUIPMENT															
	16	CHALLENGER EXHIBIT	10/15/97		842,190							842,190	888,883	S/L	7		0
	19	RESERVATION FEE	11/30/97		50,000							50,000	50,000	S/L	5		0
	20	ROCKET ENGINE DISPLAY	5/31/00		15,765							15,765	15,765	S/L	5		0
	45	ROBOT	6/30/04		5,737							5,737	2,294	S/L	5		1,147
	51	CDW CHALLENGER SOFTWARE	10/05/05		12,860							12,860	3,215	S/L	3		4,297
	52	PRINTERS	11/07/06		6,029							6,029		S/L	3		1,340
	53	COMPUTER	12/26/06		1,309							1,309		S/L	3		218
	54	COMPUTER KEYBOARDS	12/13/06		1,162							1,162		S/L	3		226
	56	10 COMPUTERS	1/15/07		11,410							11,410		S/L	3		1,902
	57	LAWNOWER	3/16/07		2,477							2,477		S/L	5		124
	58	OPTIPLEX E5300	3/30/07		1,323							1,323		S/L	3		110
	60	2 HP PROD.36064	1/15/07		8,806							8,806		S/L	3		1,468
	61	11 OPTIPLEX 61620PENS30	1/15/07		12,861							12,861		S/L	3		2,144
		TOTAL MACHINERY AND EQUIPME			971,929		0	0	0	0	0	971,929	908,157				12,966
		TOTAL DEPRECIATION			1,385,495		0	0	0	0	0	1,385,495	1,218,206				39,426
		GRAND TOTAL DEPRECIATION			1,385,495		0	0	0	0	0	1,385,495	1,218,206				39,426

**ATTACHMENT A**

**STANDARD FACILITY REPORT – UNITED STATES**  
**Registrars Committee of the American Association of Museums**  
**Adopted 1998**

**Borrowing Institution Profile**

<b>Name of Borrowing Institution/Loan Venue</b>	Sacramento Museum of History , Science and Technology (aka The Discovery Museum Gold Rush History Center)
<b>Contact Person</b>	Gary Nightengale
<b>Title</b>	Director of Public Programs/History Curator
<b>Mailing Address</b>	101 "I" Street Old Sacramento, CA 95814
<b>Street Address</b>	101 "I" Street Old Sacramento, CA 95814
<b>Shipping Address</b>	101 "I" Street Old Sacramento, CA 95814
<b>Telephone Number</b>	916-264-7059
<b>Fax Number</b>	916-264-5100
<b>E-mail Address</b>	garyn@thediscovery.org
<b>World Wide Web URL</b>	www.thediscovery.org
<b>Purpose of Loan/ Exhibition Title</b>	
<b>Dates at Loan Venue</b>	

**STANDARD FACILITY REPORT**  
*Adopted by the Registrars Committee*  
*American Association of Museums, 1998*

**NOTICE**

IT IS UNDERSTOOD THAT THE INFORMATION INDICATED IN THIS FORM IS CRITICALLY CONFIDENTIAL AND WILL BE USED BY THE POTENTIAL LENDING INSTITUTION ONLY IN EVALUATING FACILITIES OF POTENTIAL BORROWERS AND IN PREPARING APPLICATIONS FOR INDEMNITY. THIS FORM MUST BE STORED IN A SECURE LOCATION AND NO COPIES ARE TO BE MADE OR DISTRIBUTED WITHOUT THE EXPRESS CONSENT OF THE SUBJECT INSTITUTION. THIS FORM MUST NOT BE DISTRIBUTED VIA FAX.

**INSTITUTION NAME:**

Sacramento Museum of History, Science and Technology  
(aka The Discovery Museum Gold Rush History Center)

**Please attach a floor plan of the museum, indicating:**

- where borrowed object(s) will be displayed
- receiving area
- location of reception areas
- location of portable fire extinguishers, fire suppression and detection systems

Floor plan attached  Yes  
 No

Please indicate the system of measurement used to report dimensions and weight capacities for your museum:

- English measure (feet, inches, miles, etc.)
- International System of Units (IS) (meters, centimeters, kilograms, kilometers, etc.)

**1. GENERAL INFORMATION**

1.1 Is your institution currently accredited by the American Association of Museums?  Yes  No

If yes, date of most recent accreditation decision

1.2 Check the type(s) that best describe your institution:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Museum (non-profit) | <input checked="" type="checkbox"/> History           |
| <input type="checkbox"/> Aquarium                       | <input type="checkbox"/> Natural History/Anthropology |
| <input type="checkbox"/> Arboretum/Botanical Garden     | <input type="checkbox"/> Nature Center                |
| <input type="checkbox"/> Art                            | <input type="checkbox"/> Science                      |
| <input type="checkbox"/> Children's/Youth               | <input type="checkbox"/> Zoo                          |
| <input type="checkbox"/> General                        | <input type="checkbox"/> Other (specify)              |
| <input type="checkbox"/> Historic House                 |   |
| <input type="checkbox"/> University                     | <input type="checkbox"/> Cultural Organization        |
| <input type="checkbox"/> Museum or Gallery              | <input type="checkbox"/> Library                      |
| <input type="checkbox"/> Student Center/Union           | <input type="checkbox"/> Religious Institution        |
| <input type="checkbox"/> Library                        | <input type="checkbox"/> Civic/Exhibition Center      |

Department \_\_\_\_

Fair Building  
 Other (specify)

Other (*specify*)

**GENERAL INFORMATION (cont.)****Geographic Profile**

Contact your local fire department and/or municipal building department for assistance in answering questions 1.3 through 1.6.

1.3 Is your building located in an earthquake or earth movement prone zone?  Yes  No

Please consult the map in the printed report to determine the number corresponding to the area in which your building is located. Use the blank below to indicate the seismic zone number listed on the map.

Seismic Zone

1.4 Is your building located in an area designated as a flood zone or next to a body of water which can overflow its boundaries?  Yes  No

If so, what is the flood rating for your building?

Explain rating method:

1.5 Is your building located in an area subject to other natural catastrophes such as hurricanes, tornadoes, or severe windstorms?  Yes  No

If yes, is your building equipped with working storm shutters?  Yes  No

If yes, what types of shutters?

1.6 Is your institution in a designated brush zone?  Yes  No

## Staff and Major Contractors

1.7 Use the matrix below to provide information on key museum staff members who will work with temporary or traveling exhibitions. Provide both work and home numbers for employees. Under employment status, please indicate if employee is a full- or part-time staff member or is a contractor. If employee is a contractor, provide the name of the contracting firm or organization. Please provide the specialty of curators and conservators. Attach a continuation sheet if necessary.

