



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2019-01166

September 10, 2019

Consent Item 06

Title: Fiscal Year 2019/20 County Contribution to City/County Organizations Related to the Arts

Location: Districts 2, 3, & 4

Recommendation: Adopt a Resolution authorizing the City Manager or the City Manager's designee to: 1) accept \$869,000 in total funding from the County of Sacramento to support the following operations in Fiscal Year (FY) 2019/20: the Center for Sacramento History (\$232,000), the Sacramento History Museum (\$108,000), the Powerhouse Science Center (\$93,000), and the Sacramento Metropolitan Arts Commission (\$436,000); 2) execute agreements with the County of Sacramento to accept the County funding stated above for the benefit of the Center for Sacramento History, the Sacramento History Museum, the Powerhouse Science Center, and the Sacramento Metropolitan Arts Commission; 3) increase the FY2019/20 Arts Stabilization revenue budget in Citywide and Community Support by \$436,000 in General Funds (Fund 1001) to reflect the County's FY2019/20 funding for the Sacramento Metropolitan Arts Commission; 4) increase the expenditure budget for the Cultural Arts Awards Grant Program (I17000700) by \$336,000 (Fund 1001); and 5) increase the Arts Stabilization expenditure budget in Citywide and Community Support by \$100,000 (Fund 1001).

Contact: Eva Chiang, Administrative Officer, (916) 808-5898, Convention and Cultural Services Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Resolution
- 3-Exhibit A: CSH Agreement
- 4-Exhibit B: SHM Agreement
- 5-Exhibit C: PHSC Agreement
- 6-Exhibit D: SMAC Agreement

Description/Analysis

Issue Detail: Each year, the Sacramento County Board of Supervisors approves its annual allocation of transient occupancy tax (TOT) collections. Historically, the County has used a portion of its TOT to fund joint operations it shares with the City. These operations include the Center for Sacramento History (CSH), the Sacramento History Museum (SHM), the Powerhouse Science Center (PHSC), and the Sacramento Metropolitan Arts Commission (SMAC). The County funds are used to fund projects, programs, activities, and operational expenses of these operations.

In June 2019, the County Board of Supervisors approved TOT allocations for Fiscal Year (FY) 2019/20 to the CSH, SHM, PHSC, and SMAC. The total County allocations for CSH, SHM, PHSC, and SMAC are \$869,000. The County's allocations to the CSH, SHM, PHSC, and SMAC will be administered by the City.

The four agreements with the County proposed for approval are attached as Exhibits A-D.

Policy Considerations: The recommended action is consistent with the City's goals to achieve sustainability and enhance livability in the community.

Economic Impacts: None.

Environmental Considerations: The proposed activity is not subject to environmental review under the California Environmental Quality Act ("CEQA"), California Code of Regulations, Title 14, Section 15060(c)(3), because it is not a project under CEQA.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Approval of the recommended action is necessary to implement the City's FY2019/20 Approved Budget for the CSH, SHM, PHSC, and SMAC which includes funding from the County for the respective organizations' operating budgets.

Financial Considerations: In June 2019, the County Board of Supervisors approved contributions to City/County organizations for FY2019/20. The County's contribution has been included in the FY2019/20 Approved Budget, except for the contributions for SMAC. Staff recommends approving a budget adjustment of \$336,000 for the Cultural Arts Awards Grant Program (I17000700) and \$100,000 for Arts Stabilization (80001065) to reflect the County's

contributions for SMAC for FY2019/20. City matching funds to receive the County funding are included in the FY2019/20 Approved Budget under Citywide and Community Support.

The following table illustrates the County amounts dedicated to each organization.

Organization	FY2019/20 Approved Budget	FY2019/20 County Agreements	Budget Adjustment	Allocate to
Center for Sacramento History	\$232,000	\$232,000	\$0	17001911
Sacramento History Museum	\$108,000	\$108,000	\$0	17001921
Powerhouse Science Center	\$93,000	\$93,000	\$0	17001951
Sacramento Metropolitan Arts Commission – Arts Stabilization	\$0	\$100,000	\$100,000	80001065
Sacramento Metropolitan Arts Commission – Cultural Arts Awards	\$0	\$336,000	\$336,000	117000700
	\$433,000	\$869,000	\$436,000	

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO.

