
File ID: 2025-01183

10/14/2025

Agreement: Sacramento History Alliance Agreement [Two-Thirds Vote Required] [Published for 10-Day Review 10/02/2025]

File ID: 2025-01183

Location: Old Sacramento Historic District, District 4

Recommendation: Pass a **Motion**, by a 2/3 vote: 1) finding that special circumstances make the use of the bid procedure inappropriate and it is in the best interest of the City to lease without bidding pursuant to City Code section 3.68.110(F); and 2) authorizing the Interim City Manager or designee to execute an agreement with the Sacramento History Alliance for an amount not to exceed \$539,250 for an initial three year term through June 30, 2028, with four three-year extension options for a total agreement amount not to exceed \$2,783,250, for the operation and management of the Sacramento History Museum and the Old Sacramento Visitors Center.

Contact: Megan Van Voorhis, Director, 916-808-5979, mvanvoorhis@cityofsacramento.org ,
Convention and Cultural Services

Presenter: None

Attachments:

1-Description/Analysis

2-Sacramento History Alliance Agreement

Description/Analysis

Issue Detail: In 2012, the City and the Historic Old Sacramento Foundation (“HOSF”) executed City Agreement No. 2012-0997 (“Agreement”) for a five-year term with an optional five-year extension to operate, manage, and maintain the Sacramento History Museum, to promote preservation of the Old Sacramento Historic District, and to provide various history programs in Old Sacramento. The Sacramento History Museum is located on City-owned property at 101 I Street in the Old Sacramento Historic District.

The Agreement was first amended in 2014 to expand the services provided by HOSF. In 2017, at HOSF’s request, a second amendment was executed to extend the term of the Agreement through June 30, 2018, while the City and HOSF negotiated a new agreement. In 2017 HOSF amended their articles of incorporation to become the Sacramento History Alliance, Inc., (“SHA”). In 2018, the City

and SHA determined it would be prudent to execute a Third Amendment to extend the term of City Agreement No. 2012-0997 through June 30, 2022, for the remaining 4 years of the second 5-year term and assign all rights and obligations of the Agreement to SHA. In 2022, the City and SHA determined it would be prudent to execute a Fourth Amendment to extend the term of City Agreement No. 2012-0997 through June 30, 2023. In 2023, the City and SHA determined it would be prudent to execute a Fifth Amendment to extend the term of City Agreement No. 2012-0997 through June 30, 2024.

In 2024, the City and SHA determined it would be prudent to execute a Sixth Amendment to extend the term of City Agreement No. 2012-0997 through June 30, 2025 while they negotiated the terms of a new agreement. In addition to extending the agreement by one year, this amendment added a new section, Section 34, in which the City and SHA agreed to collaboratively engage in a strategic planning process within the term of this Agreement. The purpose of the process was to develop a new strategic operating framework for the SHA that takes into consideration the strengths, capabilities, and assets of the Sacramento History Alliance and the Center for Sacramento History (City Archives). In 2025, the City and SHA executed a Seventh Amendment to extend the term of City Agreement No. 2012-0997 through September 30, 2025, with a corresponding pro-rated distribution of funds for Fiscal Year 2025/26 of \$12,500, while final terms were negotiated for a new agreement.

In 2021 the City and SHA executed Agreement 2021-0245 and to expire on June 30, 2026, for the operation and management of the Old Sacramento Visitors Center for a total agreement amount not to exceed \$187,000 over the five year term. This Agreement was amended in 2025 to expire by September 30, 2025 with a corresponding pro-rated distribution of funds for Fiscal Year 2026 of \$9,250, while the terms of Agreement 2021-0245 are included in this proposed new agreement.

The proposed new agreement is for a three-year term through June 30, 2028, with the option of four additional three-year terms upon the written consent of the City and SHA. This proposed agreement continues SHA's responsibilities to operate and manage the Sacramento History Museum, as well as absorbing the terms of Agreement 2021-0245 between the City and SHA for the operation and management of the Old Sacramento Visitors Center.

The strategic planning process embarked upon by the City and SHA in 2024-2025 is incorporated in the proposed agreement through the following:

- A framework for joint collaboration between the City, the Center for Sacramento History, and SHA to include the phased pursuit of the development of a co-located facility capable of supporting expanded programming, exhibitions, archival functions, and heritage tourism - with the stated objective of elevating history as a part of the destination experience in the State Capital.
- Collaboration on funding strategies and advocacy for this development, and defined roles and responsibilities for each entity.

- Collaboration on enhancing the Sacramento History Museum’s interpretive focus to emphasize district-based stories and themes, incorporating diverse community perspectives that connect to the district’s development.
- The Center for Sacramento History and SHA will adopt a shared exhibition calendar for the Sacramento History Museum and engage in exhibition and supporting program planning activities for the purposes of emphasizing district-based stories and themes, incorporating diverse community perspectives that connect to the district’s development.
- The Center for Sacramento History and SHA will collaboratively develop policies and procedures that clearly define roles, expectations, and processes for the production of exhibitions and programs and the use of artifacts in line with the Center for Sacramento History’s Collections Management Policy as adopted by City Council.

Policy Considerations: The proposed amendment supports the City’s 2040 General Plan Goal YPRO-4.1 to provide a diversity of arts, culture, and learning opportunities, facilities and programs for people of all ages to improve knowledge of Sacramento’s history, enhance quality of life, and enrich community culture, and policies that encourage partnerships with organizations to support cultural educational activities and programming, children’s programming, and reinvestment in City facilities.

The proposed amendment also supports Goal 2.2.3 of the Creative Edge: Arts, Culture & Creative Economy Plan, which calls for investing in the Center to increase its capacity for educational and community programming, drawing on the City’s archives and Sacramento’s community of historians.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on October 2, 2025, in compliance with the City Code.

Economic Impacts: According to the U.S. Cultural & Heritage Traveler Report, 78 percent of U.S. leisure travelers participate in cultural or heritage activities while traveling. These travelers spend more than the average tourist, averaging \$1,480 per trip, compared to \$915 for non-heritage travelers (adjusted for inflation). They’re more likely to stay longer, visit multiple sites in a trip, and return to destinations that offer layered, authentic experiences.

Environmental Considerations: The report concerns administrative activities that will not have a significant effect on the environment and is exempt from the Environmental Quality Act (CEQA) review [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The City and SHA have negotiated a new agreement for the operation and management of the Sacramento History Museum, Old Sacramento Visitors Center, and strategic planning for a future co-located facility aimed at elevating history in the seat of government in the 4th largest economy in the world. This agreement lays the foundation for addressing flood and fire risks, inadequate preservation environment, limited storage space, limited public space, and accessibility issues at the Center for Sacramento History. It also addresses space limitations of the Sacramento History Museum site.