POSITION	NAME	TITLE	TELEPHONE/FAX NUMBERS	E-MAIL ADDRESSES	EMPLOYMENT STATUS (F/T, P/T, Contractor)
Director (Chief Exec. Officer)	Dr. Evangeline Higginbotham, PhD.	Executive Director	Work: 916-264-7108 Home: 916-933-2214 Fax: 916-264-5100	evangeline.h@thediscovery.org	F/T
Security Supervisor	Mike Sickels	Facilities Supervisor	Work: 916-264-7059 Home: 916-456-2477 Fax: 916-264-5100	mikes@thediscovery.org	F/T
Registrar I	Stephanie Dingley	Registrar/ Exhibit Coordinator	Work: 916-264-7059 Home: Fax: 916-264-5100	stephanied@thediscovery.org	P/T
Registrar II			Work: Home: Fax:		
Shipping/Receiving Officer	Mike Sickels	Facilities Supervisor	Work: 916-264-7059 Home: 916-456-2477 Fax: 916-264-5100	mikes@thediscovery.org	F/T
Curator I	Gary Nightengale Specialty: History	Director of Public Programs/Curator	Work: 916-264-7059 Home: 209-368-1259 Fax: 916-264-5100	garyn@thediscovery.org	F/T
Curator II	Specialty:		Work: Home: Fax:		
Conservator I	Specialty:		Work: Home: Fax:		
Conservator II	Specialty:		Work: Home: Fax:		
Customs Broker			Work: Home: Fax:		

**General**

2.1 Please indicate the dates your original building and any subsequent additions were completed. Use an "x" to indicate the gallery/areas where loan items will be stored and displayed.

	Date of Completion	Loan Item Storage Area	Loan Item Display Area
Original Building	1985	Sacramento Archives & Museum Collections Center	
Addition 1			
Addition 2			
Addition 3			

2.2 What type of building materials were used for your original building?  
*[Indicate "x" where appropriate]*

Original Building	Adobe	Brick	Concrete	Glass	Safety Glass	Steel	Stone	Wood	Fabric/Carpet	Other (specify)
Exterior Walls		X	X	X		X				
Interior Walls								X	X	Drywall
Floors							X	X	X	Slate
Ceilings										Drywall
Structural Supports						X				

What type of building materials were used for subsequent additions? Attach an additional sheet if necessary.  
*[Indicate "x" where appropriate]*

Addition 1	Adobe	Brick	Concrete	Glass	Safety Glass	Steel	Stone	Wood	Fabric/Carpet	Other (specify)
Exterior Walls										
Interior Walls										
Floors										
Ceilings										
Structural Supports										

2.3 Indicate ("x") the most appropriate description of your building and any additions. Contact your local fire department or municipal building department for assistance, if necessary, in answering this question.

	Type I -- Fire Resistive	Type II -- Non-Combustible	Type III -- Ordinary	Type IV -- Heavy Timber	Type V -- Wood Frame
Original Building					
Addition 1					
Addition 2					
Addition 3					

If your original building or any additions are Type I -- Fire Resistive, is there a sprayed-on fire retardant?  Yes  No

Discovery Museum Reorganization  
BUILDING CONSTRUCTION, CONFIGURATION AND MAINTENANCE (cont.)

July 15, 2008

2.4 Are all structures free-standing?  Yes  No

If no, provide a physical description and the purpose of the larger structure into which it is incorporated and how museum access is restricted/monitored:

2.5 Are you undergoing renovation at this time?  Yes  No

2.6 Do you anticipate any construction or renovation projects during the proposed loan period?  Yes  No

If yes, explain: Undergoing ADA upgrades to ensure compliance. Installation of new smoke detection system (VESDA Sampling unit). Received a \$500,000 city grant to renovate exhibit areas over the next three years.

2.7 How many floors does your building have? 2 floors plus a mezzanine level

If more than one floor, indicate mode of access between levels:

Stairs  Elevator  Other (*specify*) Escalator

Are floors divided by three-hour fire doors?  Yes  No

**Temporary Exhibition Space(s)**

2.8 Indicate the layout of your temporary exhibition area(s):

One large room  Series of small rooms

Other (*specify*)

2.9 What is the load capacity of exhibition gallery floors (if it pertains to the loan object(s) in question)?

2.10 Are any temporary exhibition spaces located in public activity areas such as lobbies, lounges, hallways, libraries, cafes, classrooms, etc.?  Yes  No

If yes, describe: When no temporary exhibits are installed in first floor gallery, the space is sometimes used for special events and fundraising activities.

2.11 Are the temporary exhibition areas used only for viewing?  Yes  No

If no, what other function(s) do they serve? When no temporary exhibits are installed in first floor gallery, the space is sometimes used for special events and fundraising activities.

2.12 Are there any water fixtures or accessories such as plumbing pipes, sprinkler systems, water fountains, etc., located in or above temporary storage or exhibition areas?  Yes  No

If yes, describe:

Discovery Museum Reorganization  
BUILDING CONSTRUCTION, CONFIGURATION AND MAINTENANCE (cont.)

July 15, 2008

2.13 Do you have a modular wall partition/panel system?  Yes  No

If yes, indicate means of support:

Supported at floor and ceiling  Supported only at floor

Indicate the materials used in construction: Merculon: Aluminum and wood with masonite sheathing.

2.14 Describe the type and location of public activities that take place in your building, other than exhibitions:  
A conference roo on the mezzanine level is available for rental for meetings, birthday parties and other events. The Museum may be rented for after hours events and fundraisers. The center Gallery is available for rental ONLY WHEN NO TEMPORARY EXHIBIT IS INSTALLED.

Do these activities take place in temporary exhibition galleries?  Yes  No

2.15 Are eating and drinking ever permitted in:

Temporary exhibition galleries?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Temporary exhibition storage?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Receiving area?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Temporary exhibition preparation area?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If yes, please explain:

2.16 Do you make routine inspections for rodent, insect and microorganism problems?  Yes  No

If yes, describe means and frequency: The interior is inspected daily by operations staff as part of the opening procedure. Any sign of infestation is reported to Curator and Facilities Supervisor. The exterior and interior are inspected once a month by certified exterminator.

2.17 Do you undertake routine extermination/fumigation procedures?  Yes  No

If yes, describe methods, products used, and frequency: Monthly inspection by certified exterminator which includes placement of glue boards and pesticide application.

Describe what course of action you would take if and when an infestation occurs: Action would vary dependent on type and degree of infestation. In general, removal and isolation of infested items, protection of other items/artifacts that may have been exposed. Appropriate remediation to control infestation and analysis to prevent future infestations. Use of certified exterminator if needed.

2.18 Please supply details of how the exhibition area is managed during an exhibition with regard to routine lamp replacement, cleaning procedures, and checking of equipment: Loan objects are exhibited in secure, locked and/or alarmed cases. Cases and exhibits are inspected by operations and curatorial staff during opening procedures. If lamp replacement is needed, curatorial and/or facilities staff is notified. If necessary to move objects/artifacts for cleaning or maintenance, the curatorial staff either handles the object or is present to supervise move.

**Shipping and Receiving**

2.19 What are your normal receiving hours? 7 am to 5 pm, Monday through Friday

2.20 Can you accommodate a delivery at times other than these hours?  Yes  No

2.21 How are large shipments received? Use of forklift, pallet jack and lift gates as required. Facility has capacity to raise and or lower glass wall section (FeetXF3eet????) to accomodate oversized installations.

2.22 What is the largest size vehicle your loading area will accommodate (if it pertains to the loan objects in question)? 20' long panel truck

2.23 Do you have (or have access to) the following? Please "x" all that apply and provide requested details, if they relate to the loan item(s) in question.

