



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01493

December 13, 2016

Consent Item 05

Title: Grant: National Endowment for the Arts Our Town Grant

Recommendation: Pass a Resolution authorizing the City Manager or the City Manager's designee to: 1) accept the \$125,000 grant from the National Endowment for the Arts ("NEA") to implement the River Crossing Art Project ("Project"); 2) establish a multi-year operating grant for the Project as G17605000 and revenue and expenditure budgets of \$125,000 in the Operating Grant Fund (2702); 3) execute an agreement with the City of West Sacramento for implementation of the Project and establish the General Fund revenue and expenditure budgets of \$62,500 in the Project; 4) appropriate \$50,000 from the committed fund balance for Arts Stabilization to the Project; and 5) transfer \$12,500 from the FY2016/17 SMAC General Fund operating budget to the Project.

Location: Citywide

Contact: Lennee Eller, (916) 808-3971, Program Manager; Jody Ulich, (916) 808-5105, Director, Convention and Cultural Services Department

Presenter: None

Department: Convention and Cultural Services Department

Attachments:

2-Resolution

3-West Sacramento Agreement

Description/Analysis

Issue Detail: The National Endowment for the Arts (“NEA”) has awarded the City \$125,000 in Our Town Program grant funding, subject to City Council’s approval. Staff is recommending that City Council approve acceptance of the NEA grant and also approve an agreement between the City of Sacramento and the City of West Sacramento to implement the Project using the NEA funds.

The grant funding will be used to create and implement a master art plan for public art and arts experiences that will connect downtown Sacramento and the Washington District of West Sacramento by creating pedestrian friendly art pathways linking art, entertainment, employment and recreation with new residential development along the Sacramento Riverfront (hereinafter referred to as the “River Crossing Art Project” or “Project”). The Project aims to promote connectivity through the arts in an area that is rapidly growing in population yet has traditionally been isolated and underutilized because of rail and freeway barriers, vacant properties and lack of activating ground floor uses.

The City of Sacramento, through its Sacramento Metropolitan Arts Commission (“Arts Commission”), a City and County joint commission, will partner with West Sacramento and the Crocker Art Museum to implement the Project, which will result in the installation of public artwork, strategically situated on both sides of the Sacramento River, highlighting the shared vision of the Project. Although jointly funded, the City of Sacramento will manage the Project and enter into all consultant agreements required to complete the Project.

The award requires a one-to-one match. The City of Sacramento and the City of West Sacramento will each contribute \$62,500 towards the Project. The City of Sacramento’s contribution will include \$50,000 from the Arts Stabilization and \$12,500 in staff time.

Policy Considerations: City Council Resolution 2016-0216, Section 11.1, requires City Council approval to establish this type of operating grant.

Economic Impacts: None.

Environmental Considerations: California Environmental Quality Act (CEQA): Under the CEQA guidelines, Title 14, Section 15378(b)(2), continuing administrative activities do not constitute a project and are therefore exempt from CEQA review

Sustainability: Not applicable

Commission/Committee Action: Not applicable

Rationale for Recommendation: Acceptance of the NEA grant to support the Project is consistent with the Arts Commission’s mission to advance the community through arts and culture.

Financial Considerations: The total budget for the River Crossing Art Project is \$250,000. The NEA grant award will fund \$125,000 of the Project and at a minimum must be matched dollar for dollar. The City of Sacramento’s match will be funded from the committed fund balance for Arts Stabilization and staff time from the Arts Commission’s General Fund operating budget. A breakdown of the Project funding is as follows:

NEA Grant Award	\$125,000
City of West Sacramento	\$62,500
City Arts Stabilization	\$50,000
<u>City Staff time</u>	<u>\$12,500</u>
Total Project Resources	\$250,000

Local Business Enterprise (LBE): Not applicable

RESOLUTION NO. 2016-

Adopted by the Sacramento City Council

ACCEPTANCE OF GRANT FUNDS AND APPROVAL OF AGREEMENT WITH WEST SACRAMENTO FOR THE RIVER CROSSING ART PROJECT

BACKGROUND

- A. The City has been awarded a grant from the National Endowment for the Arts (“NEA”) in the amount of \$125,000 to create and implement a master art plan for public art connecting downtown Sacramento and the Washington District of West Sacramento and to install public artwork on both sides of the Sacramento River (referred to as the “River Crossing Art Project”). The City of Sacramento will partner with the City of West Sacramento and the Crocker Art Museum to complete the River Crossing Art Project.
- B. The NEA grant requires a matching contribution. The City of Sacramento and the City of West Sacramento will each contribute \$62,500 towards the River Crossing Art Project. The City of Sacramento will contribute \$50,000 from Arts Stabilization and \$12,500 in staff time.
- C. The River Crossing Art Project will result in a comprehensive master art plan that will connect downtown Sacramento with the Washington District of West Sacramento through public art. The City, through the Sacramento Metropolitan Arts Commission (“Arts Commission”), will use the NEA grant funding to implement the River Crossing Art Project, which will highlight the shared vision of the City of Sacramento and City of West Sacramento.

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

- Section 1. The City Manager, or the City Manager’s designee, is authorized to accept the \$125,000 grant from the NEA to implement the River Crossing Art Project.
- Section 2. The City Manager, or the City Manager’s designee, is authorized to establish a multi-year operating grant for the River Crossing Art Project as G17605000 and its revenue and expenditure budgets of \$125,000 in the Operating Grant Fund (2702).
- Section 3. The City Manager, or the City Manager’s designee, is authorized to execute an agreement, attached hereto as Exhibit A, with the City of West Sacramento for implementation of the River Crossing Art Project and to establish the General Fund (1001) revenue and expenditure budgets of \$62,500 in the Project for the City of West Sacramento’s portion of the

NEA grant match.

Section 4. The City Manager, or the City Manager's designee, is authorized to appropriate \$50,000 from the committed fund balance for the Arts Stabilization to the River Crossing Art Project.

Section 5. The City Manager, or the City Manager's designee, is authorized to transfer \$12,500 from the FY2016/17 SMAC General Fund operating budget to G17605000.

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Exhibit A West Sacramento Agreement

**AGREEMENT BETWEEN CITY OF SACRAMENTO
AND CITY OF WEST SACRAMENTO FOR
RIVER CROSSING ART PROJECT**

This Agreement is made at Sacramento, California as of _____, 2016, for purposes of identification only, by and between the City of Sacramento, a municipal corporation ("Sacramento"), and the City of West Sacramento, a municipal corporation ("West Sacramento"). Sacramento and West Sacramento may be referred to collectively as "Cities" or in the singular as City," as the context requires. This Agreement is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below.

BACKGROUND

- A. In February 2015, West Sacramento City Council adopted a Sustainable Community Strategy for the Washington District ("Washington Realized") that includes a master plan for recreation and art, establishing public art as an essential feature to address sustainability objectives.
- B. The cities of West Sacramento and Sacramento, in partnership with the Crocker Art Museum were awarded a National Endowment for the Arts ("NEA") Our Town Program grant of \$125,000 ("Grant") in July 2015 to develop a master art plan for public art and arts experiences that will connect the two Cities along a portion of the Sacramento River and to install two artworks on either side of the Sacramento River (hereinafter referred to as the "River Crossing Art Project" or "Project").
- C. The Project will connect downtown Sacramento and the Washington District of West Sacramento by creating pedestrian-friendly art pathways linking art, entertainment, employment and recreation with new residential development along the Sacramento riverfront. The culmination of the Project will be artist selection and installation of works of public art, strategically-situated on both sides of the Sacramento River, highlighting the shared vision of the Project.
- D. The Grant requires a one-to-one match. Accordingly, Sacramento and West Sacramento will each contribute \$62,500 towards the Project. Sacramento will receive all Grant funds, manage the Project, and make all expenditures for the Project, including contracting with any third party consultants as necessary. Sacramento will invoice West Sacramento for West Sacramento's share of the Project costs. NEA will disperse Grant funds up to \$125,000 to Sacramento following proof of eligible expenditures made by Sacramento for the Project.
- E. It is anticipated that West Sacramento's share of the Project costs will go towards completing public engagement and an implementation plan including curating, siting, and art acquisition strategies for the Washington District and along Tower Bridge Gateway.
- F. Sacramento and West Sacramento have agreed to share equally in the costs of the Project that are not eligible for reimbursement by NEA, and both Cities are willing to undertake the Project pursuant to the terms and conditions of this Agreement.

- G. Sacramento and West Sacramento desire to maximize the NEA reimbursement for all Project expenses.

NOW, THEREFORE, in consideration of the facts in the foregoing background, Sacramento and West Sacramento agree as follows:

