



CITY OF SACRAMENTO

DEPARTMENT OF PARKS AND COMMUNITY SERVICES

ROBERT P. THOMAS
Director

G. ERLING LINGGI
Assistant Director

CROCKER ART MUSEUM DIVISION
GOLF DIVISION
METROPOLITAN ARTS DIVISION
MUSEUM AND HISTORY DIVISION
RECREATION DIVISION
PARKS DIVISION
ZOO DIVISION

September 12, 1986

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: Sacramento Science Center Supervisor

SUMMARY

This report provides information on the Sacramento Science Center and Junior Museum and requests authorization for the City Manager to execute a professional services agreement to provide for Science Center supervision. A budget amendment is necessary. No additional general funds are required.

BACKGROUND INFORMATION

The Science Center and Junior Museum has earned a national reputation in recreational/educational services and has provided 35 years of services to the public with a current annual attendance of over 140,000. The Sacramento Bee recently listed the Science Center second only to the State Capitol in popularity for facilities visited by school children. Over 127,907 children were served through the Center's school visitation and outreach program during the 1985-86 school year.

On August 14, 1986 the City Council approved an operational agreement between the City and the Sacramento Science Center, effective September 1, 1986, under which the City would assume responsibility for operations and maintenance of the Science Center; and the Science Center Guild, the nonprofit support group, would be responsible for programming the facility. This public-nonprofit partnership was modeled after the similar and highly successful arrangements between both the Zoo and the Sacramento Zoological Society and the Crocker Art Museum and CAMA.

Funding for the Science Center for FY 1986-87 provided under the City Council approved joint City-County operational plan includes appropriations of \$96,967 each from the City and County to be matched by a projected \$313,800 from the Science Center at the end of the budget year. The City and County's contributions will be offset equally by revenue from admissions and a percentage of gift sales.

The approved organizational plan, to be effective September 1, 1986, places the Science Center under the auspices of the Museum and History Division with the City responsible for the management of the facility. These management responsibilities include personnel supervision, financial planning, hours of operation, cost and collection of admissions; janitorial and security services, interior and exterior maintenance; utilities and facility insurance. These responsibilities will ultimately be met by the Science Center Supervisor, a management employee to be appointed by the City Manager. Given the importance and scope of this position, a nationwide search will be conducted. It is anticipated that this will be filled in twelve to eighteen months. A smooth and successful transition is critical if the benefits of the partnership between the City and Science Center Guild are to be maximized, thereby enabling the Science Center to expand their services to the community. Consequently, until the transition of the Center into the Museum and History Division is complete, the Science Center management shall report directly to the Director. Further, key staff persons from the Department's Administrative Services Division have been assigned responsibility for incorporating the City's management of the Science Center facility into the Department's operation in such areas as budgeting and accounting, personnel, revenue, corporate development, marketing and facility maintenance. This arrangement whereby City staff work with the Science Center will not only help fulfill the City's responsibility to the Center but will also ease the transition process so as not to disrupt services to the public.

Given the magnitude of this transition, it is proposed the City enter a professional services agreement with the existing interim Director, William Pond, to provide for the daily operation and management of the Science Center pending appointment of the Science Center Supervisor. This individual possesses the extensive background in the management of government facilities critical to guide the Science Center transition process. Further, Mr. Pond has established a rapport with the Science Center Board of Directors, the Science Center Guild, and the Center's existing staff. The ongoing support of these groups, particularly the Board of Directors with their tradition of active and valuable contributions to the Center, is essential to continuance of the Science Center's role as a major Sacramento cultural and educational facility.

The Museum and History Division operating budget for FY 1986-87 includes a Science Center Supervisor position. Funding for the proposed professional services contract is available by transferring the existing appropriation for the supervisory position from Employee Services and Supplies to Other Professional Services.

FINANCIAL DATA

No additional City funds are requested.

The total cost for the professional service contract for the period September 1, 1986 to June 1, 1986 is \$25,335. This total represents \$24,435 in services and \$900 in auto allowance. The Museum and History Division's FY 1986-87

operating budget includes a total of \$33,948 for the Science Center Supervisor and \$1,200 budgeted for auto allowance.

RECOMMENDATION

It is recommended that the Budget and Finance Committee approve this report and refer it to the full City Council for action. Further, it is recommended that City Council, by resolution:

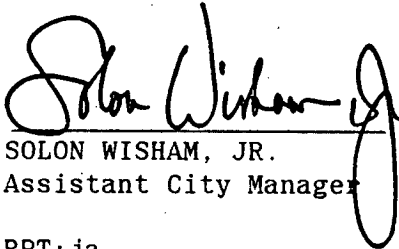
1. Authorize the City Manager to execute a professional services agreement between the City and William Pond in an amount not to exceed \$25,335 for the purpose of providing interim supervision of the Sacramento Science Center and Junior Museum; and
2. Amend the FY 1986-87 operating budget for the Museum and History Division by transferring \$24,435 from Employee Services and \$900 from Other Services and Supplies for a total of \$25,335 to Other Services and Supplies for the purpose stated above.

