



California Indian Heritage Center  
Business Plan  
*Final Report*

Submitted to California State Parks  
December 2010

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150 Chestnut St.  
San Francisco, CA 94111



California Indian Heritage Center



California State Parks





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*Executive Summary*

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California State Parks



**Final Report  
California Indian Heritage Center  
Business Plan**

**Executive Summary**

**Prepared for  
California Department of Parks and  
Recreation  
Sacramento, California**

**Submitted by  
Economics at AECOM (formerly ERA)  
December 2010**

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Every reasonable effort has been made to ensure that the data contained in this report are accurate as of the date of this study; however, factors exist that are outside the control of AECOM and that may affect the estimates and/or projections noted herein. This study is based on estimates, assumptions and other information developed by AECOM from its independent research effort, general knowledge of the industry, and information provided by and consultations with the client and the client's representatives. No responsibility is assumed for inaccuracies in reporting by the client, the client's agent and representatives, or any other data source used in preparing or presenting this study.

This report is based on information that was current as of December 2010 and AECOM has not undertaken any update of its research effort since such date.

Because future events and circumstances, many of which are not known as of the date of this study, may affect the estimates contained therein, no warranty or representation is made by AECOM that any of the projected values or results contained in this study will actually be achieved.

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This study is qualified in its entirety by, and should be considered in light of, these limitations, conditions and considerations.



## **Introduction**

The California Indian Heritage Center (CIHC) is a proposed cultural facility that will honor the past, present, and future of California Indian people and their culture. The CIHC, to be located on a 50 plus-acre site in West Sacramento, is envisioned to serve as a statewide resource for California's Indian community and will include both indoor and outdoor exhibit and programmatic components.

The California State Department of Parks and Recreation (DPR) has been engaged in planning and development efforts for the CIHC since the early 1970s with the completion of the Proposed California Indian Museum Concept Statement. In recent years, planning efforts have been accelerated significantly through a series of events and milestones. As part of this planning effort, DPR retained AECOM (formerly ERA), to develop a business plan addressing governance, approaches to fundraising, and financial feasibility. AECOM was the prime contractor for this assignment and worked with two subcontractors: Museum Management Consultants and Skystone Ryan/Ansbach Associates. As part of our analysis, the AECOM team examined the project concept, site, available markets, comparable institutions nationally, and the local competitive market in order to assess attendance and financial potential. As part of the governance and fundraising tasks, many interviews were also conducted with existing and possible stakeholders and comparable institutions.

This Executive Summary summarizes key findings of AECOM's research and analysis.

## **Concept and Site Analysis**

The concept and site are critical components in analyzing attendance potential. AECOM analyzed the strengths and challenges associated with the proposed concept and site.

### **Concept**

The CIHC will be a distinctive and honorable place where past, current, and future experiences and achievements of California Indians will be recognized, celebrated, and shared. Goals for the facility include presenting a statewide perspective on California's Indian cultural legacy, honoring the contributions of Californian Indians, providing educational opportunities, enhancing public understanding of traditional and spiritual beliefs, and enriching public life. Indoor and outdoor integration is fundamental to the CIHC. Between 30 and 35 acres of outdoor programming are planned for the East Riverfront Property, with an additional 70 acres at the Northgate site in Sacramento. Outdoor spaces including an amphimeadow (grassy amphitheater area that can be used for performances), walking trails, interpretive exhibits, demonstration areas, and outdoor indigenous art. The building area will total approximately 100,000 square feet upon completion, which includes approximately 40,000 to 50,000 square feet of exhibit and/or activity area. Indoor

areas include exhibits, classrooms, a library and archives, office space, conservation and storage area, a theater, and a museum store.

The development of the CIHC is expected to take place over the next 15 to 25 years in four phases, with a capital investment of approximately \$150 million at build-out. The existing program at the State Indian Museum will be phased out and gradually relocated to the CIHC. The four phases of development are shown in Table 1 below:

**Table 1: Preliminary CIHC Program by Phase**

<b>Component</b>	<b>Phase 1 2014-2015</b>	<b>Phase 2 2018</b>	<b>Phase 3 2020</b>	<b>Phase 4 2025</b>	<b>Total All Phases</b>
Welcome Foyer	Outdoor	1,000	0	0	<b>1,000</b>
Theater (Forum)	components	1,000	0	0	<b>1,000</b>
Exhibit Area / Content	only including: 150-300 seat	8,000	20,000	26,000	<b>54,000</b>
Office & Admin Spaces	amphimeadow, interpretive	2,000	5,000	2,500	<b>9,500</b>
Catering Kitchen	trails, pond / wetland	500	0	0	<b>500</b>
Core / Support	enhancement, demonstration	6,000	5,000	20,000	<b>31,000</b>
Retail Store	areas, traditional	1,000	0	0	<b>1,000</b>
Café	structure, outdoor	0	0	1,000	<b>1,000</b>
Library + Archives	indigenous art	0	1,000	0	<b>1,000</b>
<b>Additional Area Per Phase</b>		<b>19,500</b>	<b>31,000</b>	<b>49,500</b>	<b>n/a</b>
<b>Total Area (Cumulative Total)</b>		<b>19,500</b>	<b>50,500</b>	<b>100,000</b>	<b>100,000</b>
<b>Estimated Investment (millions)</b>	<b>\$7</b>	<b>\$32</b>	<b>\$72</b>	<b>\$38</b>	<b>\$149</b>

Source: CA Department of Parks and Recreation, AECOM.

### **Implications of Concept for Attendance Potential**

Key findings related to the proposed concept's impact on market and financial potential are as follows:

#### ***Strengths and Opportunities***

- The facility includes both indoor and outdoor exhibits and facilities, which will allow for a wide variety of programming and activities that can appeal to a variety of people.
- The CIHC will be viewed as the educational cultural facility for children to learn about California Indian history and culture and will have particular appeal for school groups.
- The overall level of investment appears to be adequate to develop high quality, interactive exhibits that will be appealing for general visitors.

- The concept of a statewide California Indian facility has the potential to serve as a meeting place and event center for the California Indian community and as a centralized place for the public to learn about many different California Indian cultures.
- The inclusion of all of California's diverse Indian cultures allows for a breadth of programming and exhibit opportunities. Assuming that exhibits are regularly changed and/or traveling exhibits are incorporated; this will assist with repeat visitation.
- The California Department of Parks and Recreation (DPR) runs a number of cultural facilities in Sacramento and can leverage marketing efforts for attracting visitors.
- Sacramento is already well-known for its cultural institutions focused on various aspects of California history. The CIHC concept fits well within this existing fabric of cultural facilities.
- The phased approach to the facility will allow for numerous "opening" events and marketing opportunities, which are likely to result in attendance surges, similar to the way expansions boost attendance at existing museums.

### **Challenges**

- The first two phases have relatively small amount of exhibit area, which could result in relatively limited general attendance. There is a well-established correlation between the amount of exhibit area and attendance in cultural facilities. The CIHC will have to develop a robust offering of programs and activities, as well as accompanying marketing efforts, in order to attract visitors.
- Specific plans for exhibits have yet to be developed, so there is some uncertainty related to the ultimate content, presentation, and nature of the exhibits.

### **Site Analysis**

The proposed location is in West Sacramento, at the confluence of the Sacramento and American Rivers (see regional map in **Figure 1**). The development is proposed to be distributed across two sites in the Sacramento region, shown in **Figure 2**.

The first and primary site is the East Riverfront property at the confluence of the Sacramento and American rivers in West Sacramento. The property includes 43 acres, bounded by the Sacramento River to the east, housing communities to the north and west and an undeveloped parcel to the south as well as 8 acres of adjacent property recently acquired by DPR. The second Northgate property, located within the City of Sacramento, along the American River and a short distance from the East Riverfront, includes approximately 100 acres that could be available to the CIHC for outdoor programs and events. The potential Northgate site is part of the Sacramento County American River Parkway Plan and is managed by the County of Sacramento. For purposes of this analysis, AECOM

Figure 1: CIHC Regional Location

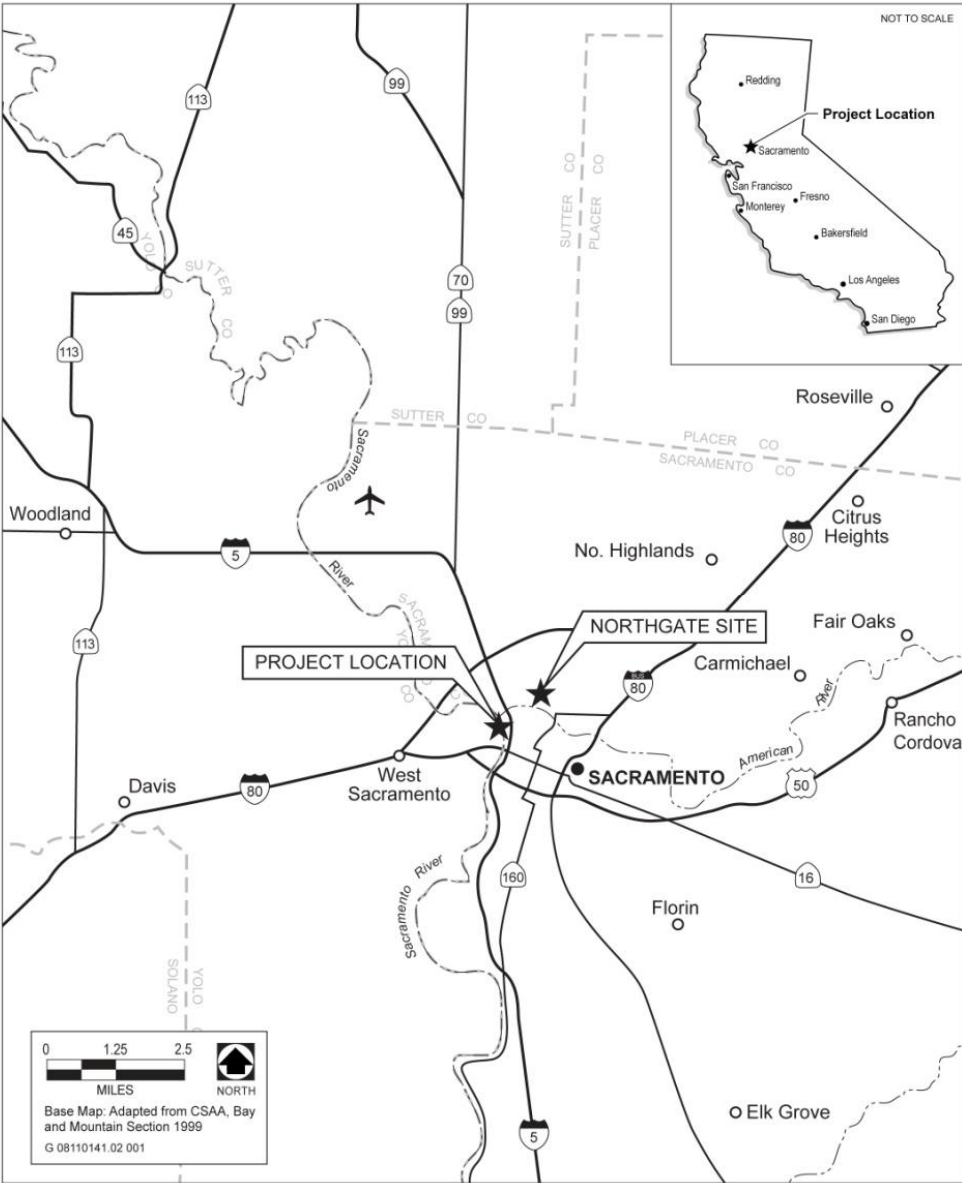




Figure 2: Map of the CIHC Site





has focused on the East Riverfront property as it will be the primary location of the CIHC visitor experience.

### **Implications of Site on Attendance Potential**

The site analysis has several implications for market and financial potential.

Strengths and opportunities related to the site area as follows:

- The location in the Sacramento region is positive as this area is central to California and is a known drive-to market for visitors from many parts of the state.
- The site has good regional access via several Interstate and State Routes including Interstate Highways 5 and 80 and California State Route 99 (i.e. Highway 99).
- The site provides expansive views and will provide a serene, park setting that will enhance the visitor experience.
- The ability to incorporate wetlands, walking trails, and other natural elements is complementary to the concept.
- The site has adequate area for future expansion.
- There is good visibility of the site from Old Sacramento. When the Sacramento Railyards are developed, there will be excellent direct views of the CIHC.
- Sacramento can maintain outdoor activities for much of the year, although shade will be important to consider for visitors during summer months.
- There is adequate space for visitor parking.
- Sacramento has a number of existing cultural institutions focused on various aspects of California life and history that already attract visitors who are interested in these topics and who may be part of the target market for the CIHC.
- Its proximity to urban environment including Old Sacramento and the location along the river makes it conducive to major destination points.
- There is already existing visitation to the State Indian Museum.