- Shipping/receiving door (dimensions: H 10' W 6')
- Raised loading dock (height from ground:     )
- Dock leveler
- Forklift (weight capacity: 3,500 lbs.)
- Hydraulic lift (weight capacity: 1,000 lbs.)
- Crane (weight capacity:     )
- Ramp (length:     )
- Scaffolding (height:     )
- Other (specify: furniture dollies, hand truck to 500 lbs. capacity)

2.24 What is the maximum size crate your shipping/receiving door can accommodate?  
(H 10' W 6' D 4')

2.25 If you do not have a shipping/receiving door or a raised dock, how do you receive shipments? (*Describe loading area and indicate on attached floor plan*)

2.26 Is your loading area:  Sheltered  Enclosed  Neither

2.27 Describe security precautions taken in your loading area: Shipments are received by either curatorial or facilities staff, depending upon items being received. Collection items/artifact shipments are supervised by curatorial staff. Level of security/monitoring would be adjusted as appropriate for items being received.

2.28 Do you have a secure receiving area separate from the loading area?  Yes  No  
(Dimensions: L      W      Ceiling H     )

If yes, is this area used only for exhibition objects?  Yes  No

If not, please describe other uses.

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BUILDING CONSTRUCTION, CONFIGURATION AND MAINTENANCE (cont.)

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2.29 How is access to the receiving area controlled? Receiving area is secured by locked doors and access is controlled by electronic key pad access.

2.30 Where do you usually unpack/repack/prepare objects for exhibition? (*Indicate by numbering all appropriate items in priority order, with 1 being the space most frequently used.*)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Receiving room            | <input checked="" type="checkbox"/> Exhibition galleries |
| <input type="checkbox"/> Exhibition preparation room          | <input checked="" type="checkbox"/> Storage area         |
| <input checked="" type="checkbox"/> In-house packing facility | <input type="checkbox"/> Outside packing facility        |

2.31 Do you utilize an off-site packing/preparation facility?  Yes  No

If yes, indicate the most appropriate description:

- |  |   |
|--|---|
| <input type="checkbox"/> Museum property         | <input type="checkbox"/> Commercial space contracted as needed  |
| <input type="checkbox"/> Rented commercial space | <input checked="" type="checkbox"/> Other (specify) <u>Sacramento Archives &amp; Museum Collection Center</u> |

Indicate distance from your institution: 1.5 miles

What is the mode of transportation between the two facilities? Panel van or cargo truck with lift gate

Does a professional museum staff member always supervise packing/unpacking?  Yes  No

What is the title of the staff person responsible? Curator or Registrar/Exhibits Coordinator

2.32 Where do you usually store loaned objects before they are installed? (*Indicate by numbering all appropriate items in priority order, with 1 being the space most frequently used.*)

- |  |   |
|--|---|
| <u>1</u> Receiving room                            | <u>4</u> Exhibition galleries                     |
| <u>2</u> Exhibition preparation room               | <u>3</u> Storage area                             |
| <input type="checkbox"/> In-house packing facility | <input type="checkbox"/> Outside packing facility |

2.33 Do you have a freight elevator?  Yes  No

Interior dimensions: L 10' W 8' Ceiling H 7'

Load capacity: 8,000 lbs.

Storage

2.34 Do you have a secured storage area for temporary exhibition objects?  Yes  No

Interior dimensions: L 10' W 9' Ceiling H 10'

Dimensions of door: H 7' W 10'

Is it:    Separate from your permanent collection storage  Yes  No  
          Locked  Yes  No  
          Alarmed  Yes  No  
Climate-controlled  Yes  No  
*(See Section 3 for detailed environmental information)*

Who has access/keys? Management Staff, Curatorial Staff, Facilities Staff

How is access controlled? Electronic Key Pads

2.35 Do you have fire detection and/or suppression systems in your temporary exhibition object storage area? *(See Section 4 for detailed information on fire protection)*  Yes  No

Describe: Smoke detection, fire extinguishers, video monitoring

2.36 Do you have a highly secured storage area for precious small temporary exhibition objects?  Yes  No

If yes describe: Fire proof safe in Controllers office.

2.37 Where do you store empty crates? *("x" all appropriate)*

On-premises  Off-premises

If on-premises, is area:  temperature-controlled  
 pest-controlled  
 humidity-controlled

If off-premises, is area:  temperature-controlled  
 pest-controlled  
 humidity-controlled

**Heating and Air Conditioning**

3.1 Is your environmental control system in operation 24 hours a day, 7 days a week including times when the museum is closed?

Yes       No

Is there a back-up system for your environmental control system?

Yes       No

If yes, how long can it operate?

3.2 Indicate the type and location of your environmental control systems (*"x" all appropriate*):

	Temporary Exhibition Storage	Temporary Exhibition Gallery	Throughout Building
Centralized 24-hour temperature control system			X
Centralized 24-hour humidity control system			X
Centralized 24-hour filtered air			X
Simple air conditioning (window units)			
Simple heating			

3.3 Describe cooling system:

	Type	Year Installed or Upgraded
In temporary exhibition galleries	HVAC- water cooled, forced air	1985
In temporary exhibition storage	HVAC- water cooled, forced air	1985

3.4 Describe heating system (i.e., convection, forced air, solar):

	Type	Year Installed or Upgraded
In temporary exhibition galleries	Forced air	1985
In temporary exhibition storage	Forced air	1985

3.5 Are portable heating devices used anywhere in your facility?

Yes       No

If so, what kind and where? Electric space heaters are occasionally used in admissions, gift shop and work shop areas.

3.6 Describe humidity control equipment:

	Type	Year Installed or Upgraded
In temporary exhibition galleries	Integrated with building HVAC system	1985
In temporary exhibition storage		

3.7 Do you use any additives (i.e. corrosion-inhibitors, water treatments) in your humidification system?

Yes       No

If yes, explain:

3.8 Who monitors and services the environmental systems?

- Staff
- On maintenance contract
- Called repair as needed

3.9 How often are the environmental systems monitored and serviced? twice a week - year round

3.10 What are the recorded temperature and relative humidity ranges in your:

	Temporary Exhibition Galleries		Temporary Exhibition Storage	
	Temperature	% RH	Temperature	% RH
In Spring/Summer	72 +/-5	45 +/-5	72 +/-5	50 +/-5
In Fall/Winter	72 +/-5	45 +/-5	72 +/-5	50 +/-5

3.11 What is the maximum usual variation percentage within a 24-hour period in your:

	Temporary Exhibition Galleries		Temporary Exhibition Storage	
	Temperature	% RH	Temperature	% RH
In Spring/Summer	6	5	3	3
In Fall/Winter	5	5	5	3

3.12 Who responds to environmental control system problems?

- In-house personnel
- Contractor
- Other (please specify): City of Sacramento Facilities Department

3.13 Are records of the variations in temperature and relative humidity kept?  Yes  No

3.14 Do you have the ability to adjust your temperature and relative humidity levels to meet the needs of different types of objects?  Yes  No

3.15 How many of each of the following do you have available and how often are they calibrated?

	Number available	Frequency of calibration
Recording hygrothermographs	2	monthly
Psychrometers		
Hygrometers		

3.16 Do you monitor and record temperature and relative humidity levels on a regular basis in:

- Temporary exhibition galleries?  Yes  No
- Temporary exhibition storage spaces?  Yes  No
- Display cases containing environmentally sensitive material?  Yes  No

If yes, by what means:  Recording hygrothermographs  
 Other (specify):

Indicate frequency: weekly

Who is responsible for monitoring these levels? Registrar/Exhibit Coordinator

3.17 Are the environmental conditions in temporary exhibition galleries: (*"x" the most appropriate*)

- Individually controlled
- All controlled as part of the entire building or with several other rooms

3.18 Are the temporary exhibition storage areas: (*"x" the most appropriate*)

- Individually controlled
- All controlled as part of the entire building or with several other rooms

3.19 How closely are loan objects positioned to heating, air conditioning, or humidification vents or units?

Describe: No objects or artifacts are located in direct airflow pathways.

