
File ID: 2026-00910

5/5/2026

Fiscal Year 2025/26 County of Sacramento Contribution to the Office of Arts and Culture

File ID: 2026-00910

Location: Citywide

Recommendation: Adopt a **Resolution** authorizing the City Manager or designee to: 1) accept \$381,600 in total funding from the County of Sacramento to support the Office of Arts and Culture operations; 2) execute an agreement with the County of Sacramento to accept the County funding stated above; 3) increase the Fiscal Year (FY) 2025/26 revenue budget in Citywide and Community Support Department by \$381,600 in General Fund (Fund 1001) to reflect the County's FY2025/26 funding for the Office of Arts and Culture; 4) increase the expenditure budget in the Cultural Arts Award Grant Program (I17000700) by \$336,000 Measure U Fund (Fund 2401); and 5) increase the expenditure budget in the FY2025/26 Citywide and Community Support Department by \$45,600 Measure U Fund (Fund 2401).

Contact: Mannylyn P. Timoteo, Administrative Analyst, (916) 808-3982, mtimoteo@cityofsacramento.org; Jason Jong, Cultural and Creative Economy Manager, (916) 808-5105, jjong@cityofsacramento.org; Megan Van Voorhis, Director, (916) 808-5979, mvanvoorhis@cityofsacramento.org; Department of Convention and Cultural Services

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Resolution
- 3-Agreement

Description/Analysis

Issue Detail: Each year, the Sacramento County Board of Supervisors approves its annual allocation of transient occupancy tax (TOT) collections. The County uses a portion of its TOT to fund joint operations it shares with the City. This year, these operations include the Sacramento Office of Arts and Culture (OAC). The County funds are used to support projects, programs, activities, and operational expenses of the division. The County Board of Supervisors approved TOT allocations for Fiscal Year (FY) 2025/26 to OAC in the amount of \$381,600. The County's allocation to OAC will be administered by the City.

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 activities are not subject to environmental review under the California Environmental Quality Act (CEQA) because they do not constitute a project per CEQA Guidelines sections 15060 (c)(3) and 15378 (b)(4).

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: Approval of the recommended action is necessary to implement the City's FY2025/26 budget for OAC, which includes funding from the County for the department's operating budget.

Financial Considerations: The County Board of Supervisors approved contributions to OAC for FY2025/26 in the amount of \$381,600. Staff recommend increasing the General Fund (Fund 1001) revenue budget in Citywide and Community Support Department by \$381,600, increasing the expenditure budget in the Cultural Arts Awards Grant Program (I17000700) by \$336,000 (Measure U Fund, Fund 2401), and increasing the expenditure budget in the FY2025/26 Citywide and Community Support Department by \$45,600 (Measure U Fund, Fund 2401).

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2026-

Adopted by the Sacramento City Council

May __, 2026

Fiscal Year 2025/26 County Contribution to Sacramento Office of Arts and Culture

BACKGROUND

- A. The City of Sacramento and the County of Sacramento provide joint operating support for the Sacramento Office of Arts and Culture (OAC).
- B. The County Board of Supervisors approved its allocation to OAC for Fiscal Year (FY) 2025/26, to be used by the City programs, events, activities, and operational expenses of OAC.
- C. Because the County's funding to OAC was not included in City's FY 2025/26 Budget, the City's budget must now be increased to account for the County's contribution of \$336,000 to the Cultural Arts Awards (CAA) Grant Program and \$45,600 to the Citywide and Community Support Department.

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

- Section 1. The funding from the County of Sacramento in the amount of \$381,600 to support the programs, events, and activities administered by the Sacramento Office of Arts and Culture for FY2025/26 is accepted.
- Section 2. The City Manager or designee is authorized to execute an agreement and any necessary documents with the County of Sacramento to accept the funding stated above for the benefit of OAC.
- Section 3. The City Manager or designee is authorized to increase the FY2025/26 revenue budget in the Citywide and Community Support by \$381,600 in General Funds (Fund 1001) to reflect the County's FY2025/26 funding for Sacramento Office of Arts and Culture.