City Code section 3.68.110(F) provides City Council may determine that, in the best interest of the City, special circumstances make the use of the bid procedure inappropriate for the leasing of City-owned property. Staff recommends that it is in the best interests of the City to approve the proposed agreement for three years through June 30, 2028 with the option of four additional 3-year terms due to the long-standing and successful operation of the Sacramento History Museum by SHA.

Financial Considerations: As a City-owned facility, the City has provided financial support to SHA for the operations of the Sacramento History Museum and Old Sacramento Visitors Center. Through City Agreement No. 2012-0997, the City provided \$50,000 annually to SHA for support of activities with the Center for Sacramento History (City Archives) and with the option to provide additional funding annually in an amount not-to-exceed \$100,000 for additional services as agreed upon with written approval by the City. In 2025, the City and SHA executed a Seventh Amendment to extend the term of City Agreement No. 2012-0997 through September 30, 2025, with a corresponding pro-rated distribution of funds for Fiscal Year 2026 of \$12,500, while final terms were negotiated for a new agreement.

Through City Agreement No. 2021-0245 the City provided \$37,000 annually to SHA for the management and operation of the Old Sacramento Visitors Center for a total of \$187,000 over the five-year term. This Agreement was amended in 2025 to expire by September 30, 2025 with a corresponding pro-rated distribution of funds for Fiscal Year 2026 of \$9,250, while the terms of Agreement 2021-0245 are included in this proposed new agreement.

Funding for the remainder of Fiscal Year (FY) 2025/26 in the proposed agreement is \$165,250 as adopted in the Fiscal Year (FY) 2025/26 Convention and Cultural Services Budget for these purposes. For the remaining two years of the initial three-year term, the annual funding amount is \$187,000. Funding over the initial three-year term is \$539,250 and if all term extensions are exercised over the 15-year period, the total not to exceed value of the Agreement will be \$2,783,250.

Like City Agreement No. 2012-0997, this new agreement also provides that SHA may receive financial support, if available, as determined through the City's annual budget process. Funding in the amount of \$143,528 is available in the FY2025/26 Proposed Convention and Cultural Services Department Budget. In addition, SHA will receive \$108,000 through a separate annual agreement

executed with Sacramento County and the City. These funds are deposited in the Sacramento History Museum Budget (17001921) to be distributed by the City.

Sufficient funding is available in the proposed FY2025/26 Convention and Cultural Services Department Operating Budget to execute this new agreement with SHA. Funding in future fiscal years is subject to availability of funding in the adopted budgets for the applicable fiscal years.

Local Business Enterprise (LBE): Not applicable.

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: 10/1/2025 Contract Expiration Date (if applicable): 06/30/2028
\$ Amount (Not to Exceed): 2783250 Adjusted \$ Amount (+/-): 0
Other Party: Sacramento History Alliance
Project Title: Sacramento History Alliance Agreement
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2025-01183

Contract Processing Contacts

Department: Convention & Cultural Services Project Manager: Megan Van Voorhis
Contract Coordinator: Rebecca Bitter Email: rbitter@cityofsacramento.org

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.)

Recording Requested

Other Party Signature Required

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

**AGREEMENT
BETWEEN THE CITY OF SACRAMENTO AND
SACRAMENTO HISTORY ALLIANCE, INC.**

This agreement ("Agreement") is made as of _____, 2025, by and between the City of Sacramento, a municipal corporation, ("City") and the Sacramento History Alliance, a California nonprofit public benefit corporation ("SHA"). The City and SHA may be referred to collectively as "Parties" or in the singular as "Party," as the context requires.

Background

- A. The Old Sacramento Historic District ("District") is a National Historic Landmark that should be protected and preserved for future generations to enjoy. The District is recognized as a key destination for local residents as well as visitors to the area.
- B. A successful program of historic education, interpretation, and preservation activities is critical to the economic vitality of the District. A key component of this program is the City-owned Sacramento History Museum ("Museum"), located at 101 "I" Street, Sacramento, California 95814, a critical asset for advancing interpretation of the District's history and reflecting the stories of the diverse array of people and communities who shaped that history – from the days before the gold rush to the present. .
- C. The City of Sacramento, through the Center for Sacramento History ("CSH"), serves as a steward of the City and County's archival and artifact collections and a key resource for regional historical scholarship. CSH provides many historic artifacts for Museum exhibits.
- D. SHA was established to highlight and enhance the District's reputation as a local, regional, and national historic and cultural asset by conducting inclusive, diverse and engaging interpretive, historical, and entertainment programs that contribute to the economic vitality of the District and Sacramento region.
- E. To further the mission of SHA, the City and the predecessor organization to SHA entered into City Agreement Number 2012-0977 on November 28, 2012. The City provided funding to what was then the predecessor of SHA to support the operations of the Museum and historic programs in the District. On June 18, 2018, the City agreed to an assignment where SHA assumed all rights and obligations previously handled by the Historic Old Sacramento Foundation. On June 16, 2022, the City and SHA executed City Agreement Number 2012-0977-4 through June 30, 2023. On July 7, 2023, the City and SHA executed City Agreement Number 2012-0977-5 through June 30, 2024. On July 3, 2024, the City and SHA executed City Agreement Number 2012-0977-6 through June 30, 2025, in which the City and SHA agreed to collaboratively engage in a strategic planning process.

- F. The City and SHA further executed Agreement 2021-0245 on July 1, 2021, whereby City would provide additional funding for SHA's operation of the Old Sacramento Visitors' Center located in the historic B.F. Hastings Building at 1000 2nd Street, Sacramento, CA 95814 ("Visitors' Center"). The Visitors' Center is owned by the State of California, Department of Parks and Recreation ("State") and operated by SHA through an agreement with the State.
- G. The City would like to continue its relationship with SHA to manage both the Museum and the Visitors' Center. To this end, SHA will collaborate and cooperate with the City, State, and other Old Sacramento stakeholders to develop, manage, and promote activities that provide inclusive, diverse, quality history programs for the Museum and District rooted in themes relevant to the district's significance.
- H. The City, CSH and SHA acknowledge that CSH and SHA currently operate out of facilities that are insufficient to realize a larger shared vision for historical interpretation and heritage tourism in Sacramento. The City, CSH and SHA recognize the value of co-locating history functions and creating a unified destination for public engagement, immersive experience, and deeper interpretation of Sacramento's historical significance.
- I. The City, CSH and SHA agree to enter into this Agreement to pursue a shared vision of elevating history as a core experience in Sacramento and to clarify respective roles and responsibilities during a period of transition and development.