Challenges associated with the CIHC site include:

- There is no direct visibility of the site from the highway. It will be important to have adequate signage to enhance public awareness of the CIHC.
- Existing tourists to the Sacramento region do not stay in West Sacramento, and most visitor attractions are located away from the site.
- There are no other existing attractions near the site that can create a critical mass of activity for visitors, so visitation will be purpose driven.
- While there are long term plans for a bridge that would connect the site to Old Sacramento, there is currently no access to this density of restaurants, shops, and activities.

## Available Markets

The size and characteristics of the resident and tourist markets from which a cultural institution draws its attendance are important factors in determining the potential audience demand. As part of our attendance and financial analysis for the CIHC, AECOM researched and analyzed both the resident and tourist markets in the Sacramento region.

## Resident Market

Visitation to cultural institutions has a direct relationship to market proximity. For the purposes of this study, AECOM has divided the resident market for the CIHC into two sub-market segments (primary and secondary) based on distance from the project site, shown in **Figure 3** below.

**Figure 3: Resident Market for the Proposed California Indian Heritage Center**



Source: ESRI, AECOM.

## Visitor Market

Although there is some data on visitation and tourism to Sacramento, overnight visitor estimates to Sacramento are not regularly calculated. Without current and reliable numbers readily available, AECOM has calculated an estimate of overnight tourists with information from several publicly available tourism and travel data sources. Based on our methodology, we estimate that there are a total of 4.5 million overnight leisure visitors annually to Sacramento (see **Table 2**).

**Table 2: Greater Sacramento Hotel Occupancy-Based Visitor Volume Estimate**

Total Rooms Sacramento Region	16,325
Days/Year	365
Potential Room-Nights	5,959,000
Occupancy	61%
Actual Room-Nights	3,659,000
Average Party Size	2.1
Average Length of Stay	4.4
TOTAL HOTEL VISITORS	2,600,500
% Leisure Visitors	77%
TOTAL HOTEL LEISURE VISITORS	1,339,400
Visitors Staying with Friends and Relatives	3,126,000
<b>TOTAL</b>	<b>4,465,000</b>

Source: TNS TravelsAmerica- July 2008- June 2009, Smith Travel Research, ERA AECOM

## Summary and Analysis of Available Markets

Based upon the information presented in this section, AECOM carefully quantified the size of each market segment available to the California Indian Heritage Center. This analysis is summarized in **Table 3**.

A summary of implications of AECOM's overview of available markets for attendance is as follows:

- The resident market available to the CIHC is currently 2.9 million, with approximately 1.8 million within the primary market, where penetration rates are likely to be highest. The population in the secondary market is smaller with slightly over 1.1 million residents.
- The resident market is expected to grow to a market size of 33.6 million by 2025, when we expect the final phase of the CIHC to be completed.

**Table 3: Summary of Available Markets, 2009-2022**

<b>Market Segment</b>	<b>2010</b>	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>
<u>Resident</u>					
Primary Market (0-25 miles)	1,755,000	1,894,000	2,040,000	2,198,000	2,368,000
Secondary Market (25-50 miles)	1,143,000	1,231,000	1,326,000	1,429,000	1,539,000
<b>Subtotal Resident Market</b>	<b>2,898,000</b>	<b>3,125,000</b>	<b>3,366,000</b>	<b>3,627,000</b>	<b>3,907,000</b>
Overnight Leisure Visitor Market	4,510,000	4,740,000	4,982,000	5,236,000	5,503,000
<b>Total Available Markets</b>	<b>7,408,000</b>	<b>7,865,000</b>	<b>8,348,000</b>	<b>8,863,000</b>	<b>9,410,000</b>

Source: ESRI, TNS TravelsAmerica- July 2008- June 2009, Smith Travel Research, AECOM

- The population in the Sacramento region is largely comprised of families and therefore has a significant school age population, which has positive implications for attendance. Furthermore, the California Department of Parks and Recreation operates other facilities including the existing State Indian Museum that regularly work with school groups from the local region and around the state. These existing relationships will be important in attracting school groups to the CIHC.
- The resident market population has fairly modest income characteristics. Both the primary and secondary markets have household income levels slightly below the California average.
- We estimate that the overnight leisure visitor market is currently about 4.5 million. Based on conservative growth estimates of 1.5 percent annually, the total overnight visitor market will be nearly 5.3 million in 2025.
- While one survey indicated that only a small percentage (five percent) of tourists mention visiting a museum, it also indicates that a high percentage of Sacramento tourists mention sightseeing.

### **Overview of Comparable Facilities**

Based on AECOM's understanding of the programmatic scope for the proposed CIHC facility, we reviewed national comparable cultural institutions in three categories:

- Museums and cultural centers dedicated to Native American communities;
- Cultural facilities that include significant outdoor visitor components; and
- Culturally-specific institutions.

We reviewed 21 facilities nationwide, in addition to examining key visitation and operating characteristics for cultural attractions in the Sacramento region. In the section that follows, we provide a summary of key metrics, with detailed tables and case studies in the body of the report.

### **Nationally Comparable Facilities**

In order to better compare the experience of comparable museums and those in the competitive market for the California Indian Heritage Center, AECOM analyzed key factors, indicators and ratios as outlined below. A summary of key operating characteristics is shown in **Figure 4**.

#### ***Attendance***

- Attendance to Native American cultural facilities ranges widely from a few thousand at small tribal museums to over 700,000 at the national museum in Washington, D.C. Most, however, have attendance between 60,000 and 200,000.
- Attendance to the cultural venues with significant outdoor visitor areas is generally less than 200,000.
- For cultural specific museums examined, attendance ranges from 90,000 to 220,000.
- Attendance at cultural attractions in Sacramento is generally low and on average about 123,000 annually. The California State Railroad Museum, located in Old Sacramento, has the highest attendance (excluding the State Capitol building).

#### ***Size***

- The majority of Native American facilities are large, with over 100,000 gross square feet. Exhibit area is on average about 50,000 square feet.
- Indoor/outdoor attractions tally the size of their facilities differently. In total they range from four to 760 acres with varying levels of developed space. The average exhibit square footage at these facilities is 50,000.
- Most of the cultural specific museums we examined have exhibit area between 25,000 and 50,000 square feet.
- Sacramento attractions are relatively small in size. The average gross square footage for museums and historical sites in Sacramento prior to the Crocker Museum expansion was 31,000; the average exhibit square footage was 22,000.

#### ***Visitor Origin***

- Sacramento cultural attractions draw more heavily for attendance from the resident market than from the tourist market. On average 65 percent of total attendance at Sacramento attraction is from the resident market.
- Native American cultural institutions tend to rely more heavily on tourist visitation, with nearly 60 percent of total attendance from tourist markets on average.



- Indoor/outdoor attractions have differing mixes of visitor origin, although on average they attract fairly evenly from both resident and tourist markets.

### ***Ratio of Visitors to Exhibit Square Footage***

The ratio of visitors to exhibit square footage is one useful measure of how effective a museum is at reaching its available markets. Successful museums typically achieve a ratio of anywhere between 4 and 6, with a national average of 5. History museums tend to have lower ratios.

- Native American museums studied have on average just less than 5 visitors per square foot.
- Excluding outliers, the average visitors per exhibit square foot at indoor/outdoor attractions is slightly lower at 3.8 persons.
- The ratio of visitors to exhibit area for culturally specific museums ranges from 3.6 to 5.5, with an average of 4.4.
- Sacramento area attractions achieve higher ratios averaging 5.6 persons per exhibit square foot.

### ***Penetration Rates***

Market penetration measures the propensity of available market segments to visit an attraction and is generally defined as the ratio of attendees from a market to total market size.

- Excluding those in unusually small markets, the average resident penetration rate for Native American museums is 1.5 percent. Tourist penetration rates for this same group are 2 percent on average.
- Indoor/outdoor attractions achieve strong resident penetration rates, with an average of 6.8 percent. The average tourist market penetration is 3.7 percent.
- Culturally specific museums generally have resident market penetration rates between 2 and 5. Their penetration of tourist markets varies greatly, from 0.1 and 7 percent.
- For Sacramento institutions, the average penetration rate in the resident market is 2.3 percent and the average in the tourist market is 1.9 percent.

### ***Competitive Environment***

- While the Sacramento region has numerous historic cultural attractions, most are fairly modest in size and attendance. Only three cultural attractions (excluding the State Capitol) have attendance over 100,000. We believe that given the market demographics and population, there is opportunity for new cultural facilities in the region.
- The planned cultural facilities and facility expansions in Sacramento will raise the current level of museums in both quantity and quality. This should help to create more of a destination in the city for both residents and tourists.

**Table 4: Summary of Key Characteristics for Comparable Museums**

	Location	2009 Attendance	Admission Fee		
			Adult	Senior	Child
<b><u>Native American Centers</u></b>					
National Museum of the American Indian	Washington D.C.	714,000	Free	Free	Free
Heard Museum	Phoenix, AZ	200,000	\$12.00	\$11.00	\$3.00
Buffalo Bill Historical Center	Cody, WY	192,489	\$15.00	\$13.00	\$10.00
Autry National Center	Los Angeles, CA	140,000	\$9.00	\$5.00	\$3.00
Eiteljorg Museum of American Indian and Western Art	Indianapolis, IN	113,447	\$8.00	\$7.00	\$5.00
Mashantucket Pequot Museum and Research Center	Mashantucket, CT	100,000	\$15.00	\$13.00	\$10.00
Alaska Native Heritage Center	Anchorage, AK	70,000	\$24.95	\$21.15	\$16.95
Mid-America All-Indian Center Museum	Wichita, KS	60,000	\$7.00	\$5.00	\$3.00
Agua Caliente Museum	Palm Springs CA	14,000	Free	Free	Free
Barona Cultural Center and Museum	Lakeside, CA	3,944	Free	Free	Free
California Indian Museum and Cultural Center	Santa Rosa, CA	n/a	\$7.00	\$5.00	\$5.00
Indian Pueblo Cultural Center	Albuquerque, NM	100,000	\$6.00	\$5.50	\$3.00
<b><u>Indoor/Outdoor Centers</u></b>					
National Hispanic Cultural Center	Albuquerque, NM	240,000	\$3.00	\$2.00	Free
Springs Preserve <sup>1</sup>	Las Vegas, NV	202,000	\$18.95	\$17.05	10.95
High Desert Museum	Bend, OR	148,000	\$15.00	\$12.00	\$9.00
Wanuskewin Heritage Park	Saskatoon, Canada	45,000	\$8.50	\$7.50	\$4.00
Cherokee Heritage Center	Tahlequah, OK	32,000	\$8.50	\$7.50	\$5.00
<b>Native Centers Average</b>		<b>160,788</b>	<b>\$12.24</b>	<b>\$10.02</b>	<b>\$6.99</b>
<b>Native Centers Median</b>		<b>106,724</b>	<b>\$10.50</b>	<b>\$9.00</b>	<b>\$5.00</b>
<b>Indoor/Outdoor Average</b>		<b>133,400</b>	<b>\$10.79</b>	<b>\$9.21</b>	<b>\$7.24</b>
<b>Indoor/Outdoor Median</b>		<b>148,000</b>	<b>\$8.50</b>	<b>\$7.50</b>	<b>\$7.00</b>