**Lighting**

3.20 What type of lighting do you utilize in the temporary exhibition galleries? (*"x" all appropriate*)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Daylight            | <input checked="" type="checkbox"/> Fluorescent                             |
| <input checked="" type="checkbox"/> Windows             | <input checked="" type="checkbox"/> UV Filtered                             |
| <input checked="" type="checkbox"/> UV filtered         | <input type="checkbox"/> Incandescent                                       |
| <input type="checkbox"/> Equipped with shades or drapes | <input type="checkbox"/> Tungsten   |
| <input type="checkbox"/> Skylights                      | <input type="checkbox"/> Iodide   |
| <input type="checkbox"/> UV filtered                    | <input type="checkbox"/> Quartz   |
| <input type="checkbox"/> Equipped with shades or drapes | <input checked="" type="checkbox"/> Other ( <i>specify</i> ) <u>Halogen</u> |

3.21 Do you have a light meter?  Yes  No

If yes, what type:

Do you have a UV meter?  Yes  No

3.22 How low can you adjust your light levels (# of foot-candles)? To 5 foot-candle power or lower as required for conservation of object.

3.23 Is your institution capable of building vitrines with special requirements upon request?  Yes  No

3.24 Are display cases equipped with dust filters?  Yes  No

3.25 Are display cases ever internally lit?  Yes  No

If yes, what type of lighting is used in the display cases (*"x" all appropriate*):

- Fluorescent
- Incandescent
- UV filtered
- Fiber optic

3.26 Are objects in display cases safeguarded against ultraviolet rays and heat build-up from interior lights?  Yes  No

If yes, how: UV filtered glass, vent holes and powered vents where required

4. FIRE PROTECTION

Contact your local fire department or municipal building department for assistance, if necessary, in answering questions 4.1 and 4.2 and 4.15.

4.1 What is the fire rating of your building (e.g., A1)? 3

4.2 Is the entire building protected by a fire and/or smoke detection/alarm system?  Yes  No

If yes, indicate type (ion detectors, etc.): VESDA air sampling system, continuously monitored

If no, describe areas not protected:

4.3 Do your institution's fire detection/alarm systems employ components listed by Underwriters Laboratories?  Yes  No

Are the systems installed according to UL standards?  Yes  No

4.4 Are all emergency exit doors equipped with alarms?  Yes  No

If yes, indicate type:

Do doors automatically unlock when a fire alarm is activated?  Yes  No

4.5 How are the systems checked? Continuous electronic monitoring

By whom? SONITROL (Contracted alarm company)

How frequently? Sensors checked annually by physical sampling

4.6 How is the fire/smoke detection/alarm system activated? (*"x" all appropriate*)

	Temporary Exhibition Galleries	Temporary Exhibition Storage Areas
Self-activated heat detection	X	X
Self-activated smoke detection	X	X
Control panel	X	X
Manual pull stations	X	X
Water flow switches in sprinkler system		X

4.7 Who does your fire alarm system alert? (*"x" all appropriate*)

- In-house central station (proprietary system)
- In-house audible devices
- Local fire station—direct line
- UL/FM-approved central station (*specify company*) SONITROL
- Other (*specify*)

4.8 Indicate the type(s) of fire suppression system(s) in operation where loaned object(s) will be **received, stored** and **exhibited**:  
 ("x" all appropriate)

*Sprinklers*

	Received	Stored	Exhibited
Wet pipe	x	x	
Dry pipe			
Delayed action			
Pre-action			
Other	x	x	x

Location(s): Administrative offices, volunteer break room, collections storage

Year installed 1985

Are the staff and guards trained in shut-off procedures?  Yes  No

*Gaseous fire suppression systems*

	Received	Stored	Exhibited
Halon			
Clean agent			
Other			

Location(s)

Year installed

*Fire hose cabinets per  
 local fire code*

Received	Stored	Exhibited
		X

Are fog nozzles installed?  Yes  No

*Portable fire  
 extinguishers*

Received	Stored	Exhibited
x	x	x

Specify type (e.g., pressurized water, carbon dioxide, dry chemical, foam, Halon, acid, other)

4.9 How often are portable extinguishers tested? Annually

4.10 How frequently is the staff trained in the use of portable fire extinguishers? Annually

4.11 In what areas and under what conditions is smoking allowed in your building? Smoking is never allowed

4.12 How far is your institution from the local fire station? 1.5 miles

4.13 How long does it take the fire department to arrive at your facility in response to an alarm? 4 minutes

4.14 How far is your building from the nearest fire hydrant? 10'

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FIRE PROTECTION (cont.)

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4.15 Is your local fire station staffed 24 hours a day?  Yes  No

What is the town class number for the fire department? (NB 4, NB 5, NB 9)? 2

Is there an on-site fire brigade?  Yes  No

Has the fire department visited your facility and met with you to pre-plan a course of action should a fire occur at your facility?  Yes  No

Date of the last visit by the fire department for pre-planning: 2004

4.16 Do you have an established fire emergency procedure?  Yes  No

If yes, how frequently is the staff trained in this procedure? Bi-annually

5. SECURITY

Guards and Access

5.1 Do you have 24-hour human guard security (as opposed to periods of electronic-only surveillance)?  Yes  No

If no, would your institution be willing to hire additional guards, if required?  Yes  No

5.2 What type of security personnel does your institution utilize? ("x" all appropriate)

- Security employees of your institution
- Other staff
- Contractors from an outside service company Name of company Sunrise Security Co.
- Students
- Volunteers/docents
- Other (specify) Contracted security, both private and off duty city police officers as needed.

5.3 Do you have a trained security supervisor in charge at all times?  Yes  No

5.4 Are your security personnel specially trained for your facility?  Yes  No

If yes, briefly explain the extent and duration of their training: Facilities manager/Security officer receives all training, including bomb scare issues, through the City of Sacramento Police Department. Receives additional training through the City of Sacramento Risk Management department.

5.5 Are your guards ("x" all appropriate)

- Armed?
- Pager-equipped?
- Other (specify)
- Radio-equipped?
- Phone-equipped?

5.6 Do you conduct background checks on guards prior to hiring?  Yes  No

Do you perform honesty testing on prospective or new employees?  Yes  No

Do you perform background checks on prospective or new employees?  Yes  No

5.7 Indicate the number of guards normally on duty:

	Throughout Building		In Temporary Exhibition Galleries	
	Stationary	Patrolling	Stationary	Patrolling
During public hours (day/evening)	0	0	0	0
When closed to the public, but open to staff	0	0	0	0
During closed hours	0	0	0	0

5.8 How many galleries are assigned to each guard? N/A

5.9 Is a guard assigned during installation and deinstallation?  Yes  No

If no, can one be, if required?  Yes  No

How is access restricted during installation and deinstallation of temporary exhibitions? All work is conducted in a secure area cordoned off to the public through the use of stanchions and barricades; objects are supervised by curatorial or facilities staff at all times; installation of high value or sensitive/fragile objects is completed when the Museum is closed to the public.