Based on the foregoing background, the Parties agree as follows:

- 1. **Term.** The term of the Agreement shall commence on October 1, 2025 ("Commencement Date") and end June 30, 2028 ("Termination Date"), unless sooner terminated as set forth in this Agreement. The Parties may extend the term of this Agreement for up to four additional three-year terms upon the written consent of both Parties.
- 2. **Joint Collaboration.** This Agreement sets forth a framework for continued collaboration between the City, CSH and SHA as follows:
 - A. Jointly explore, plan for, and pursue development of a co-located facility capable of supporting expanded programming, exhibitions, archival functions, and heritage tourism. This effort shall be phased as follows with a timeline to be determined by the Parties:
 - a. Phase I: Planning and Vision Development
 - b. Phase II: Site Feasibility/Capital Planning
 - c. Phase III: Implementation and Transition

- B. Collaborate on funding strategies, public engagement, and advocacy in support of this vision.
- C. "Collaborate on enhancing the Museum's interpretive focus to emphasize district-based stories and themes, incorporating diverse community perspectives that connect to the district's development.
- D. The Parties shall broadly perform the following as may be defined in more detail in the Agreement:
 - a. Sacramento History Alliance (SHA)
 - i. Operate the Sacramento History Museum pursuant to the terms of this Agreement.
 - ii. Collaborate on efforts to enhance the museum's interpretive focus to emphasize district-based stories and themes through programming and exhibitions.
 - iii. Contribute expertise in public facing programming and community engagement for interpretive planning.
 - iv. Participate in planning and strategy development for future co-located facility.
 - v. Engage in board development and fundraising necessary to support the shared vision.
 - b. Center for Sacramento History (CSH)
 - i. Maintain stewardship of historical collections.
 - ii. Collaborate on efforts to enhance the museum's interpretive focus to emphasize district-based stories and themes through programming and exhibitions.
 - iii. Contribute curatorial and scholarly resources for interpretive planning.
 - iv. Participate in planning and strategy development for future co-located facility.
 - c. City of Sacramento, Convention & Cultural Services
 - i. Provide staff coordination and convening support.
 - ii. Lead interagency and public/private discussions to support capital vision.
 - iii. Serve as a primary liaison to any future funding, planning or real estate efforts to support the capital vision.

3. **SHA Provided Services and Obligations.**

A. Programs and Services

The Museum shall emphasize district-based stories and themes, incorporating diverse community perspectives that connect to the district's development from the days before the gold rush to the present. In cooperation with the City, the

State, and other Old Sacramento stakeholders, SHA shall develop, coordinate, and implement a full range of inclusive, diverse and high quality educational, interpretive, historical, and entertainment programs, events, and activities, including without limitation:

- (1) Regular tours, underground tours, programs that draw a culturally diverse local and tourist audience, youth and school programs, overall promotion of the District as a place of history, and advocacy for the integrity of the District as a National Historic Landmark.
- (2) On-line and in-person programs and events that collaborate with, and represent, culturally diverse communities.
- (3) SHA may develop items for sponsorship, publication, purchase, distribution, sale, or other purposes consistent with this Agreement, and SHA shall retain the proceeds from such items. Such items may include publications, maps, literature, illustrative materials, plans, designs, exhibits, media, and other educational and interpretive materials and services that increase visitor understanding and appreciation of the District. If such items originate from the Center for Sacramento History ("CSH") they are subject to written approval by CSH, and such items must comply with the CSH's terms and conditions for use of historic material, including without limitation applicable licensing and citation requirements.

B. Operation of the Museum

- (1) Definitions.
 - a. "Artifact" or "artifacts" shall mean a man-made object of cultural or historical significance, including, but not limited to, a tool, clothing, pottery, jewelry, figurine, artwork, etc. Should any question arise as to whether an object qualifies as an "artifact," the final decision shall rest with the City Historian, who may consult with other expert(s) in a given field or area of expertise as it relates to the artifact.
 - b. "Maintenance" shall mean all routine maintenance and day-to-day maintenance, including but not limited to periodic maintenance, preventive maintenance, upkeep, repair, upgrades, replacement, refurbishment, and remodeling.
 - c. "Museum Facilities" shall mean all facilities, structures, buildings, exhibits, equipment, fixtures, appliances, systems, grounds, walkways, and landscaping, including decorative fencing.

- (2) Except for costs paid by City pursuant to Sections 6(A) and (D), SHA shall pay all Museum operating costs at its sole expense, including insurance as described in Section 13, materials and supplies, equipment, staffing, and fixtures necessary for the programming, exhibits, maintenance, and operation of the Museum.
- (3) SHA shall be responsible for management of the Museum including, but not limited to, hiring and supervising of Museum paid staff, supervising volunteer staff, development and operation of Museum programs, operation of the Museum store, marketing, financial planning and fund raising.
- (4) SHA shall designate a position responsible for the daily operations of the Museum, and SHA shall notify the City of the name and contact information for this employee.
- (5) Except as expressly provided in Section 6(A), SHA shall, at its sole cost and expense, be responsible for all maintenance of the Museum Facilities, to the reasonable satisfaction of the City, including but not limited to, exhibit components, janitorial, exhibit and common area lighting, carpeting, floors, walls, ceilings, window coverings, furnishings, door hardware, plumbing to the main line and fixtures, landscaping, including decorative fencing, interior painting, signage, computer use, and security services for the Museum to meet museum quality standards as approved by the Director of the City's Convention and Cultural Services Department ("C&CS Director") in consultation with the City Historian.

In the event that SHA fails to fulfill any of its Maintenance obligations hereunder after written notice from City specifying the Maintenance items to be fixed and the time period in which those items must be fixed, City shall have the option, but is not obligated, to perform the Maintenance obligation at the sole cost and expense of SHA. Should the City be required to undertake such repairs, it may withhold or deduct amounts it would otherwise pay as operational support to SHA under Section 6(D).

- (6) SHA shall, at its sole cost and expense, except as stated in Section 6(A), keep and maintain the entire Museum Facilities, including improvements and landscaping, in a safe, clean, sanitary, orderly, and attractive condition. Landscaping and the building exterior shall be in keeping with the environmental setting of the Museum's location in the District. City and SHA shall conduct a joint inspection of the Museum Facilities on an annual basis. Following the annual inspection, City shall provide to SHA a letter specifying any maintenance deficiencies revealed by the joint

inspection and SHA shall remedy specified deficiencies within a reasonable time after receipt of the City's letter but no later than 60 days.

