



REPORT TO COUNCIL City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

Consent
February 24, 2009

Honorable Mayor and
Members of the City Council

Title: Authorization to Execute a Deed of Gift and Curation Agreement between the City of Sacramento and the State of California for Accession and Curation of East End Project Documents and Artifacts

Location/Council District: Sacramento Archives and Museum Collection Center (SAMCC) / District One

Recommendation: Adopt 1) a **Resolution a)** approving and authorizing the City Manager, or his designee, to execute a Deed of Gift and Curation Agreement between the City of Sacramento and the State of California accepting artifacts and documents recovered during the Capitol Area East End Complex excavation into the City's permanent collection for curation, and b) authorizing the City Manager to establish a multi-year operating project for the \$86,350 in funding from the State of California once the Deed of Gift and Curation Agreement is executed.

Contact: Marcia Eymann, History and Science Manager; Barbara E. Bonebrake, Director, Convention, Culture & Leisure, 808-7733

Presenters: Not Applicable

Department: Convention Culture and Leisure

Division: History and Science Division

Organization No: 17001911

Description/Analysis

Issue: In the Spring of 2000 the State of California Department of General Services Real Estate Division began a multi-year construction project called the "Capitol Area East End Complex Project". The purpose of the East End project was to develop, for residential and commercial uses, the area of downtown Sacramento bounded on the north by L Street, on the south by the alley between M and N Streets, on the east by 15th Street, and on the west by 17th Street. During demolition and excavation on the project, archaeological monitors and state engineers discovered 21 historically significant archaeological features. Upon review by State of California

archaeologists, it was determined that the materials recovered may have lasting historic significance to the region and the State. The State of California lacks appropriate storage facilities to maintain and make available to the public the materials recovered. Pursuant to the proposed Deed of Gift and Curation Agreement, the State of California proposes to pay SAMCC \$550 per box (157 boxes) for a total of \$86,350. As part of the agreement the fees paid to the City are to be used solely for the operation of the Sacramento Archives and Museum Collection Center.

Policy Considerations:

SAMCC's Mission is to foster, stimulate and promote the study and appreciation of Sacramento's regional history by acquiring, preserving, exhibiting and providing access to the documentary and material culture of the area while providing the highest level of public service. This is consistent with the City's Core Values to safeguard and manage the public's resources with integrity, prudence, and efficiency. The acceptance of the materials described herein also support SAMCC's own Core Values of Preservation, Education, Access, and Security.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative activities do not constitute a project and are therefore exempt from review.

Sustainability Considerations: Not Applicable

Other: Not Applicable

Commission/Committee Action: None.

Rationale for Recommendation: Materials from the Capitol Area East End Complex represent a unique collection of artifacts that document the history of Sacramento and enhance the City's collections. This gift also helps support SAMCC's cost of maintaining the offsite storage facility at McClellan Park.

Financial Considerations: The Deed includes \$86,350 in funding from the State of California for the operation of the Sacramento Archives and Museum Collection Center. This funding is proposed to be appropriated to a multi-year operating project for the care and maintenance of the artifacts.

Emerging Small Business Development (ESBD): Not applicable

Respectfully Submitted by: Marcia Eymann
Marcia Eymann
History and Science Manager
Convention, Culture & Leisure Department

Approved by: Barbara E Bonebrake
Barbara E. Bonebrake
Director
Convention, Culture & Leisure Department

Recommendation Approved:

Cassandra B. Jennings
for Ray Kerridge
City Manager

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RESOLUTION NO.