5.10 How often are temporary exhibition galleries checked when closed? 3 times daily

By whom? Curatorial and Operations Staff

How is the frequency of these checks ensured (e.g., checkpoint system, etc)? Operations staff checks galleries prior to arrival of other staff members, curatorial staff checks galleries prior to opening for the public, operations staff checks gallery after public has left and just prior to lockup.

5.11 How often are "checklist" checks made of the objects in temporary exhibitions? Objects in temporary exhibits are kept in locked, secured and/or alarmed cases. Checklist is assembled prior to installation along with condition reports, reviewed daily during exhibition, and then checked upon deinstallation and packing.

Who is responsible for these checks? Curatorial staff

5.12 Do you make a photographic record of objects within each temporary exhibition gallery?  Yes  No

5.13 Do you maintain records on internal movement and relocation of borrowed objects?  Yes  No

5.14 Are security personnel stationed at all entrances and exits to the building during open hours?  Yes  No

If no, explain: Guards are contracted only as needed.

5.15 Indicate the positions/titles of those individuals authorized to sign for the removal of museum objects from the building: Executive Director, Director of Public Programs/Curator, Registrar/Exhibit Coordinator.

5.16 Is every object entering or leaving the building signed in and out by security personnel?  Yes  No

5.17 Are the contents of bags, briefcases, etc. checked upon entering and exiting?  Yes  No

Is there a handcarry size restriction?  Yes  No

If yes, what is it? Backpacks, oversized handbags and infant strollers are held at reception area.

What is your policy on use of tripods in temporary exhibition galleries? Publicity photos and promotions using large photographic equipment such as light reflectors, tripods and large format cameras, requires authorization at the highest level and permission of the lender. Staff presence and supervision is required at all times.

5.18 Do you have a sign-in/sign-out procedure for guards and after-hours personnel?  Yes  No

5.19 How many staff members have keys to exterior doors? 11

Specify positions/titles: Executive Director; Public Programs Director; Facilities Supervisor; Lead Facilities Assistant; Facilities Assistant; Fiscal Controller; Director of Development; Membership Coordinator; Administrative Accounting Assistant; Special Events Coordinator; Lead Cashier

5.20 Are exterior perimeter checks of the building carried out?  Yes  No

If yes, by whom and how frequently? Daily by operations staff.

5.21 Do your staff (paid and volunteer) and special guests wear identifying badges when in non-public areas of your building?  Yes  No

5.22 Do you have an emergency response plan?  Yes  No

Do you have a disaster recovery plan?  Yes  No

Please list the date of the last revision for each: Emergency Response and Disaster Recovery were both revised in January of 2000.

If your institution utilizes such plans, how frequently is the staff trained in their implementation?  
Semi-annually, with monthly reminders during required staff meetings.

5.23 What emergency procedures are observed in the case of theft or vandalism?  
No case of theft or vandalism has occurred in the 21 year history of the Museum. Should there be a case of theft or vandalism; curatorial or security staff alert City police; complete all necessary incident reports; prepare insurance claims along with photo identification of objects and/or other property missing or damaged. Event is analyzed and evaluated to minimize chances for re-occurrence.

### Physical and Electronic Systems

5.24 Do you have an electronic security alarm system in operation throughout the building?  Yes  No

If no, specify which areas are **not** protected:

5.25 What types of detection equipment are in operation (*"x" all appropriate*)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Magnetic contacts   | <input type="checkbox"/> Microwave motion detectors        |
| <input checked="" type="checkbox"/> Photo electric beams                                      | <input type="checkbox"/> Passive infrared motion detectors |
| <input type="checkbox"/> Ultrasonic motion detectors  | <input type="checkbox"/> Pressure mats on switches         |
| <input type="checkbox"/> Sonic sensors  | <input checked="" type="checkbox"/> Closed circuit TV      |
| <input checked="" type="checkbox"/> Break glass sensors                                       | <input type="checkbox"/> Water detection devices           |
| <input checked="" type="checkbox"/> Other (specify) <u>Sound activated monitoring system.</u> |  |

5.26 Is your institution's security system certified by Underwriters Laboratories?  Yes  No

Are its components listed by UL?  Yes  No

5.27 Where does your detection system sound an alarm? (*"x" all appropriate*)

- Proprietary central station
- Local audible alarms
- Local police--direct line (*if ALL systems do not automatically register at the police station, indicate which ones do not*)
- UL/FM central station (*specify company*) SONITROL Security Systems
- Other (*specify*) SONITROL Security Systems Electronic Surveillance Co.

5.28 Do exterior doors open directly into the temporary exhibition area?  Yes  No

If yes, indicate locking mechanism:

5.29 Are there windows in the temporary exhibition area?  Yes  No

If yes, what type of physical security (e.g., bars, gates, mesh) protects them? 1/4 inch laminated safety glass

5.30 Are all the building's exterior openings (including entry/exit doors, windows, roof doors and air ducts) secured and alarmed?  Yes  No

If no, explain:

5.31 How are your security systems tested? By an electronic coding system

How often? Daily

Who undertakes these tests? Operations staff

5.32 Are tests conducted to determine the adequacy and promptness of human response to alarm signals?  Yes  No

If yes, how frequently? Semi-annually

5.33 Are records kept of all alarm signals received, including time, date, location, action taken and cause of alarm?  Yes  No

Who is responsible for keeping these records? Facilities Supervisor

5.34 How are fragile, small or extremely valuable objects protected?

Check all appropriate:

- Acrylic vitrines
- Glass vitrines
- Wall/permanent cases
- Free-standing cases (*specify construction*): wood, glass, plexiglass
- Locked cases
- Cases secured with exposed screws
- Cases secured with covered screws
- Cases secured with security screws
- Cases with sealed seams
- Alarmed cases (specify type) bullet-proof plexiglass
- Other (specify)

If none of the above, is your museum willing to borrow or construct secure cases?  Yes  No

5.35 How are small wall-mounted objects affixed to the wall to deter theft? (e.g., security plates, etc.) Mounted in plexicases secured to wall; framed pieces secured with security screws attached to wall; otherwise in secured, locked and/or alarmed cases.

5.36 What hardware is used to hang large, framed works? Pinch-block method

5.37 Can framed objects be individually alarmed, if required?  Yes  No

5.38 Indicate methods utilized to deter public access to large exposed objects: Objects are placed on raised platforms, behind plexiglass barriers and/or stanchions. Video cameras mounted throughout Museum monitors galleries and hallways during public hours.

Discovery Museum Reorganization  
**6. HANDLING AND PACKING**

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6.1 Do you have personnel available for loading and unloading?  Yes  No

If yes, how many? 4

6.2 Do you have staff specially trained to pack and unpack objects?  Yes  No

If yes, how many? 2

Supervised by whom? Curatorial Staff

What type of training is provided?

Do volunteers or interns handle borrowed objects?  Yes  No

If yes, how are they trained and who supervises their work?