- (7) SHA may utilize the services of relevant City departments, such as the Departments of Convention and Cultural Services, Utilities, and Public Works, for maintenance or improvements to the Museum Facilities upon payment by SHA of City's charges for such work; provided however, that any City department may decline to perform services based on workload or other considerations, in City's sole determination. Should the City be unable to provide the services or otherwise decline to provide the services, it shall not relieve SHA of its maintenance and improvement obligations of the Museum Facilities as required by this Agreement.
- (8) SHA shall provide storage for its exhibits and all other storage needs related to its Museum operations, excluding City collections.
- (9) SHA shall maintain the general admission fees and operational hours for the Museum to be open to the public for a minimum of thirty (30) hours per week, unless a legal holiday falls within the scheduled 30 hours per week or in case of necessary repairs, a pandemic, or other catastrophic emergency. The Museum may also be used for facility rentals for fundraising purposes.
- (10) In operating the Museum, SHA shall adhere to the best practices as recommended by the American Association for State and Local History's (AASLH) Statement of Standards and Ethics, revised 2018, or as otherwise amended.
- (11) SHA shall adopt a social media policy in consultation with CSH and in alignment with best practices as expressed by the American Alliance of Museums and AASLH.
- (12) SHA is a non-collecting institution and shall refer all offers of artifact donations to the CSH.
- (13) SHA shall develop exhibitions and programs pursuant to the terms and conditions described in Section 10.

C. Operation of the Old Sacramento Visitors' Center ("Visitors' Center").

Pursuant to an Operating Agreement with the State of California, Department of Parks and Recreation ("State"), SHA is currently operating the Visitors' Center located in the State Parks-owned historic B.F. Hastings Building, 1000 2nd Street, Sacramento, CA 95814. Pursuant to the agreement with the State, SHA will

continue to operate, manage, and maintain the Visitors' Center. SHA will increase accessibility to, and promote interest in, the Old Sacramento Historic District by providing the following services:

- (1) Provide public access to the Visitors' Center and provide information, including activities, events, and resources within the District, for visitors.
- (2) Use the Visitors' Center to promote, and sell tickets to, District activities and events.
- (3) Promote activities that activate the visitor experience in the Visitors' Center and throughout the District.

Consistent with the requirements specified in Section 10 of the Operating Agreement between SHA and the State, as amended, for the Visitors' Center premises, SHA shall be responsible to the City for the following:

- (1) Providing copies of all annual operating reports and revenue and expenditure reports that SHA submits to the State.
- (2) Providing copies of all requests from SHA to the State for alteration of the Visitors' Center premises at 1000 2nd Street for the City's comment and recommendations.
- (3) SHA shall designate an employee who is responsible for the daily operations of the Visitors' Center, and SHA shall notify the City of the name and contact information for this employee.

D. Non-profit Status

SHA is a 501(c)(3) public benefit corporation and shall maintain its nonprofit status throughout the term of this Agreement. Failure to keep its status in good standing with all regulatory agencies or otherwise allowing the nonprofit status to become delinquent, suspended, or revoked may result in the immediate suspension of this Agreement, termination of this Agreement with thirty (30) days' notice to SHA, or both, at the City's sole discretion.

E. Facilities, Supplies, and Equipment

SHA shall provide all facilities, supplies, and equipment necessary for the operations of SHA under this Agreement except for those items expressly provided by the City as listed in Section 6(A).

F. Other Services and Contracts

- (1) SHA shall advise the City on issues relevant to the District as needed and as requested by City.
- (2) SHA shall perform and deliver other services, programs, or items as stipulated in writing between SHA and the C&CS Director.
- (3) SHA shall use the Museum and CSH only for the purposes established in this Agreement, and for no other purpose without the prior written consent of City.
- (4) Other than the operating agreement with the State for the Visitors' Center, SHA agrees that it will not enter into any contracts, partnerships, or relationships with any other agency or organization that would, in the sole discretion of the City, reasonably conflict with SHA's obligations to the City as outlined in this Agreement.
- (5) City of Sacramento agrees that it will not enter into any contracts, partnerships, or relationships with any other agency or organization that would, in the reasonable discretion of SHA, conflict with SHA's operations as outlined in this Agreement.

G. Support of the Center for Sacramento History

To support the City's CSH, SHA agrees to:

- (1) Advocate on behalf of the CSH, including, but not limited to, its programs, services, facilities, and collections.
- (2) At the City's request, and at no additional cost to the City, including but not limited to, costs for operational support, administration, or indirect costs, SHA may act as Fiscal Sponsor for donations requiring nonprofit receipt. Gifts, grants, or fundraising efforts that require a nonprofit fiscal sponsor will be evaluated to determine any costs to SHA to administer and will be approved by the SHA board. Should SHA receive payment or reimbursement for administrative costs incurred as a Fiscal Sponsor from another organization, individual, or agency, such costs shall not be reimbursable or required to be paid by the City from the funds provided in Section 6.
- (3) Separately account for all revenues and expenses generated from and for the CSH and its activities, including revenues from grants, fundraising efforts, gifts, and donations. All revenues generated from and for the CSH would be invested into the CSH and its programs.

- (4) With respect to the reporting requirements outlined in Section 5, SHA shall separately account for and identify all CSH items.
4. **SHA Board of Directors.** SHA agrees that the number of members, term of office, and method of filling vacancies for its Board of Directors (“SHA Board”) shall be consistent with SHA’s bylaws. The SHA Board shall include the City’s C&CS Director, or their representative, as an ex-officio member. The SHA Board shall also include the City Council’s District representative, or their representative, as appointed by City Council.
5. **SHA Reporting Requirements.** SHA shall provide the following reports to the C&CS Director according to the schedule below:
 - A. Performance Reports.
 - (1) SHA shall be responsible for collecting and reporting, upon request from City, measures related to financial health and performance, board composition and engagement, and programs and activities (including program participation, audience reach, museum attendance and diversity).
 - (2) SHA shall provide quarterly Performance Reports, with a brief narrative of activities and projects, to the City by the end of the month following the end of each fiscal quarter (e.g. October 31, January 31, April 30, July 31). Should the last day that a Performance Report is due fall on a weekend or holiday, the Performance Report shall be due no later than the next business day after the weekend or holiday.
 - B. Maintenance and Inspection of Records.
 - (1) Financial Records and Accounts. SHA shall, at all times during the term of this Agreement, including any extensions, and for a period of three years thereafter, keep true, accurate, and complete financial records and accounts of all SHA operations and such other financial or business records as may be reasonably required by the City Manager or designee, including without limitation detailed records of expenditures made with the Annual Funding provided by City. The City Manager or designee shall have the right at all times to examine and audit said records and accounts upon reasonable advance notice from the City.
 - (2) Point of Sale System. SHA shall use a point of sale system acceptable to the City Manager or designee, through which SHA shall record all gross sales from the operation of admissions, food and beverage, and gift shop. The equipment shall be non-resettable, shall supply an accurate recording

of all sales on tape and a receipt for each transaction, and shall have a customer display which is visible to the public.