Adopted by the Sacramento City Council

AUTHORIZING THE CITY MANAGER TO ACCEPT FUNDING FROM THE COUNTY OF SACRAMENTO AND EXECUTE AGREEMENTS WITH THE COUNTY OF SACRAMENTO FOR FISCAL YEAR 2019/20 FUNDING OF JOINT CITY/COUNTY ORGANIZATIONS

BACKGROUND

- A. The City of Sacramento and County of Sacramento annually provide joint operating support for the Center for Sacramento History (CSH), the Sacramento History Museum (SHM), the Powerhouse Science Center (PHSC), and the Sacramento Metropolitan Arts Commission (SMAC).
- B. In June 2019, the County Board of Supervisors approved the allocations listed above for Fiscal Year (FY) 2019/20, to be used by the City in administering the four organizations.
- C. The County's funding to SMAC, a total of \$436,000, was not included in City's FY2019/20 budget because the funding amount was not confirmed at the time the City's budget was approved. Therefore, the City's budget will be increased to account for the County's \$336,000 contribution to the Cultural Arts Award (CAA) Grant Program and \$100,000 contribution to Arts Stabilization.
- D. The County's \$436,000 funding to SMAC includes a \$100,000 increase in FY2016/17. To accept the County's FY2019/20 funding of \$436,000, City matching funds in the amount of \$100,000 are required. The City has set aside \$100,000 in General Funds (Fund 1001) in the FY2019/20 Approved Budget under Citywide and Community Support for this purpose. In addition, the City's FY2019/20 funding to CAA Program, a total of \$114,000, has already been budgeted in I17000700.

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

- Section 1. The City Manager or the City Manager's designee is authorized to accept \$869,000 in total funding from the County of Sacramento to support the

following operations in Fiscal Year (FY) 2019/20: the Center for Sacramento History (\$232,000), the Sacramento History Museum (\$108,000), the Powerhouse Science Center (\$93,000), and the Sacramento Metropolitan Arts Commission (\$436,000).

- Section 2. The City Manager or the City Manager's designee is authorized to execute agreements with the County of Sacramento to accept the County funding stated above for the benefit of the Center for Sacramento History, the Sacramento History Museum, the Powerhouse Science Center, and the Sacramento Metropolitan Arts Commission.
- Section 3. The City Manager or the City Manager's designee is authorized to increase the FY2019/20 Arts Stabilization revenue budget in Citywide and Community Support by \$436,000 in General Funds (Fund 1001) to reflect the County's FY2019/20 funding for the Sacramento Metropolitan Arts Commission.
- Section 4. The City Manager or the City Manager's designee is authorized to increase the expenditure budget for the Cultural Arts Awards Grant Program (I17000700) by \$336,000 (Fund 1001).
- Section 5. The City Manager or the City Manager's designee is authorized to increase the Arts Stabilization expenditure budget in Citywide and Community Support by \$100,000 (Fund 1001).
- Section 6. Exhibits A through D are part of this Resolution.

Table of Contents

Exhibit A: CSH Agreement
Exhibit B: SHM Agreement
Exhibit C: PHSC Agreement
Exhibit D: SMAC Agreement

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: _____ Contract Expiration Date (if applicable): 06/30/2020
\$ Amount (Not to Exceed): \$ 232,000.00 Adjusted \$ Amount (+/-): _____
Other Party: County of Sacramento
Project Title: Center for Sacramento History
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: _____

Contract Processing Contacts

Department: Convention & Cultural Services Project Manager: Eva Chiang
Contract Coordinator: _____ Phone Ext. 5898