6.3 Are written incoming and outgoing condition reports made on all objects?  Yes  No

If yes, by whom? Registrar/Exhibit Coordinator

6.4 When do staff use gloves for handling objects? As needed for conservation/preservation of objects

6.5 Is matting and framing carried out by your staff?  Yes  No

If no, indicate by whom:

6.6 Does your institution have a van or truck appropriate for transporting loan objects?  Yes  No

If yes, provide dimensions of: Door (H 6' W 6')

Interior (L 14' W 6' Ceiling H 6')

Is the vehicle ("x" all appropriate):  Air-ride

- Climate controlled
- Equipped with an alarm system
- Equipped with movable straps
- Equipped with lift gate

6.7 For the movement of objects, which companies (either air or ground) have given consistently good and conscientious service to your institution?

Company Name	Contact Individual	Telephone Number

7. INSURANCE

7.1 Which company provides insurance for your institution? Insurance of collection items is carried through the City of Sacramento - Risk Management Department.

Broker's name: Henderson-Phillips Fine Arts

Address: 1627 "I" Street, N.W., Suite 800, Washington D.C., 2006

Telephone number: 800-871-9111

Fax number: 202-955-5760

7.2 How long have you carried insurance with this company? Since 1985

Also:

Driver Alliant Insurance Services

1302 Dove Street, Suite 200

Newport Beach, CA 92660-2436

949-756-0271

7.3 What coverage does your policy for borrowed objects provide? Please "x" all that apply:

All-risk museum coverage, wall-to-wall (while on exhibit and in transit), subject to the standard exclusions

Coverage against burglary and theft

Coverage against fire

Coverage against rising water and water damage

Coverage against natural disasters (i.e., earthquake)

Coverage against mysterious disappearance

Coverage against employee dishonesty

7.4 What are the applicable non-standard exclusions of your policy affecting loans? There are no non-standard exclusions.

7.5 What are the deductible limits of coverage for borrowed objects? \$1,000.00

7.6 Have there been any individual damages or losses over \$5,000 to permanent, loaned or borrowed collections incurred during the last three years (whether or not a claim was filed)?  Yes  No

If yes, state the date of damage or loss, circumstances and cause, extent of the damage or loss, whether there was litigation or subrogation to determine blame or negligence (add additional sheet, if necessary).

What precautions have now been undertaken to prevent any further incidents?

8.1 List several temporary exhibitions you have recently hosted:

Exhibition Title/Organizing Institution	Year
It's News to Me - Stanton Island Children's Museum	2000-01
Color Play - Clifford Wagner Science Interactives, Inc.	2001
Lives of the Tree - Austin Children's Museum	2001
Brain Teasers - Oregon Museum of Science and Technology	2002
Space Toys - Arkansas Museum of Science and History	2002
Mormon Legacy: More Precious than Gold - Coloma State Parks	2001
Americans in Space - Brevard Museum of Art and Science	2000
Space Weather Center - Space Science Institute	2000

8.2 List other institutions you have borrowed from recently:

Name of Institution	Object Type	Year
California State Library	broadside, handbills, books	2006-07
Sacramento Public Library	books, broadsides	2006-07
The Sacramento Bee	promotional items, shirts, cups,	2006-07
California State University, Sacramento	Native American projectile points, cooking rocks, additional artifacts	1984-2007
University of California, Davis	gold objects	2002-07
California State University, Sonoma	archaeological remains (ceramics, bottles, metal objects, glass photographic plates)	2003-07
San Francisco Fine Arts Museum	gold jewelry	2002-04
De Young Museum, San Francisco	gold jewelry	2002-04

**9. ADDITIONAL INFORMATION AND COMMENTS**

Name of Institution	Object Type	Year
Crocker Art Museum, Sacramento	table	2002-07
California State Parks	Gold Rush related artifacts	1999-07
Stanford University	Charls Nahl painting	1999-07
California Military Museum	WWI artifacts	1998-07



10. VERIFICATION AND RESPONSIBILITY

THE UNDERSIGNED IS A LEGALLY AUTHORIZED AGENT FOR THE SUBJECT INSTITUTION AND HAS COMPLETED THIS REPORT. THE INFORMATION INDICATED PROVIDES A COMPLETE AND VALID REPRESENTATION OF THE FACILITY, SECURITY SYSTEMS AND CARE PROVIDED TO OBJECTS (BOTH OWNED AND BORROWED).

Signature \_\_\_\_\_

Typed Name Gary Nightengale

Title Director of Public Programs/History Curator

Date March 5, 2007

PLEASE SIGN AND DATE BELOW TO INDICATE THAT THE INFORMATION PROVIDED IN THIS DOCUMENT HAS BEEN REVIEWED FOR ACCURACY AND HAS BEEN UPDATED WHERE NECESSARY WHEN IT IS REISSUED.

SUBSEQUENT REVIEWS:

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Signature Title Date

**Exhibit C**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SACRAMENTO AND  
THE HISTORIC OLD SACRAMENTO FOUNDATION, INC.  
REGARDING CAPITAL IMPROVEMENT GRANT**

This Memorandum of Understanding (“MOU”) is made as of \_\_\_\_\_ by and between the City of Sacramento, a municipal corporation (“City”) and the Historic Old Sacramento Foundation, Inc., a non-profit corporation, (“Grantee”). The City and Grantee shall be referred to herein collectively as the “Parties”.

**RECITALS**

- A. On May 23, 2006, the Sacramento City Council authorized the 2006 Community Reinvestment Capital Improvement Program (“CRCIP”) through City Resolution 2006-364. The CRCIP provides for issuance of Capital Improvement Revenue Bonds (“Bonds”) for the funding of various CRCIP community projects to:
- Improve the quality of life for members of the community;
  - Ensure future generations enjoy the City as much as the present generation; and
  - Support organizations dedicated to the creation of cultural, leisure and educational activities within the City.
- B. On the same date, the City Council adopted six policy directives regarding the use of Bonds through City Resolution number 2006-366. These directives state:
1. Preliminary Work: Projects that have not begun preliminary work which may include acquisition, community outreach, environmental, design, etc. within twelve (12) months of July 1, 2006, will be reassessed for continued funding or substitution of other projects.
  2. External Funding Sources: City bond funds will not be advanced until such time that fifty percent (50%) of the needed external funding is achieved.
  3. Grant Funds: Agreements or MOUs with grantee organizations should be put in place to ensure project objectives will be met before funding is awarded.
  4. General Fund Loans: Loan or Development Agreements with grantee organizations must be put in place prior to award of funding.
  5. Contingency: Contingency is earmarked for Tier 1 construction projects and should not be reprogrammed to Tier II or other projects until assurance can be made that all

Tier I projects have sufficient funding to be completed; and the contingency can be reduced at the time of bond sale of an amount not less than twelve percent (12%) of the Tier I projects that have a contingency, if such reduction is necessary to maintain project funds for all Tier I projects originally approved by City Council. City Council must approve all use of contingency.