<sup>1</sup> Discounted rates offered to residents

Source: Individual Institutions, Official Museum Directory, AECOM

**Table 5: Summary of Size Characteristics for Comparable Museums**

Location	2009 Attendance	Gross Building SF	Indoor Exhibit SF	% Exhibit to Gross SF	Attendance per Exhibit SF	Outdoor Space (Y/N)	Outdoor Space
<b><u>Native American Centers</u></b>							
Agua Caliente Museum	14,000	1,600	1,100	69%	12.7	y	Tours of nearby canyons
Alaska Native Heritage Center	70,000	26,000	6,000	23%	11.7	y	26 acres, six authentic life-sized Native dwellings
National Museum of the American Indian	714,000	250,000	145,000	58%	4.9	n	n/a
Heard Museum	200,000	130,000	48,000	37%	4.2	n	n/a
Eiteljorg Museum of American Indian and Western Art	113,447	125,000	40,000	32%	2.8	n	n/a
Autry National Center	140,000	115,000	56,000	49%	2.5	n	n/a
Barona Cultural Center and Museum	3,944	4,800	2,000	42%	2.0	n	n/a
Buffalo Bill Historical Center	192,489	300,000	119,000	40%	1.6	n	n/a
Mashantucket Pequot Museum and Research Center	100,000	308,000	85,000	28%	1.2	n	n/a
California Indian Museum and Cultural Center	n/a	23,000	2,000	9%		y	6,000 sf outdoor exhibit/garden
Mid-America All-Indian Center Museum	60,000	n/a	n/a	n/a	n/a	y	1850s outdoor Indian village
Indian Pueblo Cultural Center	100,000	n/a	n/a	n/a	n/a	n	n/a
<b><u>Indoor/Outdoor Centers</u></b>							
National Hispanic Cultural Center	240,000	170,000	11,000	6%	21.8	y	15 acres, campus with trails
Wanuskewin Heritage Park	45,000	40,000	6,000	15%	7.5	y	760 acres
Springs Preserve	202,000	1,540,000	80,000	5%	2.5	y	35 acres developed, 180 acres in total
High Desert Museum	148,000	2,640,000	110,000	4%	1.3	y	60 acres developed, 135 acres in total
Cherokee Heritage Center	32,000	n/a	n/a	n/a	n/a	y	4 acres
<b>Native Centers Average</b>	<b>160,788</b>	<b>128,340</b>	<b>50,410</b>	<b>39%</b>	<b>4.8</b>		
<b>Native Centers Median</b>	<b>106,724</b>	<b>120,000</b>	<b>44,000</b>	<b>38%</b>	<b>2.8</b>		
<b>Indoor/Outdoor Average</b>	<b>133,400</b>	<b>1,097,500</b>	<b>51,750</b>	<b>8%</b>	<b>8.3</b>		
<b>Indoor/Outdoor Median</b>	<b>148,000</b>	<b>855,000</b>	<b>45,500</b>	<b>6%</b>	<b>5.0</b>		

Source: Individual Institutions, Official Museum Directory, AECOM.

**Table 6: Summary of Penetration Rates for Comparable Museums**

	Location	2009 Attendance	Estimated Visitor		Penetration Rates	
			Resident	Tourist	Resident	Tourist
<b><u>Native American Centers</u></b>						
National Museum of the American Indian	Washington D.C.	714,000	10%	90%	1.0%	5.1%
Heard Museum	Phoenix, AZ	200,000	40%	60%	1.9%	3.8%
Buffalo Bill Historical Center	Cody, WY	192,489	10%	90%	49.0%	17.3%
Autry National Center	Los Angeles, CA	140,000	90%	10%	0.9%	0.1%
Eiteljorg Museum of American Indian and Western Art	Indianapolis, IN	113,447	50%	50%	2.5%	1.1%
Mashantucket Pequot Museum and Research Center	Mashantucket, CT	100,000	20%	80%	0.6%	0.8%
Alaska Native Heritage Center	Anchorage, AK	70,000	25%	75%	4.9%	5.3%
Mid-America All-Indian Center Museum	Wichita, KS	60,000	n/a	n/a	n/a	n/a
Agua Caliente Museum	Palm Springs CA	14,000	50%	50%	0.3%	0.2%
Barona Cultural Center and Museum	Lakeside, CA	3,944	75%	25%	0.1%	0.0%
California Indian Museum and Cultural Center	Santa Rosa, CA	n/a	n/a	n/a	n/a	n/a
Indian Pueblo Cultural Center	Albuquerque, NM	100,000	n/a	n/a	n/a	n/a
<b><u>Indoor/Outdoor Centers</u></b>						
National Hispanic Cultural Center	Albuquerque, NM	240,000	65%	35%	17.8%	n/a
Springs Preserve	Las Vegas, NV	202,000	95%	5%	9.8%	0.0%
High Desert Museum	Bend, OR	148,000	25%	75%	17.6%	13.1%
Wanuskewin Heritage Park	Saskatoon, Canada	45,000	55%	45%	9.6%	2.1%
Cherokee Heritage Center	Tahlequah, OK	32,000	20%	80%	0.8%	0.5%
<b>Native Centers Average</b>		<b>160,788</b>	<b>41%</b>	<b>59%</b>	<b>6.8%</b>	<b>3.7%</b>
<b>Native Centers Median</b>		<b>106,724</b>	<b>40%</b>	<b>60%</b>	<b>1.0%</b>	<b>1.1%</b>
<b>Indoor/Outdoor Average</b>		<b>133,400</b>	<b>52%</b>	<b>48%</b>	<b>11.1%</b>	<b>3.9%</b>
<b>Indoor/Outdoor Median</b>		<b>148,000</b>	<b>55%</b>	<b>45%</b>	<b>9.8%</b>	<b>1.3%</b>

Source: Individual Institutions, Official Museum Directory, AECOM

**Table 7: Summary of Key Characteristics for Culturally Specific Museums**

Cultural Facility		Size			Visitors to Exhibit SF	Penetration Rates	
		Attendance	Gross SF	Exhibit SF		Local	Tourist
Japanese American National Museum	Los Angeles , CA	91,000	158,000	25,000	3.6	0.6%	0.1%
Wing Luke Asian Museum	Seattle, WA	220,000	60,000	40,000	5.5	5.2%	0.7%
National Civil Rights Museum	Memphis, TN	174,490	53,590	35,000	5.0	4.0%	1.8%
Birmingham Civil Rights Institute	Birmingham, AL	110,000	58,000	29,000	3.8	1.9%	7.1%
UTSA's Institute of Texan Cultures	San Antonio, TX	200,000	65,000	50,000	4.0	4.1%	1.0%
<b>Average</b>		<b>140,915</b>	<b>78,918</b>	<b>35,800</b>	<b>4.4</b>	<b>3.2%</b>	<b>2.1%</b>
<b>Median</b>		<b>142,245</b>	<b>60,000</b>	<b>35,000</b>	<b>4.0</b>	<b>4.0%</b>	<b>1.0%</b>

Source: American Association of Museums, Individual Facilities, AECOM



**Table 8: Summary of Key Characteristics for Sacramento Museums**

Cultural Facility	2009 Attendance	Size		Visitors to Exhibit SF	Penetration Rates		Admission Fee		
		Gross SF	Exhibit SF		Local	Tourist	Adult	Senior	Child
California State Capitol Museum	469,893	n/a	n/a	n/a	6.6%	6.3%	Free	Free	Free
California State Railroad Museum	367,672	100,000	72,000	5.1	5.2%	4.9%	\$9.00	\$9.00	\$4.00
Crocker Art Museum	160,000	50,000	42,000	3.8	2.9%	1.7%	\$6.00	\$4.00	\$3.00
Sutter's Fort State Historic Park	111,829	30,000	20,000	5.6	3.1%	0.5%	\$6.00	\$6.00	\$4.00
Discovery Museum	80,000	10,400	5,400	14.8	2.0%	0.5%	\$6.00	\$5.00	\$4.00
Aerospace Museum of California	75,000	37,500	20,200	3.7	1.7%	0.6%	\$8.00	\$6.00	\$5.00
California State Military Museum	70,000	12,000	8,000	8.8	1.2%	0.8%	\$5.00	\$3.00	\$3.00
California Museum for History, Women and the Arts	62,000	32,500	25,000	2.5	1.6%	0.3%	\$8.50	\$7.00	\$6.00
Governor's Mansion State Historic Park	37,501	15,000	10,000	3.8	1.1%	0.2%	\$5.00	\$5.00	\$3.00
California State Indian Museum	31,592	5,000	5,000	6.3	0.9%	0.1%	\$3.00	\$3.00	\$2.00
Leland Stanford Mansion State Historic Park	20,066	19,000	15,000	1.3	0.6%	0.1%	\$5.00	\$5.00	\$3.00
Discovery Museum Gold Rush History Center	n/a	25,000	16,000	n/a	n/a	n/a	\$5.00	\$4.00	\$3.00
<b>Average</b>	<b>135,050</b>	<b>31,140</b>	<b>22,260</b>	<b>5.6</b>	<b>2.4%</b>	<b>1.5%</b>	<b>\$6.05</b>	<b>\$5.18</b>	<b>\$3.64</b>
<b>Median</b>	<b>75,000</b>	<b>24,500</b>	<b>17,500</b>	<b>4.5</b>	<b>1.7%</b>	<b>0.5%</b>	<b>\$6.00</b>	<b>\$5.00</b>	<b>\$3.50</b>

Source: American Association of Museums, Individual Facilities, AECOM

## Attendance Analysis and Physical Planning Parameters

The attendance potential of the proposed California Indian Heritage Center is a function of numerous factors, including:

- Resident and tourist market size and characteristics;
- Quality, scale, and content of the attraction;
- Site location;
- Competitive environment;
- Level of investment; and
- Other factors such as pricing, market spending power, market acceptance/behavioral characteristics, etc.

Market factors define the basis from which attendance potential is derived, while the scope of the attraction determines the drawing power or market penetration of the attraction. The scope and drawing power of a museum or other cultural facility is a function of numerous endogenous factors such as level of initial investment, capital reinvestment, programming, image and brand identity, as well as exogenous variables such as the competitive environment. Estimates of attendance at the proposed CIHC have been based on the known market availability factors and the estimated potential of the proposed museum to capture the markets with respect to the factors discussed above.

Due to the length of time over which the CIHC will be developed and the preliminary nature of the specific program and exhibit content for each phase, we have estimated attendance using the detailed penetration rate methodology for final build-out at the end of Phase 4 in 2025.

AECOM's projected market capture rates and attendance levels for the fully developed facility are shown below in **Table 9**. For each identified market segment, we have provided a range of likely estimates of market capture and attendance.

**Table 9: Preliminary Attendance Projection, 2025**

Market Segment	2025	Penetration Rate			Attendance		
		Low	Mid	High	Low	Mid	High
<u>Resident</u>							
Primary Market (0 - 25 miles)	2,198,000	3.5%	4.0%	4.5%	76,900	87,900	98,900
Secondary Market (25-50 miles)	1,429,000	1.5%	2.5%	2.5%	21,400	35,700	35,700
Subtotal Resident Market	3,627,000	2.7%	3.4%	3.7%	98,300	123,600	134,600
Overnight Leisure Visitor Market	5,236,000	1.5%	2.0%	2.5%	78,500	104,700	130,900
<b>Total Estimated Attendance</b>	<b>8,863,000</b>	<b>2.0%</b>	<b>2.6%</b>	<b>3.0%</b>	<b>176,800</b>	<b>228,300</b>	<b>265,500</b>

Source: ESRI, TNS TravelsAmerica- July 2008- June 2009, Smith Travel Research, AECOM

Based upon these factors, AECOM estimates that the proposed California Indian Heritage Center will attract between 177,000 and 266,000 visitors annually during a stabilized year, with a medium attendance scenario of 228,000. The resulting visitor mix is approximately 54 percent resident and 46 percent tourists (or school groups from outside the 50 mile region). It is important to note that this projection does incorporate growth in resident and tourist markets over the next 15 years.

**Table 10: CIHC Estimated Attendance by Phase**

<b>Factor</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>
Gross Area	n/a	19,500	50,500	100,000
Exhibit Area	n/a	8,000	28,000	54,000
% of Exhibit Area at Completion	n/a	15%	52%	100%
% of Completion Weighted for Outdoor Area <sup>1</sup>	10%	25%	60%	100%
<b>Estimated Attendance</b>	<b>23,000</b>	<b>58,000</b>	<b>136,000</b>	<b>228,000</b>
Ratio of Visitors to Exhibit / Program Area	n/a	7.3	4.9	4.2

<sup>1</sup> In order to consider the outdoor development, we created a weighted % of completion metric which weights the outdoor area as 10% of the total visitor content area, with the indoor area accounting for the remaining 90%.

Source: AECOM

## **Governance Plan Key Findings**

The CIHC is the result of a long-standing desire to create a place that honors the diversity and history of California Indian people. As noted in the Introduction section of this report, significant progress in the planning for this facility has been made in recent years. One of the key issues related to the CIHC's development is the governance structure for the facility. With a non-profit foundation in place, MMC, as part of the AECOM team, was tasked with evaluating the available options for the CIHC's governance structure, as well as identifying best practices in comparable organizations serving statewide Native American communities.

## **Recommendations for Governance**

Based on the findings from MMC's interviews with project stakeholders, as well as the research on comparable organizations, this section outlines MMC's recommendations for governance of the CIHC.