- Section 4. The City Manager or designee is authorized to increase the expenditure budget in the Cultural Arts Awards Grant Program (I17000700) by \$336,000 (Measure U Fund, Fund 2401).
- Section 5. The City Manager or designee is authorized to increase the expenditure budget in the FY2025/26 Citywide and Community Support Department by \$45,600 (Measure U Fund, Fund 2401).
- Section 6. The City Manager or designee is authorized to establish the appropriate transfers between the General Fund (Fund 1001) and the Measure U Fund (Fund 2401) to complete the recommended budget adjustments.



Contract Routing Sheet

Payment / Performance Bond Only

General Routing Information

Department: Convention and Cultural Services Department

Contract Coordinator: Mannylyn Timoteo Email: mtimoteo@cityofsacramento.org

Effective Date: _____ Expiration Date: 06/30/2026

Grant/Project Name: Cultural Arts Awards (CAA)

Other Party: County of Sacramento

Original Not to Exceed Amount: \$ 381,600.00

Assessor's Parcel Number(s): _____

Project Number: i17000700 Bid/RFQ/RFP#: _____

Supplements/Addendums/Change Orders

Adjusted Amount of this Change (+/-): _____ New Not to Exceed Amount: _____

Change In Scope: No

Original Contract Number: _____ Supplement Number: _____

Council Approval

Original Meeting Date: _____ Council File ID: _____

Supplement Meeting Date: _____ Council File ID: _____

Processing Information

- Clerk's Office to Mail for Recording
- Return to Dept for Other Party Signature
- Real Estate
- Return to Dept for Recording
- Construction Related
- Additional Originals Attached – Return to Dept.

Add notes/instructions, including any other contract or council file ID numbers related to this agreement:

Signing Authority - Department Directors up to \$100K; \$100K -\$250K City Manager or Assistant City Manager; \$250K+ Council Approval & Council Appointee or designee.

Department Review and Routing

AB 339 Review Confirmation (if needed) _____

Sign _____

Sign _____

Sign _____

Sign _____

Sign _____

AGREEMENT FOR GRANT OF FUNDING FOR SACRAMENTO COUNTY ARTS RELATED SERVICES AND OTHER ARTS MATTERS

THIS AGREEMENT is made and entered into as of 4/17/2026, 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 chartered city of the State of California, hereinafter referred to as "GRANTEE."

RECITALS

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

WHEREAS, COUNTY Resolution 2019-0741 authorizes the County Executive, or designee, to execute agreements for the County's administration of arts related functions; and

WHEREAS, COUNTY Resolution 2025-0398 authorizes the County Executive, or designee, to execute agreements using Transient Occupancy Tax (TOT) funding that was approved during the Recommended Budget Hearings for Fiscal Year 2025-26; and

WHEREAS, the GRANTEE has proposed to provide Sacramento County arts related services for the compensation described herein; and

WHEREAS, the services to be provided by GRANTEE are not services provided by County employees and; therefore, not subject to the requirements of Sacramento County Charter Section 71-J; and

WHEREAS, COUNTY AND GRANTEE 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 GRANTEE agree as follows:

I. SCOPE OF SERVICES

GRANTEE 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, 2026.