Department Review and Routing

Accounting:	_____	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

**2019-2020 Transient Occupancy Tax
AGREEMENT BETWEEN COUNTY OF SACRAMENTO
AND CITY OF SACRAMENTO FOR FUNDING OF
CENTER FOR SACRAMENTO HISTORY**

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2019, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CITY OF SACRAMENTO, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, pursuant to the provisions of Subdivision K of Section 15 of the Charter of the County of Sacramento, and Section 63000 of the Government Code of the State of California, the Board of Supervisors of COUNTY is desirous to promote economic revitalization, future development, and a healthy climate for jobs in California which will depend upon a well-conceived system of public improvements, services and amenities that are essential to the economic well-being of the citizens of the state and County and are necessary to maintain, as well as create, employment within the state and County; and

WHEREAS, the services to be performed by CONTRACTOR pursuant to this contract will serve to exhibit and/or enhance the economic benefits to Sacramento County and its residents; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2020.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Economic Development
Attn: Troy Givans
700 H Street, Ste. 6750
Sacramento, CA 95814

TO CONTRACTOR

City of Sacramento
Attn: Jody Ulich, Director
915 I Street, 3rd Floor
Sacramento, CA 95814

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. TERMS AND CONDITIONS OF AGREEMENT

The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

Exhibit A: Scope of Services and Compensation

Exhibit B: Contractor Certification of Compliance Form

Exhibit C*: TOT Terms and Conditions

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at*

<http://www.economic.saccounty.net/Documents/Exhibit%20C-TOT%20Agreement%20Terms%20and%20Conditions.pdf>

V. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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

**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

City of Sacramento

By: _____
Troy Givans, Director

By: _____
Jody Ulich , Director

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

APPROVED AS TO FORM:


CITY ATTORNEY

By:  _____

Date: 7/23/19

Budget Authorized by: Resolution #2019-0377

Contract Signature Authority Authorized by: Resolution #2019-0378

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
CITY OF SACRAMENTO,
hereinafter referred to as "CONTRACTOR"**

Organization: Center for Sacramento History

Total Grant: \$232,000

Project Scope of Work

The City of Sacramento will receive the above grant to fund activities for the Center for Sacramento History in the 2019-2020 County Fiscal Year.

The Center for Sacramento History's mission as a public agency is to illuminate and promote the exploration and analysis of the social, political, geographic, and cultural history of the City and County of Sacramento.

The contribution provided by the County will support staff costs and utilities for maintaining climate control for two facilities (551 Sequoia Pacific and McClellan Park) and our maintenance and security costs at McClellan Park. The county support also pays for a portion of the rent at our McClellan facility (\$12,000.00 per year, City of Sacramento pays \$52,000.00 of the McClellan rent). A staff of two full time archivists provides access to the collections and work on the cataloging of county records.

The joint operations agreement provides savings to the County for the storage and access to their public records. The highest demand for researcher access is to our county records. Over 45% of the records pulled by staff are for county records, with the highest demand being for County Recorder records, Board of Supervisor records, and court records including civil and probate records. The Center for Sacramento History (CSH) provides county residents and visiting scholars' public access to county records (as required by the State's Public Records Act) at a cost far below any private archival storage facility.

CSH will retain one part-time contracted staff member to assist with the digitized film collections consisting of 1500 hours of film and work on all new digital records. These funds will also be utilized to continue digitizing the high use County records that will help preserve the original handwritten volumes from the 19th century.

CSH staff does outreach into the County by speaking to groups in: Citrus Heights, Carmichael, Folsom, Rancho Cordova, Fair Oaks and Natomas. In addition, the CSH staff continues its speaker series drawing residents from around the County to lectures and book signings related to local history topics.

EXHIBIT B
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury. Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities that do business or desire to do business with the county.

1) CONTRACTOR hereby certifies:

- (a) the CONTRACTOR is a government or non-profit entity (exempt), ☐ Yes ☐ No
- (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), ☐ Yes ☐ No
- (c) each Principal Owner (25% or more),
does not have any existing child support orders, ☐ Yes ☐ No

(d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court ☐ Yes ☐ No

2) CONTRACTOR shall certify that each of the following statements is true:

- (a) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- (b) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing dcssbiddercompliance@saccounty.net.