### ***Public/Private Partnership Model***

In 2004, the Governance Subcommittee of the CIHC Task Force reported that a partnership between California Indians and DPR could jointly represent legitimacy and authenticity and provide resources that could operate the CIHC. The question of how this partnership should be formed, however, is the

subject of the current study. As acknowledged by a number of MMC interviewees, and in MMC’s opinion, none of the existing public/private partnership models in use by DPR is an exact fit for the needs of the CIHC. MMC’s assessment of the pros and cons of the Operating Agreement and Cooperating Association models are presented below in **Figure 4**.

**Figure 4: Pros and Cons of the Operating Agreement and Cooperating Association Models**

<b>Operating Agreement</b>	
<b>Pros</b>	<b>Cons</b>
<ul style="list-style-type: none"> <li>• Non-profit has autonomy in operating the organization</li> <li>• There is flexibility in hiring staff and recruiting Board members</li> <li>• Revenue generated in park stays in park</li> </ul>	<ul style="list-style-type: none"> <li>• DPR has limited control over operations</li> <li>• DPR policy restricts DPR staff from serving on Board</li> <li>• State does not provide financial support for operations</li> <li>• Legislation is required to establish an Operating Agreement</li> </ul>
<b>Cooperating Association</b>	
<b>Pros</b>	<b>Cons</b>
<ul style="list-style-type: none"> <li>• Organization is operated as a partnership between DPR and non-profit, with DPR having ultimate authority</li> <li>• State provides a percentage of operating financial support</li> <li>• Non-profit has ability to raise additional funds from private sources</li> <li>• No legislation required to establish Cooperating Association</li> </ul>	<ul style="list-style-type: none"> <li>• DPR has ultimate authority; non-profit has limited control over operations</li> <li>• No direct lines of authority between public and private entities; cooperation relies on personal relationships</li> <li>• Organization has two different Boards</li> <li>• Staff works for two different directors (Museum Director and Foundation Director)</li> <li>• Two different employers (State and non-profit) creates potential inequities</li> <li>• Recruitment of staff for public side is made more difficult by State hiring requirements</li> </ul>

***A New Model for the CIHC***

Since the CIHC will be a new State Park unit, DPR and the CIHC Foundation have the opportunity to form a unique public/private partnership that incorporates best practices from existing models, eliminates elements that have been problematic for other institutions, and serves the needs of the CIHC. To ensure an integrated and effective partnership between the two parties, MMC recommends the creation of a governance and operating model in which a united staff reports to one Chief Executive Officer (CEO), who reports to a single Board of Directors. Since the CIHC Foundation Bylaws and a Board of Directors have already been established, the new governance model

proposed by MMC will require modifications to both. Enabling legislation will also be required to formalize the structure.

MMC recommends that the current CIHC Foundation Board of Directors be expanded to no more than 25 members (current Bylaws allow a maximum of 15). As previously agreed upon by the CIHC Task Force, this should be a —blended, public/private Board that reflects the core constituents of the CIHC: California Indian tribes, DPR, and other community representatives or stakeholders.

Regardless of constituent group, each Board member should be personally committed to driving the development of the CIHC and to ensuring the long-term sustainability of the organization.

Board committees can be formed to serve particular needs of the CIHC. Committees should be chaired by Board members but when appropriate, made open to participation by outsiders, as well. This is an effective way to bring additional perspectives and skills to the work of the Board. In addition, it creates opportunities to cultivate future Board members and to keep past Board members engaged with the organization.

### **CIHC Staff Structure**

As explained above, MMC recommends that the CIHC, like the California Science Center, be led by a single CEO. The contractual agreement between DPR and the CIHC Foundation should be considered carefully to ensure that State and non-profit employees will be treated equitably and that the staffing model will be as efficient as possible.

Everyone involved with planning for the CIHC agrees that hiring California Indians to work for the CIHC in key positions is a necessity. The State's civil service exam requirement and highly restrictive hiring guidelines may present a challenge to hiring candidates who are the best overall fit for the CIHC. Given these restrictions, the CIHC will want to strategically consider which positions should be employed by the State and which should be employed by the non-profit side of the organization. For example, if the CIHC hopes to employ Native Americans in positions to interpret the stories being told at the CIHC, it may want to place those positions on the non-profit side to allow for the greatest hiring flexibility.

### **Summary of Governance Recommendations**

The following summarizes MMC's governance recommendations:

- Establish a governance model in which the CIHC is led by one CEO who reports to a single Board of Directors.
- Research and define the CEO's oversight role of both State and non-profit employees.



- Expand the current Board of Directors to no more than 25 members, with at least 51% representing California Indian people, no more than 20% representing State government, and the remainder representing community representatives/other stakeholders.
- Populate the Board with individuals who are passionate about the CIHC mission, can serve as advocates for the organization, and have the financial capacity to support the CIHC through personal donations and/or fundraising.
- Set terms of office for Board service at a maximum of two, three-year terms.
- Create Board committees to serve particular needs of the CIHC; utilize Board committees to invite outside voices and expertise.
- Form a Cultural Committee to involve broad tribal representation and to ensure cultural authenticity.
- Establish a staff structure that promotes equality and includes flexible hiring practices
- Prioritize the hiring of California Indians in key staff roles.
- Conduct research on legislative and regulatory requirements to implement the proposed governance and staffing structures.

## **Financial Analysis**

This section presents a summary level financial analysis for the proposed California Indian Heritage Center (CIHC), analyzing estimated earned income and operating expenses and identifying the amount of contributed income that will need to be raised on an annual basis. A detailed write-up describing specific assumptions for all revenue and cost categories can be found in the main report.

It is important to note that the purpose of this operating analysis is for planning, and the level of precision in estimates of revenue and operating costs reflects this objective. The estimates are meant to serve as a guide for overall fundraising and development efforts based upon the preliminary concept as it stands today. It is likely that both the concept and conditions may shift over the next several years prior to opening, both of which will affect earned income and operating budget.

Furthermore, the way in which museums operate, market themselves, and create meaningful visitor experiences is likely to change in the next 20 years, when this project will be at final build out. As such, we have limited our analysis to the first two phases of development. Our analysis is based primarily on industry standards and benchmarks adjusted for local conditions and specific operating characteristics of the proposed museum. It is primarily driven by projected attendance, facility size, amount of exhibit area, and reasonable per capita expenditures given the performance of similar institutions.

The estimates in this section are provided by category, but it should be noted that the intent is to set broad parameters and general categories that can be used for planning. The actual allocation of expenditures will be highly influenced by the CIHC management and Board leadership priorities, as well as specific programmatic and operational opportunities.

All projections are shown in constant 2011 dollars. We have focused our analysis on the first two phases of development given the long term time frame projected for the final completion of this project.

Finally, Phase 1 includes a hybrid of State Indian Museum operations and CIHC operations. It is expected that during this period, the State Indian Museum will start to transition its programming and operations to the CIHC so that by Phase 2, it will be fully integrated.

A summary of AECOM's financial analysis is shown in **Table 11**. As indicated, we estimate that during Phase 1, the CIHC (including State Indian Museum partial operations) will generate earned revenue of \$115,000, with operating costs of \$265,000. After a State DPR allocation of \$131,000, there will be approximately \$20,000 required in private contributed income through fundraising events, private donations, corporate sponsorships, or foundation grants. The earned income ratio for Phase 1 is estimated to be 43 percent.

In Phase 2, the CIHC is estimated to generate earned income of \$454,000, with operating costs of \$788,000 (earned income ratio of 56 percent). After \$120,000 in projected funding from State DPR, there will be approximately \$229,000 required in private contributions on an annual basis. This amount is reasonable given typical fundraising efforts in the industry.

## **Key Findings from Fundraising Assessment**

As described in previous sections, the total cost of the CIHC at build-out is expected to be close to \$150 million, divided into four phases. In order to assess the feasibility of raising these funds, Ansbach and Associates, a member of the AECOM team, conducted research in two phases. The findings of their second phase of work are included here, while more detailed findings and summaries of interviews are included in Appendices 2 and 3 and the main body of the report. It should be noted that the Fundraising Assessment has made specific recommendations with respect to Board structure, which primarily relate to the capital campaign efforts. The MMC governance structure recommendations are broader and were designed with the ongoing operations of the CIHC in mind rather than the capital campaign effort.

## **Case Statement**

The CIHC project will be built in phases. DPR is planning to proceed with Phases 1 and 2 at the

**Table 11: CIHC Preliminary Operating Budget – Phase 1 and 2**  
In constant 2011 dollars

<b>Key Assumptions</b>	<b>Phase 1</b>	<b>Phase 2</b>
Attendance	23,000	58,000
% of Attendance at Build Out	10%	25%
Gross Square Feet	n/a	19,500
Exhibit SF	n/a	8,000
Admission Price	\$3	\$5
Average Membership Price	\$50	\$60
Retail Per Cap	\$2.00	\$3.00
Food & Beverage Per Cap	\$0	\$0
<b>Earned Revenues</b>		
Admissions Revenue	\$41,000	\$145,000
Gross Retail Sales	\$46,000	\$174,000
Minus Cost of Goods Sold	<u>(\$23,000)</u>	<u>(\$87,000)</u>
Net Retail Sales	\$23,000	\$87,000
Food & Beverage Sales	n/a	n/a
Minus Cost of Goods Sold	n/a	n/a
Net Food & Beverage Sales	n/a	n/a
Program / Workshops / Upcharges	\$12,000	\$93,000
Facility Rentals	\$4,000	\$10,000
Membership	\$35,000	\$104,000
<b>Total Earned Income</b>	<b>\$115,000</b>	<b>\$439,000</b>
<b>Operating Expenses</b>		
Payroll Costs	\$150,000	\$400,000
Administrative / Overhead	\$10,000	\$24,000
Supplies and Services	\$5,000	\$32,000
Utilities	\$10,000	\$48,000
Building Maintenance & Janitorial	\$20,000	\$39,000
Education & Interpretation	\$20,000	\$100,000
Marketing	\$20,000	\$45,000
Public Safety	\$30,000	\$100,000
<b>Total Operating Expenses</b>	<b>\$265,000</b>	<b>\$788,000</b>
<b>Gap Requiring Contributed Income</b>	<b>\$150,000</b>	<b>\$349,000</b>
Parks Allocation District Funding	\$131,000	\$120,000
<b>Remaining Amount Requiring Private Funding<sup>1</sup></b>	<b>\$19,000</b>	<b>\$229,000</b>
<b>Key Metrics</b>		
Operating Cost per Gross SF	n/a	\$40
% Labor Cost	57%	51%
Earned Income Ratio	43%	56%
Estimated FTE	3	7

<sup>1</sup> Private funding includes contributed income from individuals, foundations, and corporations through grants, special fundraising events, sponsorships, etc.

conclusion and adoption of the General Plan and acquisition of the land necessary to proceed with the project. DPR currently has acquired 8 acres of property contiguous to an additional 43 acres for which DPR has an agreement with the City of West Sacramento for the development of the project. Phases 1 and 2 consist of outdoor improvements including walking paths, amphi-meadow (including amphitheater) and ceremonial grounds, plus a core display facility large enough to exhibit the majority of Tribal Treasures (collections) currently under the care of DPR.

These phases will also facilitate periodic special and visiting exhibits and collections from local tribes and other museums. The cost of the core facility must be kept between \$25 million and \$35 million or lower, including the cost of the outdoor improvements. DPR and the CIHC Foundation will seek donations to augment public bond funding for these two phases. Phases Three and Four will add major additions to the physical plant, and will complete the vision created for the CIHC over years of discussion and planning with tribal representatives. As events and programs take place at the CIHC and as visitors arrive to enjoy the displays, the partnerships with California Indian people can determine the value of expanding the facility and the feasibility of funding these phases in the future.

During Phases 1 and 2, the project will expand existing programs and opportunities to provide advisory support to local tribal museums as requested. The purpose of these programs is to facilitate outreach to tribal museums, and to help them through the auspices of the CIHC to achieve their full potential for exhibit development and museum management, and increased attendance and interest.

The result of Phases 1 and 2 will be an expanded presence, from the existing State Indian Museum now located on the ground of Sutter's Fort State Historic Park. The completion of these phases of the project will be an important step towards demonstrating the commitment of DPR to California Indian People to provide for a major presence in the Capital City of Sacramento which celebrate and honors California Indians. This approach makes the project far more likely to get started soon and addresses the major issues that have impeded its progress.