6. **Bond Proceeds Management:** The City Treasurer's Office will report back to City Council semi-annually on the availability and programming of investment earnings and the status of projects as they relate to compliance with tax-exempt regulations and Policy Directives, and City Council authorize the use of investment earnings from the 2006 CIRB (excluding the SHRA component) unspent lease revenue bond funds to restore all Tier I projects should interest rates increase prior to the bond issue and a reduction in contingency funds previously described not be sufficient to offset the loss of project funds due to potential interest rate increases.
- D. On July 25, 2006, the City entered into a Memorandum of understanding with the Sacramento Museum of History, Science, and Technology, Inc. dba Discovery Museum ("Discovery Museum"), City agreement number 2006-0797 through which the City granted \$500,000 in CRCIP funds to the Discovery Museum for the design and installation of new exhibits at the Gold Rush History Museum ("History Museum").
- E. On June 16, 2008, the Board of Directors for the Discovery Museum voted to cease responsibility for operating the History Museum in anticipation that the HOSF would assume this responsibility. On July 3, 2008, the Board of Directors for Grantee voted to assume the responsibility for the operation of the History Museum.
- F. Since the Discovery Museum will no longer operate the History Museum, it is the intention of the Parties that the remaining grant proceeds be awarded to Grantee for the completion of the purposes for which the grant was awarded, and that City Agreement number 2006-0797 be terminated.

The Parties enter into this MOU for the purpose of completing the Project in accordance with the directives, objectives and goals of the City as stated herein. Accordingly, and in consideration of the mutual covenants and promises contained herein, **THE PARTIES AGREE AS FOLLOWS:**

1. **Project Description.** Grantee shall: Design, fabricate, refurbish, renovate, and/or repair selected exhibits for the Gold Rush collection; perform exhibit design and fabrication work for all selected galleries; and create a new, showcase regarding multi-cultural aspects of Gold Rush and various community neighborhoods that represent Sacramento's diverse culture. After completion of the above sub-projects, any funds remaining shall be used to create new marketing initiatives to highlight Gold Rush collections.
2. **Operating Agreement.** The terms of the operating agreement between the City

and Grantee, City Agreement number \_\_\_\_\_ approved concurrently herewith and attached hereto as Exhibit A, is part of this MOU for all purposes. Where the terms of City agreement number \_\_\_\_\_ conflict with the terms of this MOU, the MOU shall control.

3. **City Funding.** The City agrees to provide up to \$422,224.88 of the cost to construct the Project, or "Project Costs".
  - A. **Project Costs.** Project Costs shall mean and include costs related to all contracts for the construction of the Project, and costs associated with all other contracts for professional and other services necessary, in the City's judgment, to implement and complete construction, together with all planning and design costs. Project Costs also shall include, but not be limited to, the engineering estimates and the Project elements included therein, construction inspection fees, and whichever of the following costs or fees, if any, may be applicable: environmental documentation (whether prepared by outside consultants or City staff), City project administration, plan check and inspection fees.
4. **Project Completion.** Grantee shall complete the Project by June 30, 2009.
5. **Project Approvals.**
  - A. **Project Schedule.** Grantee shall submit a Project schedule to the Director of the City's Convention, Culture and Leisure Department "Director" no later than August 31, 2008 for review and approval. The schedule shall include all phases of the Project. Grantee shall notify the Director in writing if it cannot meet the Project schedule. The Director will thereafter notify Grantee if submission of a revised schedule is required.
  - B. **Planning, Design and Construction.** Grantee shall submit plans for each phase of the Project to the Director for review and approval. Project phases include, but are not limited to, planning, design, and construction. Coordination with the Sacramento Archives and Collection Center ("Archives") on the plans is crucial to the approval process. Design and construction plans shall be sufficiently detailed to permit the Director to make fully informed decisions concerning the plans. Construction plans shall be submitted for approval in advance of any construction. After review, and if the plans are acceptable to the Director, they will be brought forward to the City Council for final approval. The Council's approval of plans pursuant to this section shall not constitute approval of such plans in any manner except as required by this MOU.
  - C. **Competitive Bidding.** Formal competitive bidding is required for all contracts with an estimated value of \$100,000 or more. All bid requirements shall be in conformance with the Sacramento City Code. Grantee shall

prepare and submit bid documents for the Project to the Director for review and approval.

- D. Agreements.** All agreements and contracts for the Project between Grantee and any other party shall require the review and approval of the Director.

Construction contracts shall include: (i) provisions mandating compliance with all requirements applicable to the construction of a “public project” under the Sacramento City Code, as well as all other applicable laws and regulations, including without limitation the payment of prevailing wages and compliance with all applicable provisions of the Americans With Disabilities Act; and (ii) bonding, insurance and indemnity provisions as may be required by the City.

- 6. Project Construction.** All work shall be performed in a good and workman-like manner, shall substantially comply with any plans and specifications approved by the City, and shall comply with all applicable governmental permits, laws, ordinances, and regulations. Grantee shall obtain building permits for the Project, if required.
- 7. Grantee Reporting Requirements.** Grantee shall submit the following reports to the Director in both written and electronic forms:
- a. Project budget prior to funding of the Project by the City by July 31, 2008. Thereafter, a monthly Project budget report by the 15<sup>th</sup> of each month for the preceding month.
  - b. Semi-annual Project income and expense statements in conformance with generally accepted accounting principles due on the first day of January and July of each year.
  - c. Semi-annual Project status reports, including a brief narrative of activities, due on the first day of January and July of each year.
  - d. Final Project status report, including photographs of completed Project and proof of payments, to be submitted within 30 days of Project completion.
- 8. Maintenance and Inspection of Records.** Bond funds shall be used for the Project only and for which there shall be a separate accounting by Grantee. During performance of this MOU, and for a period of three (3) years after completing the Project, Grantee shall maintain all accounting and financial records related to the Project and this MOU and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.
- 9. Licenses, Permits, Etc.** Grantee represents and warrants that Grantee has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Grantee to perform the terms of this MOU. Grantee represents and warrants that Grantee shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this MOU any licenses, permits, and approvals that are legally required for Grantee to provide such performance.

**10. Indemnity and Hold Harmless.**

- A. Indemnity: Grantee shall 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, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of Grantee, its contractors, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this MOU, whether or not (i) such Liabilities also are caused in part by the passive negligence of the City, its officers or employees, (ii) the City, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the Grantee, its contractors, subcontractors or agents, and their respective officers and employees, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. 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 that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of Grantee, its contractors, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this MOU, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section, the existence or acceptance by City of any of the insurance policies or coverages described in this MOU shall not affect or limit any of City's rights under this Section, nor shall the limits of such insurance limit the liability of Grantee hereunder. The provisions of this Section shall survive any expiration or termination of this MOU.

**11. Insurance.** During the entire term of this MOU, Grantee shall maintain the insurance coverage described in this Section.

Grantee, at its sole cost and expense and for the full term of this MOU, shall obtain and maintain at least all of the following minimum insurance requirements prior to commencing any activities under this MOU.

It is understood and agreed by the Grantee that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this MOU.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee.

No automobile liability insurance shall be required if Grantee completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this MOU.”  
\_\_\_\_\_ (Grantee initials)

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker’s Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the City by selecting the option below:

\_\_\_\_\_ Workers’ Compensation waiver of subrogation in favor of the City is required for all work performed by the Grantee.