Contractor

Printed Name

Date

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: _____ Contract Expiration Date (if applicable): 06/30/2020
\$ Amount (Not to Exceed): \$ 108,000.00 Adjusted \$ Amount (+/-): _____
Other Party: County of Sacramento
Project Title: Sacramento History Museum
Project #: _____ Bid/RFP/RFP #: _____
City Council Approval: YES if YES, Council File ID#: _____

Contract Processing Contacts

Department: Convention & Cultural Services Project Manager: Eva Chiang
Contract Coordinator: _____ Phone Ext. 5898

Department Review and Routing

Accounting:

(Signature) (Date)

Supervisor:

(Signature) (Date)

Division Manager:

(Signature) (Date)

Other:

(Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

**2019-2020 Transient Occupancy Tax
AGREEMENT BETWEEN COUNTY OF SACRAMENTO
AND CITY OF SACRAMENTO FOR FUNDING OF
SACRAMENTO HISTORY MUSEUM**

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2019, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CITY OF SACRAMENTO a non-profit organization, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, pursuant to the provisions of Subdivision K of Section 15 of the Charter of the County of Sacramento, and Section 63000 of the Government Code of the State of California, the Board of Supervisors of COUNTY is desirous to promote economic revitalization, future development, and a healthy climate for jobs in California which will depend upon a well-conceived system of public improvements, services and amenities that are essential to the economic well-being of the citizens of the state and County and are necessary to maintain, as well as create, employment within the state and County; and

WHEREAS, the services to be performed by CONTRACTOR pursuant to this contract will serve to exhibit and/or enhance the economic benefits to Sacramento County and its residents; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2020.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Economic Development
Attn: Troy Givans
700 H Street, Ste. 6750
Sacramento, CA 95814

TO CONTRACTOR

City of Sacramento
Attn: Jody Ulich, Director
915 I Street, 3rd Floor
Sacramento, CA 95814

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. TERMS AND CONDITIONS OF AGREEMENT

The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

Exhibit A: Scope of Services and Compensation

Exhibit B: Contractor Certification of Compliance Form

Exhibit C*: TOT Terms and Conditions

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at*

<http://www.economic.saccounty.net/Documents/Exhibit%20C-TOT%20Agreement%20Terms%20and%20Conditions.pdf>

V. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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

**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

City of Sacramento

By: _____
Troy Givans, Director

By: _____
Jody Ulich, Director

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

APPROVED AS TO FORM:


CITY ATTORNEY

By:  _____ Date: 7/23/19

Budget Authorized by: Resolution #2019-0377

Contract Signature Authority Authorized by: Resolution #2019-0378

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
CITY OF SACRAMENTO,
hereinafter referred to as "CONTRACTOR"**

Organization: Sacramento History Museum, non profit organization

Total Grant: \$108,000

Project Scope of Work

The City of Sacramento will receive the above grant to fund activities for the Sacramento History Museum in the 2019-2020 County Fiscal Year.

The mission of the Historic Old Sacramento Foundation/ Sacramento History Alliance is to encourage people to explore our shared history through exhibitions, education, and programs while supporting collections, preservation and partnerships. The Sacramento History Museum inspires and connects people through history.

The contribution provided by the County of Sacramento will help fund operations and programs at the Sacramento History Museum.