## **Recommendations**

### ***CIHC Leadership Team(s)***

While the goal of DPR and the CIHC Foundation is to identify one volunteer team that can help move the CIHC project forward effectively through a funding drive, it became apparent in this research that perhaps up to four committees are needed for that purpose, or a single group possessing all four key types of influence and expertise.

While some of the skills required in the funding phase of the CIHC project are represented on the current board, some are not. That is normal in these types of projects. The current Board should celebrate having completed the overall vision and fundamental plan for the CIHC and allow those

members who are not involved in the next phase to enjoy a diminished requirement for attending meetings. They all, however, should be kept informed of progress and brought together at minimum for the required annual meeting.

At this juncture, it is important to use the applicable skills of the current Board and to reach outside the Board to recruit the additional talents and connections needed. Those new recruits need not be brought in as board members but rather as members of temporary committees empowered by the Board to carry out specific tasks. It is also a way for the organization and the new recruits to evaluate each other. Many people prefer not to serve on boards but are willing to serve on short-term committees. Such committees are good tools for not only completing the short-term tasks but also for identifying potential board members for future recruitment.

The following committees are recommended for moving the CIHC project through its funding phases:

- The CIHC Phases 1 & 2 Funding Committee - The first two phases of the CIHC construction project are to be done with state funding and/or funds available to the state, as well as private funds through grants or business investments. A committee with strong political connections and experience is needed to help the Project Team move the state process ahead in that regard. The recommended size is 10-15 members. The criteria for membership can include: state level political experience (such as lobbyists, executive staffers, consultants, and former elected officials), major donors to either main political party, corporate leaders, leaders of related statewide organizations (such as Indian Gaming) and others of similar value.
- The CIHC Phases 3 & 4 Funding Committee - The third and fourth phases of the CIHC funding project are to be done primarily with private funds that must come mainly from and through the tribes, as well as their various business partners and vendors. It is likely such funding will only come after a few years of the CIHC operating in its start-up facilities and demonstrating its value. Therefore, the committee to manage this part of the funding drive will not form until it is needed. The recommended size is 15-20 members, or more if needed. The criteria for membership can include: representation of and/or access to the leadership of the top ten casino tribes in the state, tribal lobbyists, major casino vendors, and tribal business representatives.
- The CIHC Public/Private Partnership Committee - The phase of the CIHC project that can be done concurrently with Phases 1 or 2 is the commercial development of part of the CIHC site through public/private partnerships focused at least initially on hotel and conference center construction and operation. That aspect of the project can have a potentially significant impact on the long-term funding for the operation of the CIHC and the funding of Phase 2 construction. Recommended size is 6-10 members. The criteria for membership on this

committee includes experience in public/private partnerships, business management, real estate development and investment, hotel and conference center development, construction and management, and related skills.

- The CIHC Project Steering Committee - Lastly, there needs to be one small committee that takes responsibility for forming and managing the work of the others. That committee can be the executive committee of the Board, a representative of DPR and one member from any of the committees that are operating at any given time. Recommended size is 5-6. In addition to the Steering Committee, there should be a designated support staff person to manage the day-to-day logistics of the funding and partnership development activities.

Several names for the CIHC funding committee were suggested during the Phase 1 research interviews, as well as the interviews for this phase of the research project. In addition to the specific names, the interviewees suggested communicating with the tribal leaders from the top ten gaming tribes in the state, with a particular emphasis on those in Northern California closest to the project to have the tribal leader or his/her assign serve on the committee. The names of those tribes are included in Appendix B. That group of tribes can then identify others, such as major vendors, they wish to recruit to assist, as well. This is particularly applicable in Phase 2 of the funding drive. In the Phase 1 political stage, tribal lobbyists are of particular value since they know the political system and know key funders.

### ***Positioning Project for Success***

It is recommended that the positioning of this project be done in phases tied to the steps outlined above to securing funding. In Phase 1 and 2, the focus will be on getting state funds and private foundation grants to build the core facility and develop the outdoor spaces. The basic position is that the state wants to move the State Indian Museum from its current site and fulfill a commitment to California Indian People that a new facility would be developed that would be fitting for the story of California Indians to be told in the capital city. Many individuals and tribes have been involved in the planning for the CIHC for many years with DPR. Funding for Phases 1 and 2 of the project can come from bond funds, as well as funding remaining from earlier appropriations to the project. Property acquisition was already completed at the end of 2010 for 8 acres of land in West Sacramento as a starting point for the project. Any other required funds may need to come from private grants. This part of the overall project relies on having the effective political support committee described above to help DPR get these requests for funds through the Legislative and related state processes.

To build Phases 3 and 4 of the CIHC the positioning for the project should focus on the final realization of the diverse tribal vision for the CIHC to be made possible with the support of the tribes,



their vendors, business partners and other friends of the project. That committee is described in the previous section.

In addition, there should be a working committee to develop the public/private partnership that would evaluate, plan, build and manage the proposed hotel, conference center complex nearby, and a funding mechanism should be identified to allow for the conference center to support the CIHC. A portion of the gross revenues from the development would go annually to help reduce the burden to operate the CIHC facility. Also, such a structure might provide financing opportunities to build all or part of Phase 1 or 2 of the CIHC, but that concept would need to be verified based on real numbers. Models for such a project exist in other communities. Examples include dormitory construction and management partnerships that take place on some college campuses, including California State University Sacramento.

The current CIHC Foundation Board of Directors (and prior Task Force) was selected based on each member's ability to represent the interests of one or more tribes in the state and to effectively contribute to site selection and structure of the new Center. That important task is now complete. The same team will be valuable in serving as an advisory committee during the construction of the Phases 1 and 2.

Now it is important to transition from that initial task to one of raising the necessary funds through political support and actual solicitation of contributions and investments, as well as stewarding the use of those monies to bring the project to life.

The first key element in the success of this project, both at a political/funding and private fundraising level, is having a dedicated project manager, a well-defined and managed process and a timetable that helps to ensure both steps are completed in a timely and effective manner. It is suggested that this "project manager/museum director" be a California Indian person with appropriate skills in managing a project of this nature and with professional background in museum management to augment the existing DPR staff management team.

The second key element will be communications that make the tribes and other participants feel fully informed at all times throughout the project phases. The sense of engagement will improve the likelihood of support from the tribes now, and in the future. At the same time, if the project is to succeed it cannot be diverted into individual tribal interests and issues but must remain focused on achieving its goal within the timeframe provided for a reasonable campaign. It is important to maintain this critical balance throughout the funding stage of the CIHC project. The person mentioned above will be a critically important addition to the Project Team now, and would be the person leading the outreach effort.

## **Conclusion**

Overall, it appears the CIHC project can be successful by proceeding with Phase 1 and 2 of the project now, limiting the expense of these phases to a reasonable and feasible level, and ensuring that the public/private partnership structure is in place to move forward at this time. All possible energy must be put into creating the political support needed to raise public and private funds to proceed

Tribal support in Phase 2 is more likely as tribes begin to use the facility for events and help to create effective displays, as well as see that non-Indians are visiting the Center and walking away with a greater understanding of the California Indian story.

The idea of developing a public/private partnership with one or more casino tribes to build and operate a unique 4-star hotel and conference center near the CIHC site in West Sacramento, along with other related businesses, holds considerable promise for engaging tribes even more effectively and generating significant operating income each year for the CIHC.

The emphasis must now be organizing the committee structure to proceed.



# California Indian Heritage Center Business Plan

## *Volume 1: Main Report*

Submitted to California State Parks

December 2010

# California Indian Heritage Center Business Plan *Volume 1: Main Report*

December 2010



150 Chestnut St.  
San Francisco, CA 94111



California Indian Heritage Center



California State Parks

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## General & Limiting Conditions

Every reasonable effort has been made to ensure that the data contained in this report are accurate as of the date of this study; however, factors exist that are outside the control of AECOM and that may affect the estimates and/or projections noted herein. This study is based on estimates, assumptions and other information developed by AECOM from its independent research effort, general knowledge of the industry, and information provided by and consultations with the client and the client's representatives. No responsibility is assumed for inaccuracies in reporting by the client, the client's agent and representatives, or any other data source used in preparing or presenting this study.

This report is based on information that was current as of December 2010 and AECOM has not undertaken any update of its research effort since such date.

Because future events and circumstances, many of which are not known as of the date of this study, may affect the estimates contained therein, no warranty or representation is made by AECOM that any of the projected values or results contained in this study will actually be achieved.

Possession of this study does not carry with it the right of publication thereof or to use the name of "AECOM" or "Economics Research Associates" in any manner without first obtaining the prior written consent of AECOM. No abstracting, excerpting or summarization of this study may be made without first obtaining the prior written consent of AECOM. Further, AECOM has served solely in the capacity of consultant and has not rendered any expert opinions. This report is not to be used in conjunction with any public or private offering of securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any person other than the client, nor is any third party entitled to rely upon this report, without first obtaining the prior written consent of AECOM. This study may not be used for purposes other than that for which it is prepared or for which prior written consent has first been obtained from AECOM. Any changes made to the study, or any use of the study not specifically prescribed under agreement between the parties or otherwise expressly approved by AECOM, shall be at the sole risk of the party making such changes or adopting such use.

This study is qualified in its entirety by, and should be considered in light of, these limitations, conditions and considerations.

## I. Introduction

The California Indian Heritage Center (CIHC) is a proposed cultural facility that will honor the past, present, and future of California Indian people and their culture. The CIHC, to be located on a 50 plus-acre site in West Sacramento, is envisioned to serve as a statewide resource for California's Indian community and will include both indoor and outdoor exhibit and programmatic components. The California State Department of Parks and Recreation (DPR) has been engaged in planning and development efforts for the CIHC since the early 1970s with the completion of the Proposed California Indian Museum Concept Statement. In recent years, planning efforts have been accelerated significantly through a series of events and milestones, including:

- In 2002, Senate Bill 2063 established a CIHC Task Force work in collaboration with the community.
- The Developing Vision, an interim project planning and interpretive planning guide was completed in September 2007, identifying a preferred 43-acre site in West Sacramento at the confluence of the American and Sacramento Rivers.
- The Concept Master Plan, a product of community outreach completed in March 2008, further develops the facility concept as an indoor/outdoor education center celebrating the history and contemporary life of California's native peoples.
- A Master Agreement for this site was adopted by the City of West Sacramento and DPR in June 2008.
- California State Parks is preparing a General Plan for the acquisition of the property that will become the home of the California Indian Heritage Center (CIHC).
- A new non-profit foundation, the CIHC Foundation, was recently formed to support the development of the cultural facility.

As part of this planning effort, DPR retained AECOM (formerly ERA), to develop a business plan addressing governance, approaches to fundraising, and financial feasibility. AECOM was the prime contractor for this assignment and worked with two sub consultants: Museum Management Consultants and Skystone Ryan/Ansbach Associates.

### **Scope of Work**

The scope of work for the Business Plan was divided into three major tasks: Governance Structure, Fundraising Development, and Market and Financial Feasibility.

### **Governance Structure**

Museum Management Consultants (MMC) conducted the governance component of this assignment. The objective of their assignment was to identify models for governance structure that would be

appropriate for the CIHC, assess strengths and challenges associated with each model, and develop a recommended governance structure based upon their research. As part of their assignment, MMC conducted the following specific tasks:

- Attended client meetings to understand possibilities and constraints with respect to governance models for the CIHC.
- Assessed the proposed CIHC organizational structure and all governance planning, including legal documents, completed to date.
- Interviewed 21 stakeholders including CIHC Task Force members, CIHC Core Advisors, DPR representatives, City of West Sacramento representatives, and others.
- Conducted a second phase of interviews with directors of five comparable institutions (three museums that have public / private partnerships between non-profit entities and the State of California, and two Native American cultural centers).
- Based on these findings, prepared a Final Governance Report included in Appendix A of this Final Report. A summary is also included in Section VI of this report.

### **Fund Development Plan**

An integral part of this assignment has been to assess the feasibility of raising funds as part of a capital campaign to cover the initial development cost for the CIHC. Skystone Ryan/Ansbach Associates has conducted this component of the assignment. The goal of the fundraising consultation has been to identify fundraising objectives, develop fund development donor targets, define types of fundraising methods and feasibility, and define roles and responsibilities for of the CIHC Foundation Board of Directors. Specific tasks completed as part of this assignment are as follows:

- Interviewed members of the Board of the CIHC, which represents a broad cross-section of recognized California Indian tribes, plus select non-members and DPR representatives. In many instances, these interviews were carried out jointly with the staff of Museum Management Consultants which conducted the governance report for the overall project.
- Interviewed administrative leaders from selected American Indian museums in the United States.
- Researched private foundations and Federal grants available to Indian and cultural museums.
- Researched select potential corporate partners.
- Conducted a second round of interviews as part of a Phase II scope that included key leaders in the political and Indian community, firms representing California Indian clients, and others.