- (3) Operating Annual Budget. SHA shall provide to the City a proposed operating annual budget by September 1st of each year for the current fiscal year.
- (4) Monthly Reports. SHA shall provide to the City written monthly reports indicating expenses and revenues against budget submitted by the 20th day of each month for the preceding month.
- (5) Annual Financial Statements. SHA shall prepare, or cause to be prepared, annual 990 tax statements by a Certified Public Accountant which shall be provided to City within the permitted extension period after the close of SHA's fiscal year. Should SHA's annual budget exceed \$2 million, SHA shall be required to provide an audited financial tax statement by a Certified Public Accountant. An audited financial tax statement shall be provided to the City within seven months after the close of SHA's fiscal year.
- (6) Business or Capital Improvements Plans. SHA shall provide a copy to the City of any business or capital improvement plans proposed by SHA.
- (7) Other Periodic Reports. SHA shall provide the City with other periodic management reports as may be requested by the City.

6. City Provided Services and Funding.

A. Facilities

- (1) The City shall provide SHA use of the Museum Facilities and improvements thereon. However, City shall have the right to enter the Museum at any time with notice to SHA.
- (2) The City shall be required to maintain and replace at its sole cost and expense, the following:
 - a. Roof and supporting systems
 - b. HVAC system
 - c. Elevator system
 - d. Fire systems
 - e. Electrical systems
 - f. Main plumbing line from the interior cleanout to the sewer
 - g. Garage door, freight doors, and all access doors and windows
 - h. Exterior lighting

- (3) SHA shall notify City in writing if any of the foregoing major systems need repair. Notwithstanding the foregoing City replacement and maintenance obligations, if the need for such replacement or maintenance is caused in whole or in part by the neglect, fault, or omission of SHA, its agents, employees or invitees, or by a breaking and entering or vandalism, SHA shall pay to City the cost of such replacement and maintenance. Furthermore, City shall have no obligation to replace or maintain until a reasonable time after the receipt by City of written notice from SHA of the need for replacement or maintenance. There shall be no liability to City by reason of any injury to or interference with SHA's business arising from the making of any replacements or maintenance service to any portion of the Museum Facilities.
- (4) In the event that SHA and City agree that the cost of maintaining or repairing any item for which the City has replacement authority has become excessive, City shall provide a replacement. For purposes of this paragraph, "replacement" may, in appropriate instances, include repair at the expense of the City. Factors to be considered in determining whether the cost of maintaining or repairing any item has become excessive shall include repair costs, energy savings, down-time, parts availability, life cycle and cost/benefit analysis.

B. Curatorial Services

- (1) The CSH will provide curatorial input and assist in the facilitation of the exhibition development process (if time and staffing allows) pursuant to the adoption of a shared exhibition calendar as described in Section 10.
- (2) The CSH shall maintain temperature and relative humidity data and procure, maintain and monitor equipment necessary to fulfill this obligation.
- (3) The CSH shall clean and maintain exhibition and display areas at the Museum, excluding those that were created or added by SHA. This will be completed on a consistent schedule no less frequently than a quarterly basis.
- (4) The CSH shall provide archival access and reference support beyond the regular scope of CSH services at the discretion and availability of Archival staff.
- (5) The CSH shall provide or recommend training in artifact handling and orientations to archival research access.

C. Program Services

- (1) The CSH will help shape interpretive program planning and prototyping as described in Section 10.
- (2) The CSH may, but is not required to, provide City staff to assist SHA's operations on a temporary basis. SHA shall submit requests for temporary City staff support to the City Historian at least ten (10) business days in advance. The City Historian shall have complete discretion in determining whether to provide City staff support to SHA for programs, events and activities.

D. Funding

- (1) The City shall provide an amount not-to-exceed \$187,000 per City fiscal year (July 1st through June 30th) to SHA to perform the services described as follows:

Visitors' Center. The City shall provide \$37,000 per City fiscal year to SHA for its operation of the Visitors' Center as described in Section 3(C). The City shall disburse funds to SHA in a lump sum payment by August 1st of each year. SHA shall not use City funding for the purpose of making payments for lease or rental obligations to the State for the Visitors' Center premises. If SHA ceases to operate the Visitors' Center, the City may terminate this portion of funding, in City's sole discretion.

Additional Services. Funding for additional services in an amount not to exceed \$150,000 per year may be provided, in City's sole discretion, upon written approval of the C&CS Director. The granting of any additional funds is conditioned upon the C&CS Director's prior written approval of the projects, programs, and activities for which the funds will be expended. Additional funds disbursed to SHA must be used for the express purposes and within the timelines approved by the C&CS Director.

- (a) *Budget Reduction.* The maximum funding paid to SHA per fiscal year under this Section 6(D)(1) may, at the sole discretion of the C&CS Director, be reduced by the same percentage reduction imposed on the City History Division's general fund budget for the same fiscal year.
- (2) In addition to the funding provided by City to SHA under Section 6(D)(1), the City annually contributes to Museum operations. Such contribution is determined as part of the City's respective annual budget processes. The City, in its discretion, shall make quarterly installments to SHA for funding to be used for the operations at the Museum Facilities located at

101 I Street, less any expenses incurred by the City in support of the Museum Facilities at 101 I Street. SHA shall request annual operating funds from the City during the City's annual budget process. There is no guarantee of funding express or implied by this section.

To the extent SHA uses any existing water, electric, gas, and telephone services through the City, City shall provide the estimated cost of such services to SHA. Such costs shall be deducted from the City funding pursuant to this section. All service costs shall be adjusted in June for the preceding 12 months. City shall return excess funds over the costs of such services, if any. SHA shall reimburse City for shortages, if any.