Respectfully submitted,



ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:



SOLON WISHAM, JR.
Assistant City Manager

RPT:ja

September 23, 1986
All Districts

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN WILLIAM POND AND THE CITY OF SACRAMENTO AND AMENDING THE FY 1986-87 CITY BUDGET FOR THE DEPARTMENT OF PARKS AND COMMUNITY SERVICES, MUSEUM AND HISTORY DIVISION, SACRAMENTO SCIENCE CENTER AND JUNIOR MUSEUM

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. The City Manager is hereby authorized to execute a professional services agreement between William Pond and the City of Sacramento in an amount not to exceed \$25,335 for the purpose of providing supervision of the Sacramento Science Center and Junior Museum.
2. The City Operating Budget for Fiscal Year 1986-87, Department of Parks and Community Services, Museum and History Division, Sacramento Science Center and Junior Museum, is hereby amended by transferring \$25,335 for the purpose stated in paragraph one above as follows:

Employee Services	101-450-4654-4101	\$24,435
Other Services and Supplies	101-450-4654-4276	<u>900</u>
		\$25,335
	to	
Other Services and Supplies	101-450-4654-4258	\$25,335

MAYOR

ATTEST:

CITY CLERK

CONSULTANT SERVICES CONTRACT

THIS AGREEMENT is made at Sacramento, California, as of _____
by and between the CITY OF SACRAMENTO, a municipal corporation ("City"), and
William B. Pond, an individual ("Consultant"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this
Agreement, Consultant shall provide to City the services as described in
Exhibit A.

2. Payment. City shall pay Consultant for services rendered pursuant to
this Agreement at the time and in the manner set forth in Exhibit B. The
payments specified in Exhibit B shall be the only payments to be made to
Consultant for services rendered pursuant to this Agreement. Consultant shall
submit all billings for said services to City in the manner specified in
Exhibit B; or, if no manner be specified in Exhibit B, then according to the
usual and customary procedures and practices which Consultant uses for billing
clients similar to City.

3. General Provisions. The General Provisions set forth in Exhibit C are
part of this Agreement. In the event of any inconsistency between said General
Provisions and any other terms or conditions of this Agreement, the other term
or condition shall control insofar as it is inconsistent with the General
Provisions.

4. Term of Agreement. The term of this agreement shall be for a period
of nine months unless sooner terminated in accordance with other provisions of
this Agreement. This Agreement shall begin on September 1, 1986, and end on
June 30, 1987. Consultant shall commence performance hereunder on the
effective date.

5. Termination. This Agreement may be terminated by either party at any time during its term for any reason by giving thirty (30) days' written notice to the other party or at any time without notice for cause. In the event of termination without cause under this Agreement, Consultant shall be entitled to receive compensation based upon actual hours of which Consultant has performed service hereunder.

6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day first above stated.

ATTEST:

CITY CLERK

CITY:

CITY OF SACRAMENTO, a
municipal corporation

By _____
CITY MANAGER

CONSULTANT:

APPROVED AS TO FORM:

Deane B. Ball 9/4/86
DEPUTY CITY ATTORNEY DATE

By _____
Title _____
Date _____

EXHIBIT A

TASKS

Consultant, working as an independent contractor with the City of Sacramento's Department of Parks and Community Services, shall perform services as a Science Center and Junior Museum Supervisor and shall assume primary responsibility for the supervision, direction, and planning of the daily operation, maintenance, and security of the Sacramento Science Center and for coordination of the activities of the Center and the Sacramento Science Center Board of Directors as defined in the City's Class Specifications for the Science Center Supervisor position on file with the City's Department of Parks and Community Services.

EXHIBIT B

TIME AND MANNER OF PAYMENT

City shall pay a maximum total sum of \$25,335 for services pursuant to this Agreement. City shall pay Consultant at a rate of \$2,815 per month for each calendar month of services performed up to a total of nine months. Consultant shall submit invoices following the last day of each month for services performed during such period.

The total sum stated above shall be the total which City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant for rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement unless such extra service and the price thereof is agreed to in writing and executed by an official of City authorized to obligate the City thereto prior to the time that such extra service is rendered.

EXHIBIT C

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Licenses; Permits; Etc. Consultant represents and warrants to City that he has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to City that consultant shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his profession at the time the services are performed.

3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. Indemnity and Hold Harmless. Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this contract by Consultant whether within or without the scope of this contract, whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

5. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

8. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

9. City Representative. The Director of Parks and Community Services is the representative of the City and will administer this Agreement for the City.