- Developed recommendations for a Project Development Leadership Team which will be complementary to the current CIHC Foundation Board of Directors and work as a project development steering committee for fundraising and project advice and counsel.

The findings and conclusions from this work were conducted in two phases and are detailed in two reports, found in Appendix 2 and 3 of this Business Plan document. A summary of key findings is also contained in Section VII of this report.

### **Financial Feasibility**

As part of the Business Plan, AECOM developed attendance projections and a preliminary financial pro forma for the CIHC. As part of this work, we completed the following tasks:

- Assessed the proposed concept for the CIHC through meetings with key stakeholders and a review of all previous concept documents.
- Worked with DPR to understand the CIHC project phasing.
- Analyzed the proposed West Sacramento site for the CIHC from a market perspective and its implications for attendance potential.
- Evaluated the size and demographics of the resident and tourist markets available to the center.
- Conducted detailed benchmarking for a variety of comparable institutions in California and the United States.
- Assessed the competitive environment locally through an examination of the performance of cultural institutions in the Sacramento region.
- Estimated future attendance potential for the CIHC in each phase.
- Evaluated the physical planning parameters for the CIHC based upon likely attendance levels and visitation patterns.
- Prepared a stabilized year pro forma for the CIHC for each of its four phases, which includes earned income, operating costs, and the likely amount of contributed income required.
- Developed a hypothetical staffing structure and levels for each phase.

### **Report Outline**

This report is divided into eight sections. Immediately following this Introduction in Section II is a review of the concept and site analysis. Section III summarizes key characteristics of the resident and tourist market for the Sacramento region. A discussion of operating characteristics for comparable facilities is presented in section IV, and AECOM's attendance analysis is included in Section V. A summary of MMC's governance findings is presented in Section VI, and Section VII includes the

financial analysis. Key conclusions from the fundraising research are summarized in Section VIII. Full reports for governance and fundraising feasibility are included as part of Appendices A, B, and C.

## II. Concept and Site Analysis

The concept and site are critical components in analyzing attendance potential. In this section, AECOM presents a summary of the concept for the California Indian Heritage Center (CIHC) and an analysis of the strengths and challenges associated with the proposed site.

### Concept Overview

AECOM thoroughly reviewed the concept documents for the proposed California Indian Heritage Center. Key assumptions and elements of the CIHC relevant to our analysis are as follows:

- The CIHC will be a distinctive and honorable place where past, current, and future experiences and achievements of California Indians will be recognized, celebrated, and shared. The CIHC is to be founded on Indian values including stewardship of the land and respect for natural systems.
- Goals for the facility include presenting a statewide perspective on California's Indian cultural legacy, honoring the contributions of Californian Indians, providing educational opportunities, enhancing public understanding of traditional and spiritual beliefs, and enriching public life.
- The CIHC will foster cultural preservation and education, providing a flexible format for different events and programming.
- Indoor and outdoor integration is fundamental to the CIHC. Between 30 and 35 acres of outdoor programming are planned for the East Riverfront Property in West Sacramento, with an additional 70 acres at the Northgate site in Sacramento. Outdoor spaces including an amphimeadow (grassy amphitheater area that can be used for performances), walking trails, interpretive exhibits, demonstration areas, and outdoor indigenous art. Outdoor spaces will host gatherings of various sizes including Native games, dance circles, storytelling, and demonstrations. Pedestrian and bike trails as well as a potential boat dock are also part of the master plan for the site.
- The building area will total approximately 100,000 square feet upon completion, which includes approximately 40,000 to 50,000 square feet of exhibit and/or activity area. Indoor areas include exhibits, classrooms, a library and archives, office space, conservation and storage area, a theater, and a museum store.
- The development of the CIHC is expected to take place over the next 15 to 25 years in four phases.
- The total capital investment at build out is planned to be approximately \$150 million.
- The existing program at the State Indian Museum will be phased out and gradually relocated to the CIHC.

A preliminary plan by phase is shown in **Table 1** and described as follows:

- Phase 1 is expected to be completed by 2015 and includes the development of outdoor areas only. Key components include a 150 to 300 seat “amphimeadow” that can host outdoor performances and programs, interpretive outdoor areas, trails, pond/wetland enhancement, demonstration areas, traditional structures, and outdoor indigenous art. It is expected that all visitor activities during this phase will be focused on using the site as a public park and through programming for school groups.
- Phase 2 includes the development of approximately 20,000 square feet of indoor area, including 8,000 square feet of exhibits and or other program areas, a 1,000 square foot theater, a museum store, a catering kitchen and office and administration space. While an exhibit program has not yet been developed, it is envisioned the theater will include some type of orientation film and that programming will continue to drive visitation. This initial building may serve as an expanded visitor center for the outdoor area, similar to other state park facilities. Phase 2 is expected to be completed by 2018.
- Phase 3, with an anticipated completion date of 2022, includes a significant addition of 20,000 square feet of exhibit and visitor activity areas, in addition to another 11,000 square feet of support areas.
- During Phase 4, the facility will be completed, which will include a nearly 50,000 additional square feet, of which, 26,000 square feet will serve as exhibit or other visitor content areas.

**Table 1: Preliminary CIHC Program by Phase**

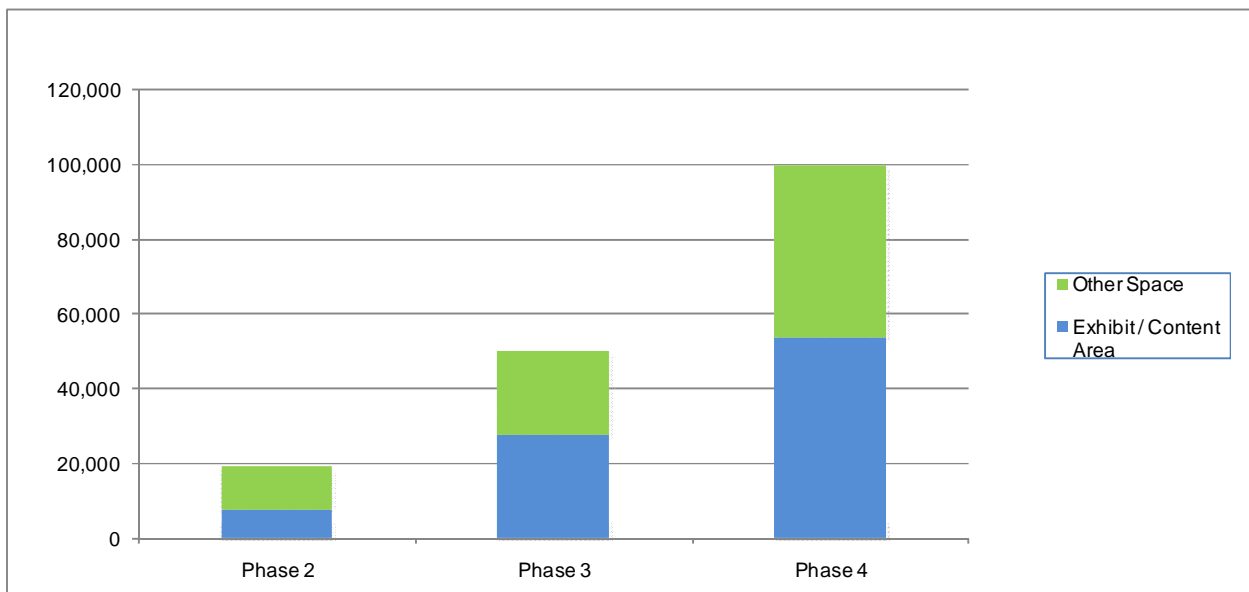
<b>Component</b>	<b>Phase 1 2014-2015</b>	<b>Phase 2 2018</b>	<b>Phase 3 2020</b>	<b>Phase 4 2025</b>	<b>Total All Phases</b>
Welcome Foyer	Outdoor	1,000	0	0	<b>1,000</b>
Theater (Forum)	components	1,000	0	0	<b>1,000</b>
Exhibit Area / Content	only including: 150-300 seat	8,000	20,000	26,000	<b>54,000</b>
Office & Admin Spaces	amphimeadow, interpretive	2,000	5,000	2,500	<b>9,500</b>
Catering Kitchen	trails, pond / wetland	500	0	0	<b>500</b>
Core / Support	enhancement, demonstration	6,000	5,000	20,000	<b>31,000</b>
Retail Store	areas, traditional	1,000	0	0	<b>1,000</b>
Café	structure, outdoor	0	0	1,000	<b>1,000</b>
Library + Archives	indigenous art	0	1,000	0	<b>1,000</b>
<b>Additional Area Per Phase</b>		<b>19,500</b>	<b>31,000</b>	<b>49,500</b>	<b>n/a</b>
<b>Total Area (Cumulative Total)</b>		<b>19,500</b>	<b>50,500</b>	<b>100,000</b>	<b>100,000</b>
<b>Estimated Investment (millions)</b>	<b>\$7</b>	<b>\$32</b>	<b>\$72</b>	<b>\$38</b>	<b>\$149</b>

Source: CA Department of Parks and Recreation, AECOM.



At full build out, the CIHC is expected to be 100,000 square feet, with slightly over 50 percent of space allocated for exhibit and other visitor activity areas such as the theater, classrooms, and demonstration areas (see **Figure 1**).

**Figure 1: Summary of Cumulative CIHC Facility Development by Phase**



Source: CA Department of Parks and Recreation, AECOM.

### Implications of Concept for Attendance Potential

AECOM has developed an analysis of potentially positive implications and limiting factors of the concept as related to attendance and financial viability.

#### ***Strengths and Opportunities***

- The facility includes both indoor and outdoor exhibits and facilities, which will allow for a wide variety of programming and activities that can appeal to a variety of people.
- The CIHC will be viewed as the educational cultural facility for children to learn about California Indian history and culture and will have particular appeal for school groups.
- The overall level of investment appears to be adequate to develop high quality, interactive exhibits that will be appealing for general visitors.
- The concept of a statewide California Indian facility has the potential to serve as a meeting place and event center for the California Indian community and as a centralized place for the public to learn about many different California Indian cultures.

- The inclusion of all of California’s diverse Indian cultures allows for a breadth of programming and exhibit opportunities. Assuming that exhibits are regularly changed and/or traveling exhibits are incorporated; this will assist with repeat visitation.
- DPR runs a number of cultural facilities in Sacramento and can leverage for attracting visitors.
- Sacramento is already well-known for its cultural institutions focused on various aspects of California history. The CIHC concept fits well within this existing fabric of cultural facilities.
- The phased approach to the facility will allow for numerous “opening” events and marketing opportunities, which are likely to result in attendance surges.

**Challenges**

- The first two phases have relatively small amount of exhibit area, which could result in relatively limited general attendance. There is a well-established correlation between the amount of exhibit area and attendance in cultural facilities. The CIHC will have to develop a robust offering of programs and activities, as well as accompanying marketing efforts, in order to attract visitors.
- Specific plans for exhibits have yet to be developed, so there is some uncertainty related to the ultimate content, presentation, and nature of the exhibits. Given the number of tribes and tribal entities in California, there is risk of a disjointed series of exhibits. However, the Developing Vision document provides a strong basis for programming and exhibit objectives. It will be important to consider the visitor experience in the development of exhibits.