The Sacramento History Museum programs include:

- **Old Sacramento Underground Tours** - these tours enhance the historic offerings for the region and increase its value as a heritage tourism destination
- **Gold Rush Days**- a historical attraction that makes Sacramento a national travel destination over the Labor Day weekend as well as a heritage festival for residents
- **Educational Outreach** – making site visits to schools throughout the County, booking school group tours to the museum, over 15 programs are available. All educational programs are grade-level appropriate and are aligned with College and Career Readiness Core Standards. Scholarships are available for underserved schools.
- **Sacramento History Museum** - engaging, interactive, and relevant exhibits and events for all ages
- **Gold Fever! Tours** – these interactive-tours add another historic offering to students, tourists and residents exploring the unique and internationally renowned history of the California Gold Rush and the Sacramento region
- **History Camp**: three weeks in July, features arts and crafts, historic tours, and educational activities. Scholarships available for qualified applicants.
- **Living History Program** - dedicated to keeping the past alive and educating the public about Sacramento history. Using the backdrop of Old Sacramento and historic sites throughout the region, members create a “living museum”, performing throughout the year and recreating activities and events from the California Gold Rush, including the ever popular Ghost Tours
- **Community Events** - month long Dia De Los Muertos celebrations, Sacramento County Fair, Sacramento Association of Museums events, including CA State Fair and Museum Day, educational fairs throughout the year, and partnerships with CA State Parks events and projects

EXHIBIT B
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury. Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities that do business or desire to do business with the county.

1) CONTRACTOR hereby certifies:

- (a) the CONTRACTOR is a government or non-profit entity (exempt), ☐ Yes ☐ No
- (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), ☐ Yes ☐ No
- (c) each Principal Owner (25% or more),
does not have any existing child support orders, ☐ Yes ☐ No

(d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court ☐ Yes ☐ No

2) CONTRACTOR shall certify that each of the following statements is true:

- (a) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- (b) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing dcssbiddercompliance@saccounty.net.

Contractor

Printed Name

Date

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Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

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Assessor's Parcel Number(s): _____
Contract Effective Date: _____ Contract Expiration Date (if applicable): 06/30/2020
\$ Amount (Not to Exceed): \$ 93,000.00 Adjusted \$ Amount (+/-): _____
Other Party: County of Sacramento
Project Title: Powerhouse Science Center
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: _____

Contract Processing Contacts

Department: Convention & Cultural Services Project Manager: Eva Chiang
Contract Coordinator: _____ Phone Ext. 5898

Department Review and Routing

Accounting:	_____	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

**2019-2020 Transient Occupancy Tax
AGREEMENT BETWEEN COUNTY OF SACRAMENTO
AND CITY OF SACRAMENTO FOR FUNDING OF
POWERHOUSE SCIENCE CENTER**

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2019, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CITY OF SACRAMENTO, hereinafter referred to as "CONTRACTOR."

RECITALS

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WHEREAS, the services to be performed by CONTRACTOR pursuant to this contract will serve to exhibit and/or enhance the economic benefits to Sacramento County and its residents; and

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

**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

City of Sacramento

By: _____
Troy Givans, Director

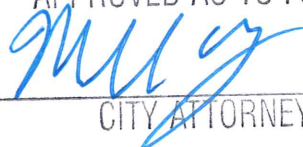
By: _____
Jody Ulich, Director

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

APPROVED AS TO FORM:


CITY ATTORNEY

By:  _____ Date: 7/23/19

Budget Authorized by: Resolution #2019-0377

Contract Signature Authority Authorized by: Resolution #2019-0378

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
CITY OF SACRAMENTO,
hereinafter referred to as "CONTRACTOR"**

Organization: Powerhouse Science Center

Total Grant: \$93,000

Project Scope of Work

The City of Sacramento will receive the above grant to fund activities for the Powerhouse Science Center in the 2019-2020 County Fiscal Year.

The funds received from the County of Sacramento are for the purpose of operating and maintaining the Powerhouse Science Center (Discovery Museum Science & Space Center). The Powerhouse Science Center is a dynamic hub dedicated to engage the Northern California's Capitol region around science and technology education and exploration. The mission of Powerhouse Science Center is to engage and inspire people of all ages to explore the wonders, possibilities, and responsibilities of science.

By providing exciting exhibits, public programs, school and community outreach, as well as teacher professional growth opportunities, Powerhouse helps inspire and empower our visitors to become a STEM-literate community. The Powerhouse Science Center serves 80,000 constituents annually and over 360 schools across 17 counties in the greater Sacramento region.