Adopted by the Sacramento City Council

**AUTHORIZING THE
SACRAMENTO ARCHIVES AND MUSEUM COLLECTION CENTER (SAMCC) TO
EXECUTE A DEED OF GIFT AND CURATION AGREEMENT BETWEEN THE CITY OF
SACRAMENTO AND THE STATE OF CALIFORNIA FOR ACCESSION AND CURATION
OF EAST END PROJECT DOCUMENTS AND ARTIFACTS**

BACKGROUND

- A. In the Spring of 2000 the State of California Department of General Services Real Estate Division began a multi-year construction project called the "Capitol Area East End Complex Project".
- B. Upon review by State of California archaeologists, it was determined that the 21 historically significant archaeological features and materials recovered from the site may have lasting historic significance to the region and the State.
- C. The State of California lacks appropriate storage facilities and trained personnel to completely evaluate, recondition, accession, maintain and make available to the public the materials recovered.
- D. Pursuant to the proposed Deed of Gift and Curation Agreement, the State of California proposes to pay SAMCC \$550 per box (157 boxes) for a total of \$86,350. As part of the agreement the fees paid to the City are to be used solely for the operation of the Sacramento Archives and Museum Collection Center.
- E. The purpose of accessioning items is:
 - 1. To develop high quality collections,
 - 2. To preserve and expand the appreciation of the material culture of the region,
 - 3. To provide care for recovered artifacts,
 - 4. To provide interpretation for future study and/or exhibition.
- F. The acceptance of items consisting of both artifacts (physical, three-dimensional items) and documents is a usual and necessary element of archival collection maintenance as well as museum collection management.

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

- Section 1. Authorize the City Manager, or his designee, to execute a Deed of Gift and Curation Agreement between the City of Sacramento and the State of California accepting artifacts and documents recovered during the Capitol

Area East End Complex excavation into the City's permanent collection for curation.

Section 2. Authorize the City Manager, to establish a multi-year operating project for the \$86,350 in funding included the Deed of Gift and Curation Agreement for the care and maintenance of the artifacts.

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Exhibit A- Proposed Curation Agreement with State of California

RECORDING REQUESTED By and for the Benefit of the State of California

When Recorded Mail Document and Tax Statement To:

NO FEE DOCUMENT, per Government Code 6103
APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF GIFT AND CURATION AGREEMENT
BETWEEN THE CITY OF SACRAMENTO AND THE STATE OF CALIFORNIA,
DEPARTMENT OF GENERAL SERVICES**

THIS DEED OF GIFT AND CURATION AGREEMENT ("Agreement") is made at Sacramento, California, as of _____, by and between the CITY OF SACRAMENTO, a municipal corporation ("City"), and the STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES, RESD/PSB/ESS ("State").

RECITALS

- A. The purpose of this Agreement is to transfer ownership of the Capitol Area East End artifact collection (hereinafter "Collection") from the State to the City for the maintenance and curation of the Collection by the City.
- B. The Collection was discovered by the State during construction of the Capitol Area East End Complex in Sacramento, California.
- C. The collection consists of 157 boxes of archaeological materials dating to the 1890s. The parties agree that the Collection has lasting historic significance to the region and the State.
- D. The State lacks appropriate storage facilities and trained personnel to completely evaluate, recondition, accession, maintain and make available to the public the Collection.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Gift.** The State irrevocably and unconditionally gives, transfers, and assigns to the City, for the Sacramento Archives and Museum Collection Center, by way of an unrestricted gift, all rights, title and interests, in, to and associated with the Collection. The State affirms that it owns the Collection and that to the best of its knowledge, it has good and complete right, title and interests to give.