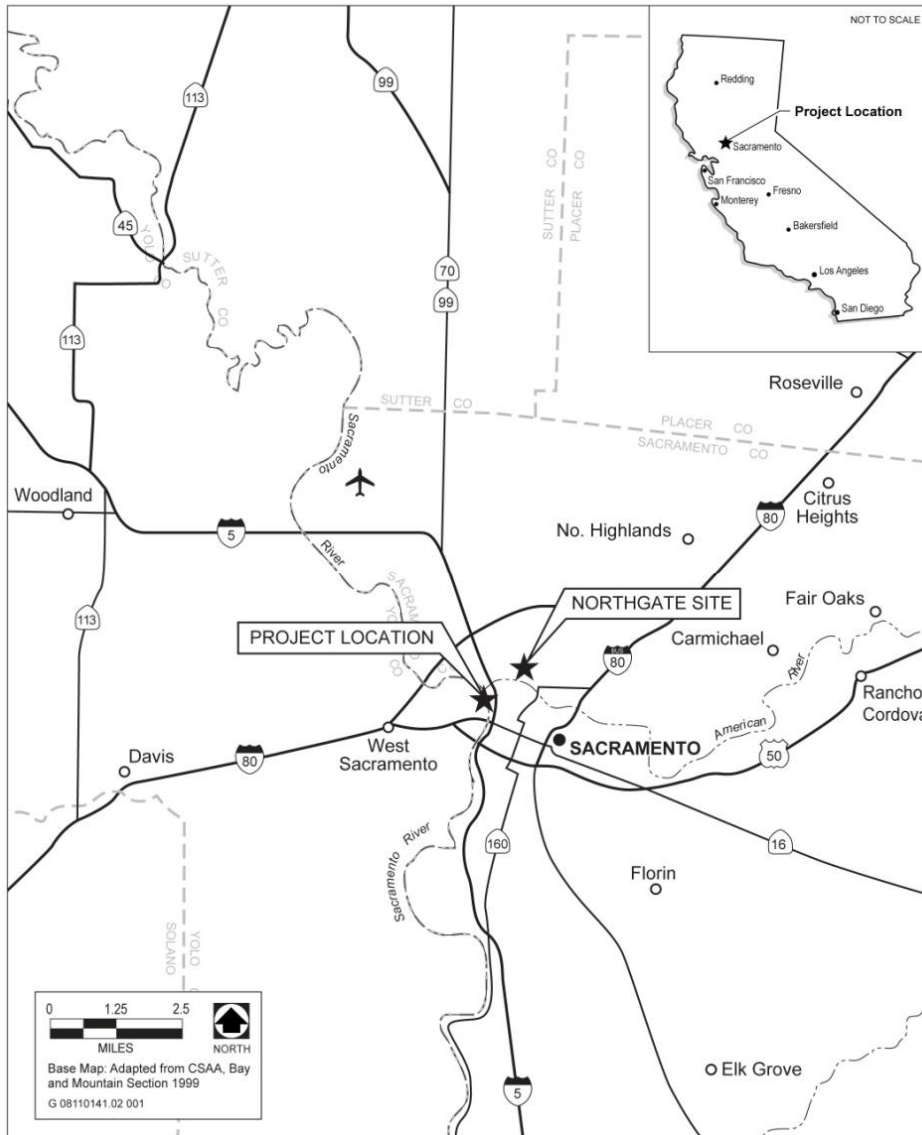
**Site Analysis**

The proposed location is in West Sacramento, at the confluence of the Sacramento and American Rivers (see regional map in **Figure 2**). As shown, the development is proposed to be distributed across two sites in the Sacramento region.

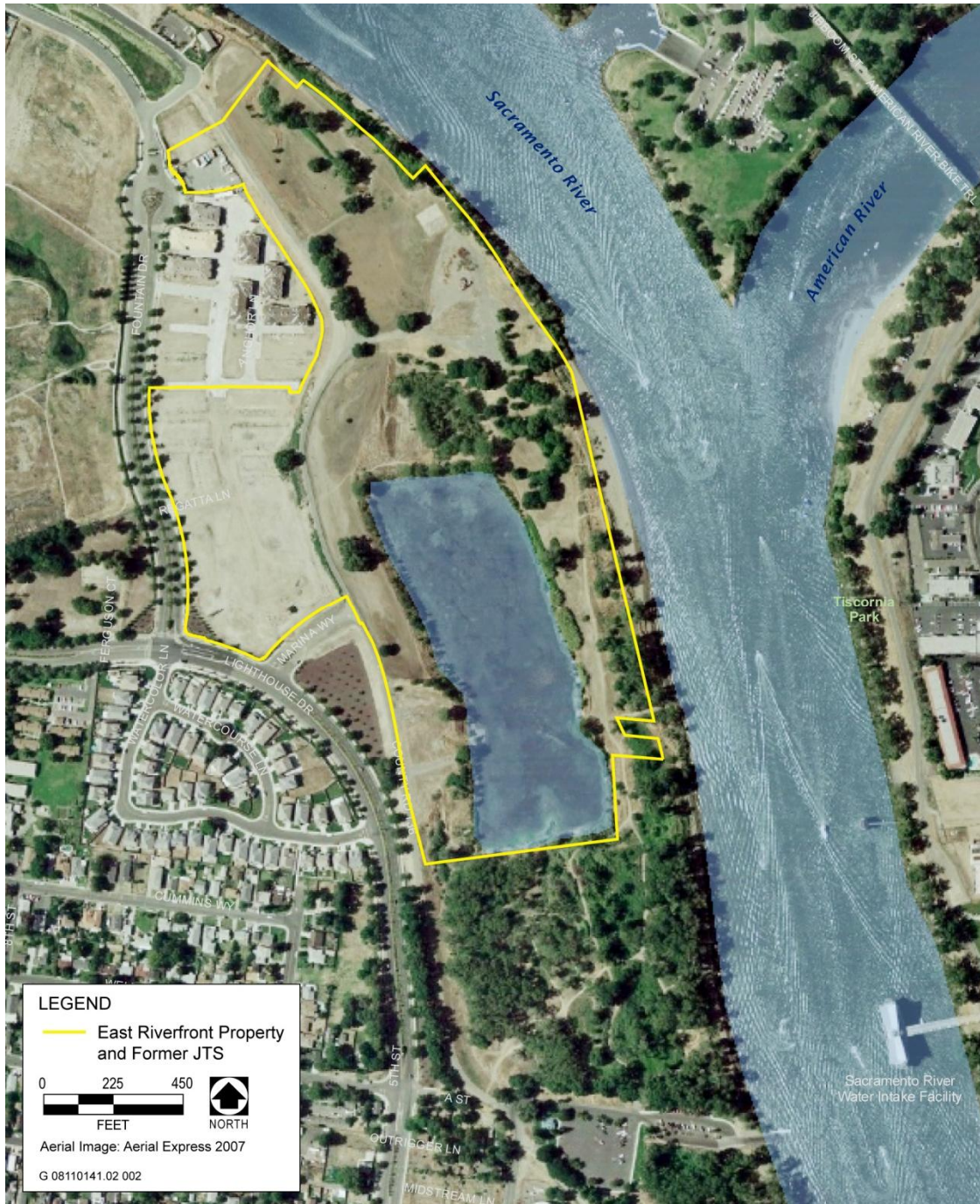
- The first and primary site is the East Riverfront property at the confluence of the Sacramento and American rivers in West Sacramento. The property includes 43 acres, bounded by the Sacramento River to the east, housing communities to the north and west and an undeveloped parcel to the south (see **Figure 3**), as well as 8 acres of adjacent property recently acquired by DPR.
- The second Northgate property, located within the City of Sacramento, along the American River and a short distance from the East Riverfront, includes approximately 100 acres that could be available to the CIHC for outdoor programs and events. The potential Northgate site is part of the Sacramento County American River Parkway Plan and is managed by the

County of Sacramento. This site borders Discovery Park to the west, the Garden Highway to the north and Highway 160, the Boy Scouts of America, and the Riverdale Mobile Home Park to the east.

**Figure 2: CIHC Regional Location**



**Figure 3: Map of CIHC Site**

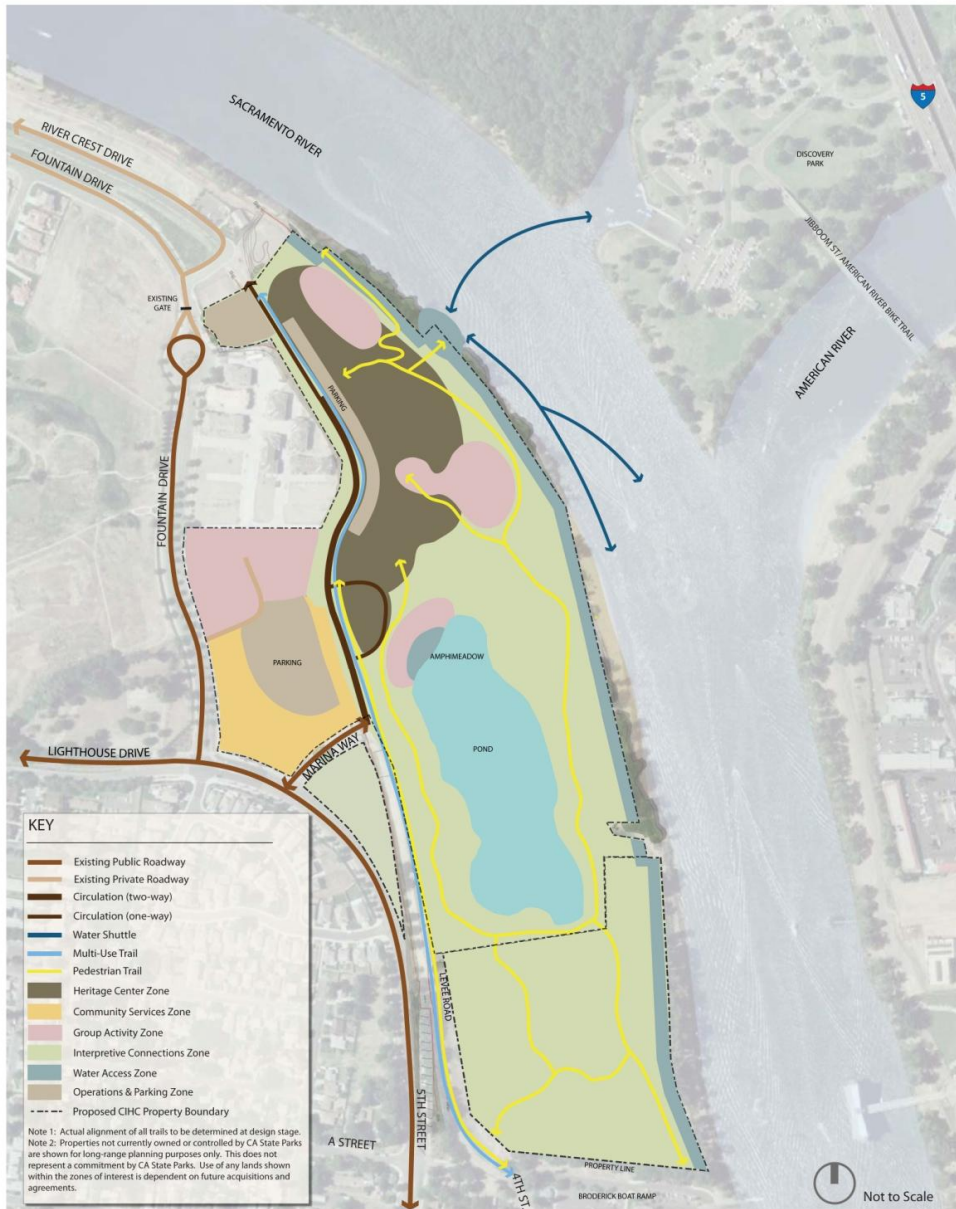




A more detailed plan of the proposed CIHC development at full build-out is shown in

**Figure 4** below. For purposes of this analysis, AECOM has focused on the East Riverfront property as it will be the primary location of the CIHC visitor experience.

**Figure 4: CIHC Development Plan**



PREFERRED ALTERNATIVE, PHASE 4  
 ZONE DIAGRAM  
 CALIFORNIA INDIAN HERITAGE CENTER

## **Implications of Site on Attendance Potential**

The CIHC site has strengths and challenges associated with it that will impact likely visitation levels.

### ***Site Strengths and Opportunities***

The proposed site for West Sacramento has several positive aspects, summarized as follows:

- Its location in the Sacramento region is positive as this area is central to California and is a known drive-to market for visitors from many parts of the state.
- The site has good regional access via several Interstate and State Routes including Interstate 80 and California State Route 99 (i.e. Highway 99). The site provides expansive views and will provide a serene, park setting that will enhance the visitor experience.
- The ability to incorporate wetlands, walking trails, and other natural elements is complementary to the concept.
- The site has adequate area for future expansion.
- There is good visibility of the site from Old Sacramento. When the Sacramento Railyards are developed, there will be excellent direct views of the CIHC.
- Sacramento can maintain outdoor activities for much of the year, although shade will be important to consider for visitors during summer months.
- There is adequate space for visitor parking.
- Sacramento has a number of existing cultural institutions focused on various aspects of California life and history that already attract visitors who are interested in these topics and who may be part of the target market for the CIHC.
- Its proximity to urban environment including Old Sacramento and the location along the river makes it conducive to major destination points.
- There is already existing visitation to the State Indian Museum.