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

Crystal Bethke, Director
Office of Economic Development
700 H Street, Suite 6750
Sacramento, CA 95814

TO GRANTEE

Leyne Milstein
Assistant City Manager
City of Sacramento
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. COMPLIANCE WITH LAWS

GRANTEE shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. GRANTEE shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. GRANTEE further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. GRANTEE certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

GRANTEE shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to GRANTEE'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by GRANTEE hereunder shall be owned jointly by COUNTY and GRANTEE. Copies of any such work product developed under this Agreement shall be delivered to COUNTY as requested. GRANTEE may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of GRANTEE'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF GRANTEE

- A. It is understood and agreed that GRANTEE (including GRANTEE's employees) is an independent GRANTEE and that no relationship of employer-employee exists between the parties hereto. GRANTEE's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to GRANTEE under the provisions of this agreement; and as an independent GRANTEE, GRANTEE hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. If, in the performance of this agreement, any third persons are employed by GRANTEE, such person shall be entirely and exclusively under the direction, supervision, and control of GRANTEE. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by GRANTEE, and the County shall have no right or authority over such persons or the terms of such employment.
- C. It is further understood and agreed that as an independent GRANTEE and not an employee of County, neither the GRANTEE nor GRANTEE's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. GRANTEE shall not be covered by worker's compensation; nor shall GRANTEE be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other

insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.

- D. It is further understood and agreed that GRANTEE must issue W-2 and 941 Forms for income and employment tax purposes, for all of GRANTEEs assigned personnel under the terms and conditions of this agreement.

X. GRANTEE IDENTIFICATION

GRANTEE shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: GRANTEE'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to GRANTEE.

XI. BENEFITS WAIVER

If GRANTEE is unincorporated, GRANTEE acknowledges and agrees that GRANTEE is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should GRANTEE or any employee or agent of GRANTEE seek to obtain such benefits from COUNTY, GRANTEE agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XII. RETIREMENT BENEFITS/STATUS

GRANTEE acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, GRANTEE assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by GRANTEE under this Agreement. GRANTEE waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on GRANTEE's provision of services under this Agreement.

XIII. CONFLICT OF INTEREST

GRANTEE and GRANTEE's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. GRANTEE shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, GRANTEE shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. GRANTEE agrees and assures COUNTY that GRANTEE and any subGRANTEES shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. GRANTEE shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. GRANTEE represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. GRANTEE agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. GRANTEE shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or GRANTEEs.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents or GRANTEEs. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or GRANTEEs.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XVII. INSURANCE

Each party, 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, professional insurance, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party 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.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

GRANTEE shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by GRANTEE in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

GRANTEE shall ensure that all web sites and web applications provided by GRANTEE pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit B, or Exhibit B as modified by COUNTY in accordance with express provisions in this Agreement.
- B. GRANTEE shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY at the two points described in Exhibit B, Section 2 (Initial Payment, Final Payment). Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay GRANTEE within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless GRANTEE has obtained prior written COUNTY approval to the contrary.
- D. GRANTEE shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event GRANTEE fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement GRANTEE is to provide training of County personnel on legal issues, then GRANTEE shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. GRANTEE shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. GRANTEE remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. GRANTEE shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by GRANTEE in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. 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. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and GRANTEE in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of Economic Development, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, GRANTEE shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to GRANTEE and it is later determined that GRANTEE was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to GRANTEE should GRANTEE materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to GRANTEE and it is later determined that GRANTEE was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to GRANTEE, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds

that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, GRANTEE shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, GRANTEE shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of GRANTEE covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay GRANTEE an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. GRANTEE shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that GRANTEE can legally cancel.

XXX. REPORTS

- A. GRANTEE shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning GRANTEE's activities as they affect the contract duties and purposes herein. GRANTEE shall provide Program Reports to COUNTY as described in Exhibit A.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at GRANTEE's premises, GRANTEE's financial and program records related to this Agreement as COUNTY deems necessary to determine GRANTEE's compliance with legal and contractual requirements and the correctness of claims submitted by GRANTEE. GRANTEE shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until GRANTEE has provided access to GRANTEE's financial and program records related to this Agreement.