2. **Curation.** The City agrees it will maintain and curate the Collection in perpetuity. The City's Manager of the Sacramento Archives and Museum Collection Center (hereinafter "Manager") shall serve as curator for the Collection. The City agrees it will provide a City facility as a repository for the Collection and that the Collection will remain segregated from other collections held by the City.
3. **Transfer of Collection.** The State shall transfer the Collection to the City in a single transfer no later than ____ days from the execution of this Agreement. The Collection shall be transferred in individual archive's boxes, where possible. The costs of the transfer shall be incurred by the State.
4. **Consideration.** In consideration for the curation of the Collection, the State shall pay to the City five-hundred and fifty dollars (\$550.00) per archive's box. The parties estimate the transfer of 157 boxes for a total payable to the City of \$86,350.00. It is understood that the fees paid to the City are to be used solely for the operation of the Sacramento Archives and Museum Collection Center. The total amount due to the City shall be paid upon transfer of the Collection to the City.
5. **Excepted Artifacts.** The State shall not transfer, and the City will not accept, any artifacts that are "Cultural Items" as defined in the Native American Graves Protection and Repatriation Act, ("NAGPRA") 25 U.S.C. §3001(3), as amended. The State shall determine whether an artifact falls within the definition of Cultural Items prior to transfer of the Collection to the City. Notwithstanding the foregoing, the City may accept archaeological and other artifacts provenienced or relating to Northern California or other California localities upon approval of the Manager.
6. **NAGPRA Certification.** The State is responsible for certifying NAGPRA compliance.
7. **Pre-Transfer Certification.** Before an artifact is accepted the City, the State must certify in writing, in the form attached as Exhibit A hereto, that: (a) the Collection has been examined for the presence of human remains, funerary objects, items that are known or believed to be sacred, materials that may be defined as items of cultural patrimony; and (b) all such items have been removed in their entirety from the Collection prior to its transfer to the City. If such items are discovered in Collections that are offered to the City, the Manager will not accept them and will notify the State that the entire Collection must be re-examined and the classes of materials removed. Collections may be re-submitted for transfer after the conditions set forth in this section have been met. The certification will become a part of the Collection's permanent documentation. No materials or artifacts will be accepted by the City without this certification.
8. **Exception for Artifacts Requiring Special Handling.** The City will not accept artifacts requiring a controlled environment, special care of equipment, or conservation treatments, such as climate, humidity, or temperature controls, insect-proof storage cabinets, chemical applications, etc.

9. **Exception for Chemically Treated Artifacts.** The City will not accept any materials or artifacts that have been treated with pesticides or other potentially dangerous chemicals.
10. **Provenence Information.** The State agrees to provide provenence information for all materials and artifacts transferred to the City at the time of transfer in accordance with applicable Society for Historical Archaeology Standards and Guidelines for the Curation of Archaeological Collections attached hereto as Exhibit B (hereinafter "Standards").
11. **Collection Report.** The State agrees to provide at the time of transfer of the Collection, a hard copy of the final report entitled *A Capitol Neighborhood: The Archaeology of the Capitol Area East End Complex Project, Sacramento, California* printed on acid free paper describing, analyzing, or interpreting Collection materials and artifacts. A copy of this report shall also be submitted to the North Central Archaeological Information Center of the California Archaeological Inventory.
12. **Pre-transfer Preparations.** The State agrees to clean, label and catalogue all materials and artifacts before they are transferred to the City in accordance with the Standards.
13. **Collection Packing.** The State agrees to pack the Collection in standard museum quality, acid-free archive boxes (15"x12"x10") which will be packed and labeled in accordance with the Standards.

14. **Representatives.** The representatives for this Agreement are:

City:

Marcia Eymann, Manager, History and Science Division
Sacramento Archives and Museum Collection Center
551 Sequoia Pacific Blvd.
Sacramento, California 95814-0229
Office: (916) 264-7072 Fax: (916) 264-7582
Email: meymann@cityofsacramento.org

State:

Teresa Kaneko, Project Director III
Department of General Services, Real Estate Division
707 Third Street
West Sacramento, CA 95606
Office (916) 376-1600 Fax: (916) 376-1606
Email: Valerie.keisler@dgs.ca.gov

15. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

16. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by State, and by City, in accordance with applicable provisions of the Sacramento City Code.

17. **Assignment Prohibited.** The State shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

18. **Authority.** The person signing this Agreement for the State hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of the State and to bind the State to the performance of its obligations hereunder.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
a Municipal Corporation

By: _____
RAY KERRIDGE,
City Manager

STATE

(Check one):

APPROVED TO AS FORM: