ARTSCAPES GRANT
AGREEMENT

This ArtScapes Grant Agreement ("Agreement") made and entered into this _____day of _____, 2006, by and between the City of Sacramento ("City") and INTERNAL AND INTERNATIONAL CULTURE AND EDUCATION EXCHANGE (I&ICEE), ("Grantee").

WITNESSETH:

Whereas, the City is desirous of advertising, exploiting, and making known the artistic, musical, cultural, civic, and other resources or advantages of the City; and

Whereas, Grantee has experience in developing the cultural resources and advantages of the City; and

Whereas, the services to be performed by Grantee pursuant to this contract will serve to exhibit and/or advertise the cultural resources and advantages of the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM. This Agreement shall be for the term beginning April 18, 2006, and ending December 15, 2006.

2. NOTICE. Notices to the parties as provided by this Agreement shall be given by United States mail, postage prepaid as follows:

To City:
Sacramento Metropolitan Arts Commission
2030 Del Paso Blvd.
Sacramento, CA 95815
Attn: Rhyena Halpern

To Grantee:
Sheila Riley
Internal and International Culture
and Education Exchange (I&ICEE)
3439 1st Ave., Apt. 3
Sacramento, CA 95817

Notice shall be deemed to have been served when it is deposited in the United States mail, postage prepaid, and addressed as above prescribed.

3. DESCRIPTION OF SERVICES. Grantee shall provide services in the amount, type, and manner described in Exhibit A. Grantee shall provide all required documentation in a timely manner.

4. PAYMENT SCHEDULE. City agrees to pay Grantee, in consideration of the services to be performed under this Agreement, and Grantee agrees to accept in full satisfaction thereof, the sum of THREE THOUSAND ONE HUNDRED ONE AND 69/100 DOLLARS ($3,101.69) payable in the following manner:

A) ONE THOUSAND FIVE HUNDRED FIFTY AND 85/100 DOLLARS ($1,550.85) (Fifty percent) upon execution of contract and submittal of Invoice #1 (Exhibit B);

B) ONE THOUSAND FIVE HUNDRED FIFTY AND 85/100 DOLLARS ($1,550.85) (Fifty percent) upon receipt of: (1) Invoice #2 (Exhibit C); and (2) Exhibit D.

5. NO JOINT VENTURE: This Agreement shall not create between the parties a joint venture, partnership, or any other relationship of association.

6. NO GRANT OF AGENCY: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

7. ASSIGNMENT. This Agreement is not assignable by Grantee in whole or in part without express consent of the City.

8. ALTERATION. Except as provided by Exhibits hereto, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

9. SUCCESSORS. This Agreement shall bind the successors of City and Grantee in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

10. EXTENT OF CONTRACTUAL DOCUMENTS. This Agreement shall consist of this basic document and Exhibits A, B, C and D.

11. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, rules, and regulations governing the conduct of artists on school campuses or community sites, including, but not limited to, the requirements that all artists coming into regular contact with students at school campuses obtain LIVESCAN clearance and negative TB test results.

12. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party.

13. PAYMENT. Payments made by City hereunder shall be used exclusively for the purposes set forth in Exhibit A; Grantee expressly agrees that no funds paid by City hereunder shall be used directly or indirectly for any political activity whatever.

14. NONDISCRIMINATION. In providing services, employing personnel, or in any other respect of this Agreement, Grantee shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental handicap.

15. RECORDS. Grantee shall keep all necessary books and records in connection with the work performed under this Agreement in order that City's Accounting Manager may properly audit all expenditures made pursuant hereto. Grantee further agrees that City's

Accounting Manager shall have access, at all reasonable times, to the books, records, and accounts kept by Grantee in connection with all monies expended under this Agreement, for the purpose of making an audit of all expenditures made by Grantee in the performance of this Agreement.

16. INDEMNITY: Grantee shall fully indemnify and save harmless City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including but not limited to, any fees, attorney fees and/or costs incurred by City's staff attorneys or outside attorneys and any fees and provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Grantee, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the City, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the Grantee, and whether or not such Liabilities are litigated, settled or reduced to judgment.

Obligation to Defend: Grantee shall, upon City's request, defend at Grantee's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Grantee, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

_____
City Clerk

Date:_____

APPROVED AS TO FORM:

_____
Deputy City Attorney

CITY OF SACRAMENTO:

By: _____
Ray Kerridge, City Manager

Date: Internal + International Culture + Education Exchange

ORGANIZATION:

Sheila Riley

ARTSCAPES GRANTEE

Fed ID #: _____
BOT#: 145868

Date: 3/17/06

EXHIBIT A/ Phase 1
ARTSCAPES GRANT

ORGANIZATION: INTERNAL AND INTERNATIONAL CULTURE AND EDUCATION EXCHANGE (I&ICEE)

CONTRACT DATE: FROM 4/18/06 TO 12/15/06

TOTAL PROJECT COST: $ 3,101.69

TOTAL GRANT: $3,101.69

Fifty percent (50%) of grant award to be paid at the start of grant period, following execution of contract and receipt of invoice; remaining 50% to be paid at end of grant period, upon receipt of final report and budget.

GRANTEE agrees to credit the Sacramento Metropolitan Arts Commission on all printed or internet materials by using the SMAC logo and/or the text, "Funded (in part) by the Sacramento Metropolitan Arts Commission's ArtScapes Program with support from the City and County of Sacramento." Hard-copy and/or electronic versions of print and web-ready logo will be provided, upon request. It is the Grantee's responsibility to request the logo. If there are no printed materials, credits are to be announced verbally.

GRANTEE will agree to requested information and processes as per the award letter dated August 30, 2005.

ARTSCAPES GRANT SUMMARY:
(Please provide a brief Summary of Grantee's project, including a brief timeline. Attach additional sheet if necessary.)

See attached.

The African American Masters of Music

Artscapes Grant Summary

The African American Masters of Music is an acknowledgement of the artistic achievements of African American musicians. This project is an educational endeavor that teaches the participants about the musical heritage and the artistic achievements of African Americans. The genres combined in the program: Gospel, Jazz, R&B, and Reggae all come from an African sensibility for polyrhythmic syncopations. This project is designed to incorporate and integrate a variety of artistic expressions like visual arts, spoken word, and orchestrated "*sing alongs*" with live and taped music. We began this effort in February of 2004, at which time the First in the Series of the African American Masters of Music was produced: The Composers. This program featured composers such as Duke Ellington, John Handy, Dizzy Gillespie, and Theolonius Monk. It was a successful event that drew over a hundred people to the Fruitridge Community Center.

With the financial support of The Sacramento Metropolitan Arts Commission, the Internal and International Culture and Education Exchange (I&ICEE) will be responsible for producing the next two concerts. **The Jazz Masters** concert will feature the musical renditions of Steve Gundhi and his jazz quartet. Next, **The Protestors** concert will feature popular musical compositions written in the 60s and 70s by people like Stevie Wonder, Bob Marley, Marvin Gaye, James Brown, Curtis Mayfield, Jimmy Hendrix and others.

This grant will provide us with the resources necessary to give local artist opportunities to bestow meaningful artistic and culturally significant experiences to the community. This series is intended to bring recognition to the brilliant artistic contributions of African American Masters of music.

AFRICAN AMERICAN MASTERS OF MUSIC SERIES

Project Timeline:

The 2nd concert in the series: "The Jazz Masters" will be scheduled in May 2006. This concert will feature the music of the jazz classics created by composers like Duke Ellington and W.C. Handy and the innovators of Jazz like Theolonius Monk, Dizzy Gillespie and John Coltrane.

The 3rd concert in the series: "The Protesters" will be scheduled for August 2006 and most of the musical selection for this concert will come from the popular music of the 60s and 70s that was written and produced by people like Stevie Wonder, Bob Marley, Marvin Gaye and Jimmy Hendrix.

VENUE

Capoeira Arts Academy
1811 Del Paso Blvd

ARTSCAPES GRANT

ARTS PROJECT – Please provide revised budget information.

EXPENSES	AMOUNT	DESCRIPTION
SALARIES & FEES		
Artistic Personnel (List)	600.00	Jazz Concert
(cost includes two rehearsals)	1600.00	Protest Concert
Administrative Pers. (List)		
Technical Pers. (List)		
Outside Fees & Services		
OPERATIONS		
Production		
Facility Rent	600.00	300.00 for 2 dates
Utilities		
Supplies	25.00	
Printing/Postage	50.00	
Equipment Rental	75.00	
Advertising & Promotion	50.00	
Insurance		
Audio/Video Recording		
Audio/Video Duplication		
Other (specify): refreshments	101.69	
GRAND TOTAL EXPENSES	3101.69	
PROJECTED REVENUE	2800.00	
Ticket Sales	2800.00	$7x200 (May) $7x200 (August)
Sales (explain; may attach additional page if necessary)		
Other (explain; may attach additional page if necessary)	400.00	refreshments
GRAND TOTAL REVENUE	3200.00	
Income minus Expense	98.31	

Itemized Description of Musician Salaries
African American Masters of Music
Concert Series

Jazz Concert	no rehearsals	
Clark Goodloe	$200.00	
Steve Gundhi	$200.00	
Nick U'Ren	$100.00	
Freddie Williams	$100.00	
Total Cost	$600.00	

Protest Concert	two rehearsals	performance
Russell Brown	$100.00	$100.00
Quincy Frazier	$100.00	$100.00
Clark Goodloe	$100.00	$100.00
Rod Morgan	$100.00	$100.00
Harley White Jr.	$100.00	$100.00
Maatisak Amenhetep	$100.00	$50.00
Malika Murray	$100.00	$50.00
Kamau Mensah	$100.00	$50.00
Rental Fees	*$150.00*	*(chairs and tables)*
Total Cost	$1600.00	