XXXII. COMPLIANCE WITH COVID-19 GUIDELINES AND PUBLIC HEALTH ORDERS

GRANTEE shall be solely and completely responsible for implementing and complying with the applicable COVID-19 guidelines from the California Department of Industrial Relations, Division of Occupational Safety and Health, and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention for the protection of workers including but not limited to, regulations

concerning education, training, routine cleaning, on-site washing facilities, and the use of Personal Protective Equipment (PPE) at the Work site (collectively, "Guidelines"). GRANTEE shall comply with all State and Sacramento County Public Health Officer Orders in effect during the term of this Agreement.

XXXIII. PRESS AND MEDIA COORDINATION

GRANTEE shall provide notice to and coordinate with COUNTY prior to participating in or providing information for any press or media release, interview, event or other communication regarding services provided under this Agreement. GRANTEE will also alert COUNTY about any media inquiries that pertain to this Agreement and coordinate response.

XXXIV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and GRANTEE regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and GRANTEE regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXV. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVI. FORCE MAJEURE

Neither GRANTEE nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXVIII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXIX. 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
a chartered city of the
State of California**

By: David Villanueva
David Villanueva
County Executive

By: _____
Leyne Milstein,
Assistant City Manager

Date: 4/17/2026

Date: _____

**CONTRACT AND GRANTEE TAX
STATUS REVIEWED AND APPROVED
BY COUNTY COUNSEL**

Approved as to Form

By: Diane McElhern
Diane McElhern
Deputy County Counsel

By: Ryan Meyerhoff
Ryan Meyerhoff
Senior Deputy City Attorney

Attest By/Date

Date: 4/14/2026

4/14/2026

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

**Project Scope of Work
FY 2025-26
Grant Amount: \$381,600**

Cultural Arts Awards: The Sacramento County Board of Supervisors and the City of Sacramento make funds available to the Cultural Arts Awards (CAA) Program to support nonprofit arts and cultural organizations throughout Sacramento County. Granted through a competitive award process, grants assist nonprofit arts and cultural organizations with general operating expenses. To be eligible for funding, grantees must meet standards of diversity and equity, artistic and/or cultural contribution, community impact, show sound management, and demonstrate financial and organizational accountability.

In Fiscal Year 2024-2025, the City of Sacramento and County of Sacramento launched a new three-year cycle of grant funding for nonprofit organizations. With \$500,000 from City Measure U, \$336,000 from Sacramento County, and \$114,000 in City Match funding, the City of Sacramento Office of Arts and Culture (OAC) allocated \$950,000 toward the CAA grants for Fiscal Year 2024-25. The application process for the 2025-2027 CAA grant cycle began on October 15th, 2024. 75 eligible applications were received by the deadline of December 15th, 2024, marking an 8% increase in applications from the 2022-2024 cycle and a 12% increase in applications from the 2018-2022 cycle. Applications were considered by two panels of arts, culture, and nonprofit practitioners and experts. Based on panel scores, 72 applicants were recommended for award amounts ranging from \$5,000 to \$23,723.25 for FY 2024-25. 71 applicants contracted with the City for funding and are currently in compliance with contract requirements.

The Fiscal Year 2025-26 County of Sacramento's support will enable the OAC to carry out the following activities:

- Ongoing grantee communications and engagement; and
- Contracting, management and payment of second-year funding; and
- Compliance monitoring; and
- Preparing reports on the grant program impact to share with governing bodies and community stakeholders.

The County of Sacramento's support for the CAA program will be supplemented by the City of Sacramento's City measure U funding to maintain the joint City of Sacramento/County of Sacramento investment of \$950,000 in program funding for the second year of the 2025-2027 Cultural Arts Awards.