No Workers’ Compensation insurance shall be required if Grantee completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” \_\_\_\_\_  
(Grantee initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the City by selecting the option below:

\_\_\_\_\_ Professional liability insurance is required and must be continued for at least \_\_\_\_\_ year(s) following the performance of the terms of this MOU.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Grantee, products and completed operations of Grantee, and premises owned, leased or used by Grantee. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the City by selecting the option below:

\_\_\_\_\_ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, Grantee's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Grantee's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (3) Coverage shall state that Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing prior to execution of this MOU.

E. Verification of Coverage

- (1) Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the Director. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The City may withdraw its offer of contract or cancel this MOU if the certificates of insurance and endorsements required have not been provided prior to execution of this MOU. The City may withhold payments to Grantee and/or cancel the MOU if the insurance is canceled or Grantee otherwise ceases to be insured as required herein.

F. Consultants and Contractors

Grantee shall require and verify that all consultants, sub-consultants, contractors and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Regulations and Ordinances.** Grantee shall, at all times, comply with and abide by all pertinent or applicable regulations and ordinances of the City of Sacramento and County of Sacramento and the laws of the State of California and the United States insofar as the same or any of them are applicable and shall obtain and keep in effect all necessary permits and licenses required for any and all operations permitted herein.
13. **Equal Employment Opportunity.** During the performance of this MOU, Grantee, for itself, its assignees and successors in interest, agrees as follows:
  - A. Compliance With Regulations: Grantee shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
  - B. Nondiscrimination: Grantee, with regard to the Project, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of consultants, contractors and subcontractors, including procurement of materials and leases of equipment. Grantee shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- C. Solicitations for Contractors or Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Grantee for work to be performed under any contract or subcontract, including all procurement of materials or equipment, each potential contractor or subcontractor or supplier shall be notified by Grantee of Grantee's obligation under this MOU and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Grantee shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Grantee is in the exclusive possession of another who fails or refuses to furnish this information, Grantee shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Grantee with the nondiscrimination provisions of this MOU, the City shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of Bond funds to Grantee until Grantee complies;
  - (2) Cancellation, termination, or suspension of the MOU, in whole or in part.
- F. Incorporation of Provisions: Grantee shall include the provisions of subsections A through E, above, in every contract and subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Grantee shall take such action with respect to any contract or subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Grantee becomes involved in, or is threatened with, litigation with a contractor, subcontractor or supplier as a result of such direction, Grantee may request City to enter such litigation to protect the interests of City.
14. **Waiver.** Neither City approval of the Project, nor grant of Bond funds for the Project, nor any acceptance by the City of the performance of Grantee, its contractors, subcontractors or agents, and their respective officers and employees under this MOU, nor any waiver by City of any default, breach or condition precedent, shall be construed as a waiver of any provision of this MOU, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
15. **Severability.** If any portion of this MOU or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this MOU shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. **Assignment Prohibited.** Grantee shall not assign any right or obligation pursuant to this MOU without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
17. **No Agency.** Neither party, nor any of its agents, contractors or employees are or shall be considered to be the agents of any other party in connection with the performance of any of act under this MOU.
18. **No Partnership Relationship.** It is understood and agreed that Grantee is an independent organization and that no relationship of employer-employee, partnership or joint venture exists between the Parties hereto for any purpose whatsoever. Except as expressly provided in this MOU, Grantee and Grantee's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor to bind City to any obligations whatsoever. City shall not control the activities of Grantee, and City and City's personnel shall have no authority, express or implied, to act on behalf of Grantee in any capacity whatsoever as an agent, nor to bind Grantee to any obligations whatsoever.
19. **Ownership of Project.** City and Grantee acknowledge that the Project will be the property of the City.
20. **Binding Effect.** This MOU shall be binding on the heirs, executors, administrators, successors and assigns of the Parties, subject to the provisions of Section 16, above.
21. **Time of Essence.** Time is expressly declared to be in the essence of this MOU. City shall designate this Project as a Tier 1 project and shall use its best efforts to expedite reviews and Project approvals.
22. **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 MOU. No alteration to the terms of this MOU shall be valid unless approved in writing by Grantee, and by City, in accordance with applicable provisions of the Sacramento Municipal Code.
23. **Specific Performance by Grantee.** Because the benefit to be derived by the City from the full performance by Grantee of the terms of this MOU is the development and improvement of community facilities intended to benefit members of the public, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of Bond funds furnished by the City pursuant to the terms of this MOU, Grantee agrees that the return of the Bond funds disbursed under this MOU would be inadequate compensation to the City for any breach of this MOU by Grantee. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach of this MOU by the Grantee shall be the specific performance of this MOU, unless otherwise agreed to by the City.
24. **Term; Suspension; Termination.**
  - A. This MOU shall become effective on the date that it is approved by both Parties, and

shall continue in effect until both Parties have fully performed their respective obligations under this MOU, unless sooner terminated as provided herein.

- B. City shall have the right at any time to temporarily suspend Grantee's performance hereunder, in whole or in part, by giving a written notice of suspension to Grantee. If City gives such notice of suspension, Grantee shall immediately suspend its activities under this MOU, as specified in such notice.
- C. City shall have the right to terminate this MOU at any time by giving a written notice of termination to Grantee. If the City terminates this MOU:
  - (1) Grantee shall, not later than five days after such notice of termination, deliver to City copies of all writings, documents or reports prepared pursuant to this MOU.
  - (2) Return all Bond funds received from the City within 30 days of the notice of termination.

**25. Disputes.** The Parties shall attempt to resolve any disputes they may have in good faith, beginning with the Director and Grantee's Project Representative. Should they be unable reach resolution, they shall refer the dispute to the City Manager or his designee. Should the Parties be unable to reach resolution, they shall refer the dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon the mediator, the Parties will request appointment of a mediator by the American Arbitration Association. Each party shall pay its own costs and be responsible to pay one-half of the mediator's costs.

**26. Party Representatives.** The representatives for the Parties with respect to this MOU are:

For Grantee:

Executive Director  
Historic Old Sacramento Foundation, Inc.  
1111 2<sup>nd</sup> Street, Suite 300  
Sacramento, California 95814  
Telephone: 916-808-7031  
Fax: 916-808-7286

For City:

Barbara Bonebrake, Director  
Convention, Culture & Leisure Department  
1030 15<sup>th</sup> Street, Suite 250  
Sacramento, California 95814

Telephone: 916-808-8225  
Fax:916-808-7279

- 27. **Notices.** All notices and orders that may be given under this MOU may be served by first class mail or in person to City at the Convention, Culture and Leisure Department, 1030 15th Street, Suite 250, Sacramento, California 95814; and to Grantee at Historic Old Sacramento Foundation, Inc., 1111 2<sup>nd</sup> Street, Suite 300, Sacramento, California 95814, or such address as either may provide to the other in writing. Service shall be deemed complete upon deposit in the mail or upon delivery.
- 28. **Authority.** The person signing this MOU for Grantee hereby represents and warrants that he/she is fully authorized to sign this MOU on behalf of Grantee and to bind Grantee to the performance of its obligations hereunder.

**CITY OF SACRAMENTO**

**Grantee** *Historic Old Sacramento Foundation, Inc.*

\_\_\_\_\_  
RAY KERRIDGE, City Manager

\_\_\_\_\_  
CHAIRMAN, BOARD OF DIRECTORS

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
SECRETARY

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