EXHIBIT B/ Phase 1
INVOICE #1

TO: SACRAMENTO METROPOLITAN ARTS COMMISSION

2030 Del Paso Blvd.
Sacramento, CA 95815

FROM: Internal and International Culture and Education Exchange (I&ICEE)
3439 1st Ave., Apt. 3
Sacramento, CA 95817

RE: ARTSCAPES GRANT

AMOUNT DUE: $1,550.85

CHARGE TO #101-750-7116:

Sheila Riley 3-17-06

SIGNATURE DATE
Sheila Riley, I&ICEE

APPROVED:

_____

RHYENA HALPERN, Grants & Cultural Programs Coordinator

Sacramento Metropolitan Arts Commission

EXHIBIT C/ Phase 3
INVOICE #2

TO: SACRAMENTO METROPOLITAN ARTS COMMISSION
2030 Del Paso Blvd.
Sacramento, CA 95815

FROM: Internal and International Culture and Education Exchange (I&ICEE)
3439 1st Ave., Apt. 3
Sacramento, CA 95817

RE: ARTSCAPES GRANT
(Upon completion of project, and receipt of final report and invoice)

AMOUNT DUE: $1,550.85

CHARGE TO #101-750-7116:

_____ _____
SIGNATURE DATE
Sheila Riley, I&ICEE

APPROVED:

_____

RHYENA HALPERN, Grants & Cultural Programs Coordinator

Sacramento Metropolitan Arts Commission

EXHIBIT D/ Phase 3
Final Report & Budget
(Submit with EXHIBIT C--Invoice #2)

Arts Group: _____

Lead Artist: _____

Contact Address(es) _____

Phone(s) _____
Fax(es) _____ **Email** _____

1. ARTSCAPES PROJECT: Please give a brief summary of the funded arts project.

2. DOCUMENTATION
PLEASE ATTACH DOCUMENTATION OF YOUR PROJECT: e.g., REVIEWS, ARTICLES, PRESS CLIPPINGS, PROGRAM MATERIAL, FLYERS, BROCHURES, PHOTOS/SLIDES, PUBLICATIONS, LITERARY WORKS, ETC. Attach samples of any materials displaying the **Arts Commission Logo** and/or acknowledgment of the Arts Commission as a project/program funder.

3. AUDIENCE (for events, performances, exhibits):

Location (Venue and Address)

_____

Date _____ Time _____

A. Approximate numbers in attendance _____

B. Price of admission or product _____

C. Audience demographic breakdown by percentage (approximation):

African-American _____ Asian-Am/Pacific Islander _____ Chicano/Latino _____

European-American _____ Middle Eastern _____ Native American _____

Bi-cultural _____ Other _____

Male _____ Female _____ Economically disadvantaged _____

Dev/Phys. challenged _____ Youth _____ Seniors _____ Others _____

D. What was the impact of this project on your intended audience?

EXHIBIT D (Con't)

4. Products (for CDs, television programming, recordings, books, etc.)

A. Number of Works Reproduced _____ Repro Cost _____ Selling Price of Work _____

B. Number of Works Sold by date of this invoice_____

C. Distribution (Where, by whom, to whom) (attach additional sheet if necessary)

D. What was the impact of this project on your intended audience?

5. How did the project funded under this grant meet your stated objectives?

6. What was your total budget? Please list total expenses, total revenue, and total in-kind donation (either by dollar value or service or product).

7. What was the most successful aspect of your project? What would you do differently next time?

8. Have you ever been funded or commissioned before by this agency?

__ Yes __No

If yes, which program(s) and year(s)?

9. Any other comments or suggestions on your experience as an ArtScapes grantee?

_____

Signature **Title** **Date**

Arts Group:_____

EXHIBIT D (Con't)

Fill out and attach copies of receipts to show each expense.

ARTS PROJECT EXPENSES AND REVENUE

EXPENSES	AMOUNT	DESCRIPTION	RECEIPT ENC.?
SALARIES & FEES			
Artistic Personnel (List)			
Administrative Pers. (List)			
Technical Pers. (List)			
Outside Fees & Services			
OPERATIONS			
Production			
Facility Rent			
Utilities			
Supplies			
Printing/Postage			
Equipment Rental			
Advertising & Promotion			
Insurance			
Audio/Video Recording			
Audio/Video Duplication			
Other (specify):			
GRAND TOTAL EXPENSES			
PROJECT REVENUE			
Ticket Sales			
Sales (explain; may attach additional page if necessary)			
Other (explain; may attach additional page if necessary)			
GRAND TOTAL REVENUE			
Income minus Expense			