Microgrant Opportunities: Small arts and cultural organizations are essential to a vibrant and dynamic arts ecosystem. To ensure the accessibility of funding opportunities to nonprofit organizations of all sizes, the OAC launched the Small Organization Sustainability Fund (SOSF) in October 2025. This program aims to address gaps in access to general operating support, thereby ensuring the stability and vitality of small arts and cultural organizations. Each of the program’s six goals align with Creative Edge, Sacramento’s seven-year arts, culture, and creative economy plan, and exemplify the OAC’s mission to advance community through arts and culture. Through a strategic partnership with the County of Sacramento, the grant provides general operating support for small arts and cultural organizations (budgets under \$25,000) throughout Sacramento County including its unincorporated regions. All applicant organizations must have a mission or primary purpose and programs which center arts and/or culture. With \$62,959 in California Arts Council’s State-Local Partnership funding and administrative support from Sacramento County, a total of \$98,153 in microgrants of no more than \$5,000 were awarded to 25 federally recognized tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code, as well as organizations who may be fiscally sponsored by such organizations, including arts collectives and informal arts groups.

The Fiscal Year 2025-26 County of Sacramento’s support will enable the OAC to carry out the following activities:

- Ongoing grantee communications and engagement; and
- Contracting, management and payment of funding; and
- Compliance monitoring; and
- Preparing reports on the grant program impact to share with governing bodies and community stakeholders.

Grant Summary	
CAA Grants:	\$336,000
CAA Administration:	\$33,600
Mini-Grant Administrative Fee:	\$12,000
Total:	\$381,600

Program Reports:

GRANTEE shall provide COUNTY with an annual status report for the Cultural Arts Awards no later than October 15, 2026.

GRANTEE shall provide COUNTY with an individual status report for each of the 25 Microgrant awardees within 30 days of a Microgrant awardee’s final submittal to GRANTEE.

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

COMPENSATION

1. MAXIMUM PAYMENT TO GRANTEE

The Maximum Total Payment Amount under this Agreement is: three hundred eighty-one thousand, six hundred dollars (\$381,600).

COMPENSATION SUMMARY	
CAA Grants	\$336,000.00
CAA Administration	\$33,600.00
Mini-Grant Administrative Fee	\$12,000.00
TOTAL PAYMENT	\$381,600.00

2. COMPENSATION COMPONENTS

GRANTEE shall receive funding in accordance with the fee schedules, as summarized above.

3. ITEMIZED TASKS AND SUBTASKS

If GRANTEE’s Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY’s Project Manager. GRANTEE shall promptly notify COUNTY’s Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be re-evaluated and indicate the reason and/or justification for such reevaluation. COUNTY’s Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. WORK NOT IN SCOPE OF SERVICES

GRANTEE shall immediately notify the COUNTY’s Project Manager in writing of any work that the COUNTY requests to be performed that GRANTEE believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DIRECTOR approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in GRANTEE’s compensation is approved and executed by both parties.

5. SUBMISSION OF INVOICES

GRANTEE shall address and submit all invoices associated with this Agreement by U.S. mail, e-mail, or personal delivery to COUNTY at the address in the Notice provision of this Agreement. GRANTEE shall include the following information on all invoices:

1. Contract Number: to be provided by COUNTY
2. Project Name: Arts Related Services
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided and Respective Compensation Requested
6. Any other information deemed necessary by GRANTEE and/or COUNTY

6. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, COUNTY shall address and submit payments to GRANTEE at address in the Notice provision of this Agreement.

GRANTEE may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

7. ACKNOWLEDGMENT OF SACRAMENTO COUNTY

GRANTEE agrees to acknowledge in all public communications and public outreach related to the program funded under this contract that the program is supported by Sacramento County. GRANTEE shall ensure that this acknowledgment is clear, prominent, and accurately reflects the level of funding provided by Sacramento County.

GRANTEE shall include the following statement in all relevant materials, including but not limited to press releases, websites, brochures, and social media posts:

"This program is made possible through funding provided by Sacramento County."

GRANTEE shall also display the official Sacramento County logo, as provided by the County, alongside this acknowledgment statement, where feasible and appropriate.

GRANTEE further agrees to promptly inform County of any public communications or public outreach activities related to the program to ensure compliance with this provision. GRANTEE shall submit drafts of any press releases or promotional materials for review and approval by County prior to dissemination.