Powerhouse Science Center programs include:

- **Planetarium** – As Sacramento's only public planetarium, our educators deliver curriculum developed for the exploration of our Solar System, Galaxy and the Universe
- **Challenger Learning Center** – an interactive, role play, educational program, using the excitement of space simulation to inspire students (focuses on math, analytical science, communication and teamwork)
- **Archaeology Dig** – a hands-on simulated archaeology dig that combines history, social studies, art, writing, geology, and archaeology within the scientific method
- **Lab Experiences** - workshop programs designed to be hands-on, Next Gen standard based programming. Workshops include: *The Chemistry of Life; Cellular Biology; Remarkable Reactions; Lights, Machines, Actions, Eco-explorers, and Charge It Up*
- **Outreach Programs** – our educators bring an array of hands-on displays, activities, and equipment into classrooms to deliver current and relevant science based curriculum
- **Homeschool Programs** - unique workshops help homeschool students discover how science, technology engineering, and mathematics are all interconnected in society
- **Summer Camps** – we offer a variety of week-long day camps each summer, from space to microscopes, engineering to zoology, nanotechnology, computer coding to chemistry

- **Science Communications Fellows** – Each year, Powerhouse trains two cohorts of local graduate students and professionals, in the STEM fields, to become science ambassador who engage with the general public by delivering fun content-rich learning activities at special events
- **Teen Power Corps** - a new hybrid education and employment program for high school students in our region. High school teens are trained to interact with visitors at hands-on exhibits, and help facilitate educational programs and workshops
- **Public Programming** – Engaging weekend experiences for visitors which includes special activities, workshops and guest presenters
- **Community Events** – includes two community partnership events. Coffee and Conversation: A Health series hosted every other month at Old Soul Co. in partnership with UC Davis School of Medicine: Clinical & Translational Science Center/Center for Reducing Health Disparities. Sac Science Distilled: Sip Cocktails and explore current science topics in a variety of disciplines including environment, health and well-being, breakthroughs and innovations, etc..

EXHIBIT B
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury. Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities that do business or desire to do business with the county.

1) CONTRACTOR hereby certifies:

(a) the CONTRACTOR is a government or non-profit entity (exempt), ☐ Yes ☐ No

(b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), ☐ Yes ☐ No

(c) each Principal Owner (25% or more),
does not have any existing child support orders, ☐ Yes ☐ No

(d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court ☐ Yes ☐ No

2) CONTRACTOR shall certify that each of the following statements is true:

(a) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and

(b) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing dcssbiddercompliance@saccounty.net.

Contractor

Printed Name

Date

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: _____ Contract Expiration Date (if applicable): 06/30/2020
\$ Amount (Not to Exceed): \$ 436,000.00 Adjusted \$ Amount (+/-): _____
Other Party: County of Sacramento
Project Title: Sacramento Metro Arts Commission
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: _____

Contract Processing Contacts

Department: Convention & Cultural Services Project Manager: Eva Chiang
Contract Coordinator: _____ Phone Ext. 5898

Department Review and Routing

Accounting:	_____	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

**2019-2020 Transient Occupancy Tax
AGREEMENT BETWEEN COUNTY OF SACRAMENTO
AND CITY OF SACRAMENTO FOR FUNDING OF
SACRAMENTO METROPOLITAN ARTS COMMISSION**

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2019, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CITY OF SACRAMENTO, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, pursuant to the provisions of Subdivision K of Section 15 of the Charter of the County of Sacramento, and Section 63000 of the Government Code of the State of California, the Board of Supervisors of COUNTY is desirous to promote economic revitalization, future development, and a healthy climate for jobs in California which will depend upon a well-conceived system of public improvements, services and amenities that are essential to the economic well-being of the citizens of the state and County and are necessary to maintain, as well as create, employment within the state and County; and