7. **Revenue.** SHA shall collect and deposit in its account all admission fees, program fees, fundraising revenue, sponsorship revenue, membership fees, gifts, donations, education program fees, and museum store sales for its own benefit and account.
8. **Ownership.** SHA shall retain ownership of all non-collection material paid for by SHA during the term of this Agreement. City shall retain ownership of material and equipment paid for by City during the term of this Agreement.
9. **Terms and Conditions Applicable to Construction of Improvements.**
 - A. SHA acknowledges that it has fully inspected the Museum and accepts the same and the improvements thereon in their existing condition and agrees that no demands for any alterations, additions, or repairs are to be made upon the City except in accordance with this Agreement.
 - B. SHA shall not make any alterations to the Museum, or any part thereof, without the prior written consent of City. SHA shall submit the design of all proposed improvements and renovations to the C&CS Director for approval in advance of any work. All submissions shall be sufficient in detail to enable the C&CS Director or Director's designee, to make an informed judgment concerning the quality of the contemplated improvements and renovations. The C&CS Director may consult with other City departments when making an informed decision about the proposed improvements and renovations. Such approval shall not be unreasonably withheld.
 - C. City's approval of plans pursuant to the foregoing is in addition to any required City permit or approval processes (i.e., building permit or encroachment permit processes). SHA shall obtain building permits for all of its improvements if applicable and shall comply with all laws and regulations applicable to such improvements including, but not limited to, building codes, fire codes, the Americans with Disabilities Act ("ADA"), CEQA, and zoning. SHA shall assume all

fees and charges levied in connection with the issuance of building permits and any other required approvals.

- D. SHA shall provide to the City an enumeration of the proposed improvements to the Museum and the equipment and fixtures to be installed, including the installed cost of improvements, fixtures, and equipment. For all equipment, SHA shall provide a detailed listing of the equipment name, model, manufacturer, and specification sheet for approval. The City retains the right to reject specific pieces of equipment or design if deemed necessary to comply with the working drawings, specifications, and environmental assessment for the Museum.
- E. All work shall be performed in a good and professional manner, shall substantially comply with any plans and specifications approved by City, and shall comply with all applicable governmental permits, laws, ordinances, and regulations.
- F. SHA shall keep the Museum, and all equipment, fixtures, and personal property located thereon, free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by SHA, its employees, agents, and contractors, and SHA shall reimburse the City for reasonable attorneys' fees and costs, including City Attorneys' fees and costs, incurred in defense of proceedings to enforce or foreclose such liens, provided SHA has received reasonable advance notice of said proceedings.
- G. Any new improvements placed by SHA on City-owned property shall become the property of the City upon termination of this Agreement, without the requirement of reimbursement to the SHA.
- H. After completion of construction of SHA's improvements, SHA shall not make, or suffer to be made, any exterior alterations of the Museum or any part thereof without the prior written consent of the City.

10. Terms and Conditions Applicable to Curatorial Work and Programs

A. Policy and Procedure Development

- (1) The City, SHA and CSH recognize the importance of producing quality interpretive programming and exhibitions for diverse audiences, of the long-term preservation and care of the CSH's archival and artifact collections, and of maintaining productive and healthy working relationships between the two parties and their staffs. To these ends, the SHA Executive Director and City Historian, or their designees, shall collaboratively develop policies and procedures that clearly define roles, expectations, and processes related to the production of exhibitions and programs and the use of artifacts from both CSH and other sources in

displays. These guidelines shall be in line with the CSH Collections Management Policy and the terms listed below and take into consideration each organization's individual strengths and capacities.

B. Exhibition & Program Planning

- (1) SHA and CSH curatorial teams shall work together to develop an exhibition calendar, with input from the SHA Programs and Exhibits Committee, to be agreed upon by both parties. Exhibition proposals shall include proposed titles, descriptions of content, gallery locations, installation and deinstallation dates, and proposed project budgets. Proposals shall be submitted a minimum of six months before proposed opening date, and be approved by the City Historian and SHA Executive Director. Any exhibitions currently in development at the time this agreement is enacted shall be considered approved and may be installed as planned.
- (2) SHA exhibition and program staff and CSH curatorial team shall participate in exhibition and supporting program planning activities, to begin no later than July 1, 2026, aimed at enhancing the Museum's interpretive focus to emphasize district-based stories and themes, incorporating diverse community perspectives that connect to the district's development.

C. Reproduction Use

- (1) The CSH shall grant SHA a non-exclusive license for reproduction and/or commercial use of printed and image collections consistent with the CSH's Collections Management Policy or any additional agreements governing the use of such collections. Requests for image reproductions will be supplied in digital format and must be received no later than 28 calendar days before the requested completion date.

D. Artifact Display

- (1) When storing or displaying artifacts from the CSH, SHA shall meet national museum standards as established by the AASLH for the care and handling of historic materials and comply with the CSH's Collections Management Policy adopted by City Resolution No. 2017-0083 or any versions approved thereafter.
- (2) At all times, SHA staff members and volunteers shall be aware of their responsibilities to preserve and protect artifacts.

- (3) Only SHA staff who have been trained in the handling of artifacts shall handle artifacts from CSH's collection in accordance with the standards established by the AASLH and procedures established by CSH.
- (4) SHA must provide for the security and safety of all artifacts and loaned materials. This includes ensuring proper environmental conditions to limit damage from natural light, interior lighting, extreme or fluctuating temperature and relative humidity, and pests, as well as ensuring proper safety precautions to protect artifacts from theft or vandalism. This also includes having established procedures for handling emergency situations.
- (5) SHA shall maintain secure storage space for the temporary storage of artifacts, which is to be separate from storage areas used for supplies or other materials.
- (6) SHA shall, in consultation with CSH curatorial staff, maintain a registration system to account for all artifacts on display or in its possession. Artifacts received from any source other than CSH shall be documented with written records describing the artifact, its accession number or loan agreement number, condition of the artifact, and estimated value. Such records shall be retained on-site at the Museum with a copy to be retained off-site.
- (7) SHA shall accept and abide by all conditions required by the terms of any loan agreement or insurance instruction that governs any artifact loaned to SHA by any non-City institution. SHA shall provide, at its sole cost and expense, Fine Arts Insurance for any non-City artifacts or collections on loan to SHA that fall outside of the coverage of SHA's commercial general liability policy.
- (8) Any mounts for and methods of display of CSH artifacts will be discussed and approved in advance by CSH Curatorial staff.
- (9) SHA staff agrees not to perform conservation treatment on artifacts. In the event of damage to an artifact, SHA will consult with CSH staff.
- (10) If any artifacts on display are determined by the City Historian or their designee to be in a deteriorating condition or in danger while on display, SHA must, upon written notice from the City Historian or designee, and in consultation with CSH curatorial staff, correct the situation to the satisfaction of City or the items shall be removed from exhibition and returned to CSH.

F. Credit

- (1) SHA shall credit CSH as a programming and exhibition partner for its work on all programs and exhibitions associated with the shared exhibition calendar and program plan. SHA will also acknowledge the source of all archival materials and artifacts by using the phrase "Courtesy of Center for Sacramento History" on all relevant and appropriate materials, such as exhibition labels.
- (2) SHA shall credit the City for its city-provided services and funding as relevant and appropriate.