1. **Project Management.** Sacramento will receive all Grant funds and will manage the Project through completion, including but not limited to management of all expenditures for the Project. Sacramento shall be responsible for entering into all consultant agreements and any supplemental agreements required for the consultant work. After Project expenditures are made, Sacramento will invoice West Sacramento for West Sacramento's share of the Project costs. NEA will disperse Grant funds up to \$125,000 to Sacramento following proof of eligible expenditures made by Sacramento for the Project. Sacramento shall keep West Sacramento informed of the Project status, and Sacramento will endeavor to maximize NEA reimbursement for Project expenditures.
2. **Project Costs.** The total sum for the Project shall not exceed \$250,000 unless the Cities agree to amend this amount by mutual written agreement. All consultant, art acquisition, and other Project costs that are not reimbursed by NEA (hereinafter referred to as "Local Costs") will be equally shared by Sacramento and West Sacramento. It is estimated that the total Local Costs shall be \$125,000. Each City will pay no more than \$62,500 towards their share of the combined Local Costs estimated for the Project unless this amount is modified by mutual written agreement between the Cities.
3. **Invoicing.** Invoicing for Project costs shall be completed as follows:
 - a. Sacramento will invoice West Sacramento every 3-6 months for one-half the Local Costs incurred beginning May 1, 2016. Local Costs are all expenses incurred for the Project that are not eligible for reimbursement from NEA, including but not limited to, staff charges from both Cities, consultant invoices, and other Project related costs. Supporting documentation for reimbursement will be provided by Sacramento with each invoice. West Sacramento shall make payments to Sacramento within a reasonable time after receipt of Sacramento's invoice. All payments shall be made to the address specified below in Section 9.
 - b. Following expenditures for the Project, Sacramento will invoice the NEA Our Town Grant Program for all Project expenses eligible for funding under the Our Town Grant Program guidelines. Supporting documentation will be provided to NEA pursuant to the requirements of the Our Town Grant Program.
4. **Termination; Modification.** The Cities may terminate or modify the terms and conditions of this Agreement only by written termination or amendment to this Agreement signed by both Cities. This Agreement shall remain in effect until it is terminated in writing by the Cities. Either City may terminate this Agreement in the event of a material breach by the other City. The City alleging the breach shall give written notice thereof to the City in breach, and the Agreement shall terminate unless the breach is cured within thirty (30) days of the date of such notice.
5. **Indemnity.**

- a. Sacramento shall defend, indemnify and hold harmless West Sacramento, its officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees (hereinafter "Liabilities"), arising out of or resulting from Sacramento's performance of the Agreement to the extent caused in whole or in part by the negligent or intentional acts or omissions of Sacramento, its City Council, officers, directors, agents, employees, volunteers or contractors.
 - b. West Sacramento shall defend, indemnify and hold harmless Sacramento, its officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees (hereinafter "Liabilities"), arising out of or resulting from West Sacramento's performance of the Agreement to the extent caused in whole or in part by the negligent or intentional acts or omissions of West Sacramento, its City Council, officers, directors, agents, employees, volunteers or contractors.
 - c. Where it is determined that action or inaction by both Cities contributed to any Liabilities, principles of comparative fault will be followed and each City shall bear the proportionate cost of any damage attributable to the fault of that City, its officers, directors, agents, employees, volunteers, or contractors.
6. **Attorney Fees.** If any proceeding, judicial or otherwise, is brought to enforce the terms of this Agreement, each City shall bear its own attorney's fees and costs incurred in prosecuting or defending such proceedings.
 7. **Insurance.** Each City, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers' compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each City agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Sacramento shall require that consultants hired to perform work on the Project provide insurance appropriate for the Project, including but not limited to, professional liability insurance when appropriate. The contractor's insurance shall name Sacramento and West Sacramento as additional insureds and shall provide that insurance or self-insurance maintained by Sacramento or West Sacramento shall be in excess of the contractor's insurance and shall not contribute with it.
 8. **Entire Agreement.** This Agreement represents the entire agreement of the Cities relating to the subjects covered by this Agreement. No oral or written statement, representation, understanding or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms hereof.
 9. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given (i) on the date of delivery if delivered personally to the City to whom notice is given, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Either City may change its person designated to receive notice or its address from time to time

by giving written notice to the other City. Notices and other communications will be directed to the Cities at the following addresses:

SACRAMENTO:

Sacramento Metropolitan Arts Commission
1030 15th Street, Suite 240
Sacramento, CA 95814
ATTN: Executive Director

WEST SACRAMENTO:

Economic Development and Housing Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691
ATTN: Katy Jacobson, Community Investment Manager

10. **Waiver.** No failure or delay by either City in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving City. If either City waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the City may have under this Agreement.
11. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or federal district court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
12. **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.

[Signature Page Follows]

CITY OF SACRAMENTO:

By: _____
Jody Ulich, Director, Convention and Cultural Services Department
For:

Date: _____

APPROVED AS TO FORM:

Maila Hansen
Deputy City Attorney, City of Sacramento

ATTEST:

City Clerk, City of Sacramento

CITY OF WEST SACRAMENTO:

By: M. Tuttle for
Martin Tuttle, City Manager

Date: 12/7/16

APPROVED AS TO FORM:

[Signature]
City Attorney, City of West Sacramento

ATTEST:

Kerissa Rankin
City Clerk, City of West Sacramento