WHEREAS, the services to be performed by CONTRACTOR pursuant to this contract will serve to exhibit and/or enhance the economic benefits to Sacramento County and its residents; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2020.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Economic Development
Attn: Troy Givans
700 H Street, Ste. 6750
Sacramento, CA 95814

TO CONTRACTOR

City of Sacramento
Attn: Jody Ulich, Director
915 I Street, 3rd Floor
Sacramento, CA 95814

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. TERMS AND CONDITIONS OF AGREEMENT

The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

Exhibit A: Scope of Services and Compensation

Exhibit B: Contractor Certification of Compliance Form

Exhibit C*: TOT Terms and Conditions

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at*

[http://www.economic.saccounty.net/Documents/Exhibit%20C-](http://www.economic.saccounty.net/Documents/Exhibit%20C-TOT%20Agreement%20Terms%20and%20Conditions.pdf)

[TOT%20Agreement%20Terms%20and%20Conditions.pdf](http://www.economic.saccounty.net/Documents/Exhibit%20C-TOT%20Agreement%20Terms%20and%20Conditions.pdf)

V. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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

**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

City of Sacramento

By: _____
Troy Givans, Director

By: _____
Jody Ulich , Director

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

APPROVED AS TO FORM:



CITY ATTORNEY

By:  _____

Date: 7/23/19

Budget Authorized by: Resolution #2019-0377

Contract Signature Authority Authorized by: Resolution #2019-0378

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
CITY OF SACRAMENTO,
hereinafter referred to as "CONTRACTOR"**

Organization: Sacramento Metropolitan Arts Commission

Total Grant: \$436,000

Project Scope of Work

The City of Sacramento will receive the above grant to fund Sacramento Metropolitan Arts Commission ("Arts Commission") programs in the 2019-20 County Fiscal Year.

A portion of the contribution will be allocated to the Cultural Arts Awards ("CAA") Grant program. The CAA grants are awarded to City and County nonprofit arts organizations and organizations with arts programming to partially fund operating expenses and support arts project. Funds will also support administration and management of the Art in Public Places Program, and general Arts Commission administration.

The Arts Commissions mission is advancing the community through arts and culture. The Arts Commission actively fosters, develops and advocates support of the arts within the City and County of Sacramento. The Arts Commission is a valuable resource and community hub, helping to create a vital arts scene that advances the quality of life in the Sacramento region for residents and visitors, while contributing to the economy.

The Arts Commission is committed to:

- Supporting the wealth of artistic talent in the Sacramento region;
- Supporting the arts because they are a vital force for advancing economic opportunities and creating a more livable region;
- Providing outreach to the widest and most diverse citizenry, including residents, cultural travelers, arts novices and veterans, and arts participants of all ages, neighborhoods, ethnicities and cultures;
- Supporting a strong City-County partnership;
- Being a supportive and empowering resource for artists and arts organizations; and
- Adhering to the tenets of inclusion, access, integrity, accountability, and equity in all aspects of the agency's programs and operations.

The Arts Commission Programs: The Arts Commission is dedicated to the principles of inclusion, accessibility and diversity. All of the Arts Commission's programs are implemented through open, accountable and transparent public processes:

- **Art in Public Places:** established to expand public experiences of visual art by installing artworks in public places.
- **Grants and Cultural Programs:** Supports individual arts and arts organizations that enrich the Sacramento region by offering them a variety of resources and grant

opportunities to encourage their growth and to broaden their offerings to Sacramento arts communities.

- **Arts Education:** provides access to and engagement in, arts learning experiences for residents of all ages in the greater Sacramento region. The program does this by providing resources and collaborative partnership opportunities for arts organizations, social service and community organizations, schools, teaching artists, and educators to develop educational programming.
- **Arts Marketing and Outreach:** the Arts Commission sponsors cultural tourism and arts marketing initiatives designed to engage residents and visitors in the rich and vibrant Sacramento art community.

EXHIBIT B
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

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- (c) each Principal Owner (25% or more),
does not have any existing child support orders, ☐ Yes ☐ No

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Contractor

Printed Name

Date