11. **Taxes and Assessments.** SHA shall pay, before delinquency, all lawful taxes, assessments, fees, or charges which at any time may be levied by the State of California, County, City, or any tax or assessment levying body upon any interest in this Agreement, or any possessory right which SHA may have in or to the Museum or improvements thereon by reason of its use or otherwise, as well as all taxes, assessments, fees, licenses, and charges on goods, merchandise, fixtures, appliances, equipment owned or used by it in or about the Museum. If the County determines that this Agreement creates a possessory interest subject to property taxation, SHA shall be subject to payment of property taxes levied on the possessory interest by the County.

12. **Indemnity.**

- A. *Indemnity.* SHA shall defend, indemnify and hold harmless City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereinafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with (a) any occurrence at the Museum or CSH related to the use or occupancy of the Museum or CSH by SHA, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, (b) any and all conditions of the Museum, or (c) performance of or failure to perform this Agreement by SHA, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage

or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of SHA.

- B. *Insurance Policies.* The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 12, nor shall the limits of such insurance limit the liability of SHA hereunder. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. **Insurance.** During the term of this Agreement, and until final completion and acceptance of any work required by this Agreement, SHA shall maintain in full force and effect at its own cost and expense the following insurance coverage. By requiring the insurance herein, the City does not represent that the coverage and limits will necessarily be adequate to protect SHA. It is understood and agreed by SHA that the required insurance coverage and limits shall not be deemed as a limitation on SHA's liability under the indemnities granted to the City in this Agreement. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to City.

Insurance requirements are subject to review and revision every year to assure that policy terms, conditions and limits are maintained in accordance with current insurance industry standards for comparable premises and operations.

1. Minimum Scope & Limits of Insurance Coverage.

- (1) Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, arising out of activities performed by or on behalf of SHA, its consultants, contractors, and sub-tenants, and premises leased or used by SHA, its consultants, contractors, and sub-tenants, with limits of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include coverage for premises, operations, products and completed operations, contractual liability and liquor liability for the term of the policy. The policy shall include a fire legal liability limit of \$250,000.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of SHA.

No automobile liability insurance shall be required if SHA completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this Agreement." _____ (SHA initials)

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) All Risk Property Insurance including coverage for special perils is required for all improvements, fixtures and equipment owned by SHA. All property insurance must be for replacement value and name the City as loss payee.

SHA shall also provide property or fine arts insurance coverage for all assets of which it retains possession, controls, or displays including collections and exhibits on loan to SHA. City shall provide property or fine arts insurance coverage for all assets of which it retains ownership, including collections and exhibits. City may elect to be self-insured.

- (5) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation in favor of the City.

In the event SHA is self-insured for workers' compensation insurance, it shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, and evidence of at least \$1 million per occurrence excess Workers' Compensation insurance.

- (6) Crime Insurance to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery with limits not less than \$1,000,000 per occurrence. The policy shall endorse the City of Sacramento as loss payee. Furthermore, policy shall include or be endorsed to include Client Property Coverage.

- (7) Cyber Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

2. Additional Insured Coverage.

- (1) Commercial General Liability Insurance The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of the SHA, its consultants, contractors, and sub-tenants, including products and completed operations of SHA and premises owned, leased or used by SHA, its consultants, contractors, and sub-tenants.
- (2) Automobile Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

3. Other Insurance Provisions. The policies are to contain or be endorsed to contain the following provisions:

- (1) SHA's insurance coverage, including excess insurance, shall be primary as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of SHA's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers.
- (3) Coverage shall state that SHA'S insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.
4. Acceptability of Insurance. Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this section must be declared and approved by the City in writing prior to execution of this Agreement.
5. Verification of Coverage.
- (1) SHA shall furnish City with certificates and required endorsements evidencing the insurance required, prior to execution of the final agreement. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) SHA shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:
- City of Sacramento
c/o Exigis LLC
P.O. Box 947
Murrieta, CA 92564
- Certificate Holder must be listed as:
- City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
- Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com
- (2) The City may withdraw its offer or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Lease. Failure to provide insurance certificates and endorsements and keep such certificates and endorsements current will be considered a material breach by SHA of this Agreement.
6. Contractors. SHA shall require and verify that all contractors, subcontractors, and sub-tenants maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsections A, B, C and D above.

14. **Compliance with Laws.** SHA shall, at all times, comply with and abide by all applicable regulations, ordinances, and policies of the City of Sacramento and County of Sacramento, and all applicable laws of the State of California and the United States. Furthermore, SHA shall obtain and keep in effect all necessary permits, licenses, qualifications, and approvals required for any and all of its operations under this Agreement.
15. **Licenses, Permits, Etc.** SHA represents and warrants to the City that it has obtained all licenses, permits, City Business Operations Tax Certificates, qualifications, and approvals of whatever nature that are legally required for SHA to operate its business. SHA represents and warrants to the City that SHA shall, at its sole cost and expense, keep in effect or obtain at all times during the term of the Agreement any licenses, permits, and approvals that are legally required for SHA to operate its business.
16. **Confidentiality of City Information.** During performance of this Agreement, SHA may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. SHA agrees to protect all City Information and treat it as strictly confidential, and further agrees that SHA shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. A violation of this Section 16 shall be a material violation of this Agreement.
17. **Nondiscrimination.** SHA shall not discriminate against any person on account of their sex, race, color, religious creed, ancestry, national origin, disability, medical condition, marital status, age, gender, military or veteran status, genetic information, sexual orientation, or other protected statuses in violation of the Fair Employment and Housing Act or the Unruh Civil Rights Act. Upon a final determination by a court of competent jurisdiction that SHA has violated either of these Acts, City may, at its option, deem this Agreement void.
18. **Nondiscrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors (also referred to as the "Equal Benefits Ordinance"). A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at: <http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

By signing this Agreement, SHA acknowledges and represents that SHA has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, SHA agrees to promptly provide such documents and information as may be required by City to verify SHA's compliance. Any violation by SHA of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

19. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process (also referred to as the "Ban the Box Ordinance"). A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at: <http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, SHA acknowledges and represents that SHA has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, SHA agrees to promptly provide such documents and information as may be required by City to verify SHA's compliance. Any violation by SHA of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies. SHA agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
20. **Surrender of Property upon Agreement Termination.** Upon the expiration or termination of this Agreement, SHA shall surrender the Museum with appurtenances in the same condition as when received, reasonable wear and tear excepted, and within thirty (30) days of expiration or termination, remove, at its own expense, its own furniture, furnishings, equipment, inventory, and trade fixtures. It is agreed that City, or City's assignee, during this thirty (30) day period, shall have the first right to purchase the furniture, furnishings, equipment, and trade fixtures of SHA for the same price that SHA would be willing to sell the goods to any other person or entity. Should SHA fail to remove these items within the thirty (30) day period, it shall lose all right, title, and interest in and to the items, and City may elect to keep the same upon the demised premises or to sell, remove, or demolish them with no reimbursement to SHA.
21. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. **Notices.** All notices and orders that may be given under this Agreement shall be served by first class mail or in person to the following addresses:

To City:

Megan Van Voorhis, Director
Department of Convention and Cultural Services
915 I Street, 3rd Floor
Sacramento, California 95814
mvanvoorhis@cityofsacramento.org

To SHA:

Bob M. Ceccato, Chair, Board of Directors
Sacramento History Alliance, Inc.
101 I Street, Sacramento, California 95814
bobceccato@bankofmarin.com
Or the current Chair, Board of Directors

Either Party may modify the above-mentioned addresses by providing written notice to the other Party. Service shall be deemed complete upon deposit in the mail or upon personal delivery.

23. **Hazardous Materials.** SHA shall not use, store, release or otherwise introduce onto the Museum Facility any Hazardous Material in violation of applicable law. The term "Hazardous Material" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. SHA shall be solely responsible for the complete cost of removal and/or remediation of any Hazardous Material that is introduced or brought onto the Museum Facility by SHA, and shall defend and indemnify City, its officers, and employees from and against any claims or other liabilities associated with the presence of Hazardous Material at the Museum in accordance with the provisions of Section 12. As used in this Section 23, "SHA" shall mean and include SHA, its officers, employees or agents.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same of any other term covenant, or condition of this Lease. No waiver will be effective unless it is in writing and signed by the waiving party.
25. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject

matter of any such litigation in such courts, and consent to service of process issued by such courts.

26. **Attorneys' Fees.** Except as specified in Section 12, the Parties shall bear their own costs and attorneys' fees incurred in connection with this Agreement.
27. **Damage and Destruction.** In the event of the damage or destruction of any substantial portion of the improvements on the Museum, the City may terminate this Agreement immediately and shall have no obligation to reconstruct or repair the damaged or destroyed improvements. City shall retain the sole option to either repair, reconstruct, or terminate this Agreement irrespective of the degree of damage or destruction.
28. **Assignment.** SHA shall not assign any right or obligation pursuant to this Agreement, including sub-lease of any portion of the Museum, without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
29. **Binding on Successors.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 28.
30. **No Joint Venture.** It is understood and agreed that each Party is an independent entity and that this Agreement shall not create a relationship between City and SHA or its individual members of employer-employee, joint venture, partnership, or any other relationship of association. SHA employees shall not be entitled to any benefits payable to employees of the City. Except as expressly provided in this Agreement or as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent.
31. **Condemnation.** In the event any entity with the power of eminent domain shall take the premises, or any part thereof, actually using the power of eminent domain or negotiating under the threat of the use of the power of eminent domain, then:
 - (1) In the event of taking of the entire premises, this Agreement shall be terminated when title passes to the condemner or when possession is obtained by the condemner, whichever shall occur first.
 - (2) In the event of taking of less than the entire premises, SHA shall have the right to terminate this agreement by giving 30 day advance written notice to City.
32. **Termination.** Either Party may terminate this Agreement without cause, for any reason, upon one hundred eighty (180) days written notice to the other Party.

33. **Entire Agreement.** This Agreement, which includes all attachments and all documents that are incorporated by reference, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Lease. No alteration to the terms of this Agreement shall be valid unless approved in writing by SHA, and by City, in accordance with applicable provisions of the Sacramento City Code. The City Manager or designee is hereby authorized to enter into minor amendments to this Agreement, subject to approval as to form by the City Attorney or designee.
34. **Time of Essence.** Time is expressly declared to be in the essence of this Agreement
35. **Exhibits.** All exhibits referred to in this Agreement are hereby incorporated by reference.
36. **Authority.** The person signing this Agreement for SHA and City represents and warrants that he or she is fully authorized to sign this Agreement on behalf of his or her Party and to bind his or her Party to the performance of its obligations hereunder.
37. **Supervision or Discipline of Minors.** SHA shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this Agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, SHA shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.
38. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same agreement. Facsimiles, pdfs, and photocopies of the signature page of the Agreement have the same binding effect as originals.

(Signature Page Follows)

**CITY OF SACRAMENTO,
a municipal corporation**

By: _____

Print Name: _____

Title: _____

For: Leyne Milstein, Interim City Manager

**SACRAMENTO HISTORY ALLIANCE, INC.,
a non-profit corporation**


By: _____

Print Name: Bob Ceccato_____

Title: Chair for the Sacramento History Alliance_____

exempt_____
City Business Op. Tax Cert. No.

APPROVED AS TO FORM:


Ryan Meyerhoff (Sep 16, 2025 16:18:00 PDT)

Deputy City Attorney

ATTEST:

City Clerk

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E.Camelback Road, Suite 740 Phoenix, AZ 85016 602 395-9111	CONTACT NAME: Gary Nerger PHONE (A/C, No, Ext): 602-666-4817 FAX (A/C, No): E-MAIL ADDRESS: gary.nerger@usi.com																					
INSURED Sacramento History Alliance 101 I Street Sacramento, CA 95814	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Philadelphia Indemnity Insurance Co.</td><td>18058</td></tr> <tr> <td colspan="2">INSURER B : Sequoia Insurance Company</td><td>22985</td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Philadelphia Indemnity Insurance Co.		18058	INSURER B : Sequoia Insurance Company		22985	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2636105007	03/25/2025	03/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp. Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2636105007	03/25/2025	03/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PHUB893599	03/25/2025	03/25/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	QWC1440718	03/25/2025	03/25/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop in Transit			PHPK2636105007	03/25/2025	03/25/2026	\$100,000
A	Cyber Liability			PHSD1853886010	03/25/2025	03/25/2026	\$2,000,000/\$10k ret
A	Employee Theft			PHPK2636105007	03/25/2025	03/25/2025	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The general liability policy provides a Blanket Waiver of Subrogation in favor of the same, when required by written (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Sacramento c/o Exigis LLC PO Box 947 Murrieta, CA 92564	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

contract. The general liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. This form is subject to any/all respective policy provisions. Umbrella follows GL Form and primary policy includes \$1mm of abusive conduct and liquor liability coverage. The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Sacramento (The City), its officials, employees and volunteers, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.