### ***Site Challenges***

- There is no direct visibility of the site from the highway. It will be important to have adequate signage to enhance public awareness of the CIHC.
- Existing tourists to the Sacramento region do not stay in West Sacramento, and most visitor attractions are located away from the site.
- There are no other existing attractions near the site that can create a critical mass of activity for visitors, so visitation will be purpose driven.
- While there are long term plans for a bridge that would connect the site to Old Sacramento, there is currently no access to this density of restaurants, shops, and activities.



### III. Available Markets

The size and characteristics of the resident and tourist markets from which a cultural institution draws its attendance are important factors in determining the potential audience demand. As part of our attendance and financial analysis for the CIHC, AECOM researched and analyzed both the resident and tourist markets in the Sacramento region. AECOM collected data on historical resident population, projected resident market population growth, demographics, and tourism levels and characteristics.

This section summarizes the size and major characteristics of the available markets and is divided into the following sections:

- Overview of the resident market;
- Key characteristics of the visitor market; and
- Quantification and summary of all available markets.

#### Resident Market

Visitation to cultural institutions has a direct relationship to market proximity. For the purposes of this study, AECOM has divided the resident market for the CIHC into two sub-market segments (primary and secondary) based on distance from the project site. Residents who travel from distances further than the boundaries of the secondary market generally stay overnight and are included as part of the overnight visitors market. As a capital city, Sacramento also has a significant day visitor market, largely comprised of government and business visitors. For purposes of predicting attendance, we do not generally include business day visitors as they usually lack the discretionary time to visit museums.

Based on these factors, we defined the resident segments as follows:

- **Primary Market** - The primary market is identified by a drive time of approximately 30 minutes (or 25 miles) and includes much of Sacramento County, reaching from Citrus Heights and Folsom to Walnut Grove and the southeast portion of Yolo County. This market area also includes Sacramento's suburban communities of Rancho Cordova, Elk Grove, and Roseville.
- **Secondary Market** - The secondary market within an hour's drive time (50 miles or so) stretches beyond the primary market to the base of the Sierra Nevada Mountains to the northeast, to Stockton in the south, and to Fairfield towards the west.

A map illustrating the resident market by segment can be found in **Figure 5** below.

**Figure 5: Resident Market for the Proposed California Indian Heritage Center**



Source: ESRI, AECOM

## Historic Growth

The historic growth of the resident market can be understood through trends in Sacramento County. As shown in **Table 2**, the overall population of the county has grown steadily in the past twenty years. The Sacramento County population grew at an average annual compounded rate of 1.92 percent over the past 19 years, from just over 1 million in 1990 to 1,408,000 in 2009. Population growth has spread most rapidly along the Highway 99 corridor and eastward between Interstate 80 and Highway 50. Elk Grove, directly south of Sacramento, has nearly doubled in size since being incorporated in 2001 with an annual growth rate of 8.1 percent. Folsom, east of Sacramento, grew from 2000 to 2009 at an annual rate of 5.6 percent. The city of Sacramento has grown at an average annual rate of 1.92 percent, which reflects a moderate level of growth.

**Table 2: Sacramento County Household Population Growth, 1990-2009**

	1990	1995	2000	2005	2008	2009	Avg. Annual Growth Rate 2000-2009
Citrus Heights	n/a	n/a	84,214	86,572	86,444	86,688	0.32%
Elk grove	n/a	n/a	n/a	120,893	138,862	140,824	8.13%
Folsom	22,880	32,621	44,940	61,020	65,745	64,394	5.60%
Galt	8,600	14,625	19,284	22,591	23,725	23,945	2.43%
Isleton	827	817	828	820	817	818	-0.13%
Rancho Cordova	n/a	n/a	n/a	54,759	60,625	61,467	2.50%
<b>Sacramento</b>	<b>358,291</b>	<b>376,110</b>	<b>398,016</b>	<b>443,247</b>	<b>466,851</b>	<b>472,243</b>	<b>1.92%</b>
Unincorporated	618,785	668,110	650,722	552,730	555,881	557,676	-1.70%
<b>Sacramento County</b>	<b>1,009,400</b>	<b>1,092,300</b>	<b>1,198,000</b>	<b>1,342,600</b>	<b>1,399,000</b>	<b>1,408,100</b>	<b>1.81%</b>

Source: California Department of Finance (DOF) Demographic Research Unit E-5 City/County Population and Housing Estimates

## Projected Population Growth

The Sacramento regional population is expected to grow at a modest rate over the next 25 years. The Sacramento Area Council of Governments (SACOG) projects that the Sacramento regional population will grow by over 1 million from 2010 to 2035 at an average annual compounded rate of 1.57 percent (see **Table 3**). The SACOG area includes 22 cities and the following six counties: El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba.

**Table 3: SACOG Population Growth, 2000-2035**

	2000	2010	2015	2020	2025	2030	2035	Avg. Annual Growth Rate (2000-2030)
El Dorado County	155,200	173,600	183,600	194,200	205,400	217,200	229,700	1.13%
Placer County	245,500	314,700	356,200	403,300	456,600	516,900	585,200	2.51%
Sacramento County	1,198,000	1,373,500	1,470,600	1,574,700	1,686,000	1,805,300	1,933,000	1.38%
Sutter County	77,500	89,000	95,300	102,100	109,400	117,200	125,600	1.39%
Yolo County	161,100	185,400	198,800	213,300	228,800	245,400	263,200	1.41%
Yuba County	58,900	75,400	85,200	96,400	109,000	123,300	139,500	2.49%
<b>SACOG Region</b>	<b>1,896,200</b>	<b>2,216,900</b>	<b>2,397,000</b>	<b>2,591,700</b>	<b>2,802,300</b>	<b>3,030,000</b>	<b>3,276,200</b>	<b>1.57%</b>

Source: SACOG Travel Model Run January 2007, Center for Continuing Study of the California Economy, DB Consulting, 2005

### Primary and Secondary Resident Market Population

As outlined in **Table 4**, the primary and secondary resident markets for the California Indian Heritage Center in 2009 include over one million households, with a total household population of 2.8 million people. Over 60 percent of the population is located in the primary market, where there are about 600,000 more residents than in the secondary market. The average household size is slightly larger in the secondary market with 2.85 persons per household, compared to 2.67 in the primary market.

**Table 4: Primary and Secondary Markets Household Population, 2009**

	Number Households	Avg Household Size	Household Population	% of Market
Primary Market (0-25 minutes)	647,573	2.67	1,729,000	61%
Secondary Market (25-50 minutes)	394,914	2.85	1,125,500	39%
<b>Combined Resident Market</b>	<b>1,042,487</b>		<b>2,854,500</b>	<b>100%</b>

Source: ESRI

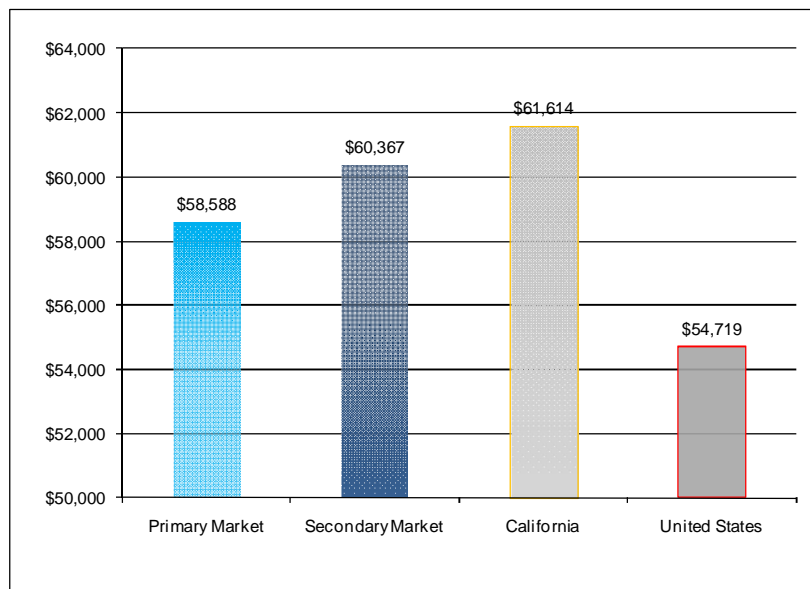
## Primary and Secondary Key Demographics

Attendance at cultural facilities is generally correlated with higher income and educational levels. Below we summarize income, education, and race for the Sacramento primary and secondary markets, compared to statewide and national averages.

### Income

Income levels in the Sacramento's primary and secondary markets are slightly below statewide averages. The median household income for residents in the primary market is \$59,000 and \$60,000 in the secondary market (see **Figure 6**), compared to \$62,000 for California. These levels are well above the national average, which is about \$54,700.

**Figure 6: Median Household Income, 2009**

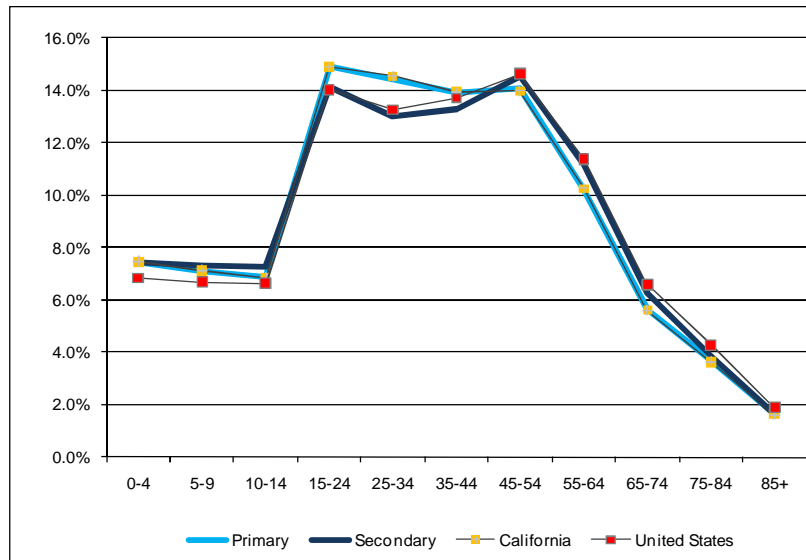


Source: ESRI

### Age

As shown in the population distribution chart below (see **Figure 7**), the primary and secondary markets have the highest percentage of their respective populations in the youth market. While the percentage of adults in their thirties falls dramatically in the primary and secondary markets, the population has a second peak for residents in their late forties. Sacramento is clearly comprised of a family demographic.

**Figure 7: Population by Age Distribution, 2009**

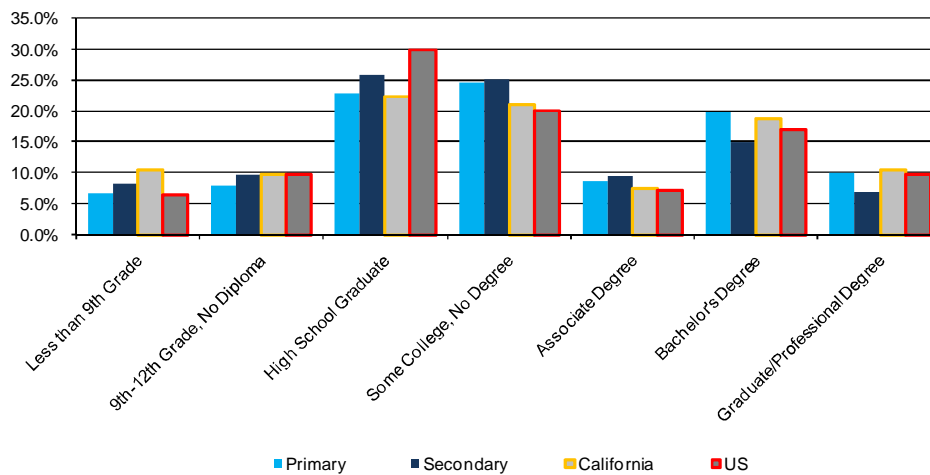


Source: ESRI

**Education**

While income levels in the primary and secondary market are lower than the California average, education levels are relatively higher in Sacramento (see **Figure 8**). The percentage of residents with high school diplomas, some college and college degrees in Sacramento is greater than average statewide percentages.

**Figure 8: Population 25+ Educational Attainment, 2009**



Source: ESRI



### Race

Race and ethnicity population estimates calculated by AECOM for the primary and secondary resident markets as well as for California and the United States are shown in the table below.

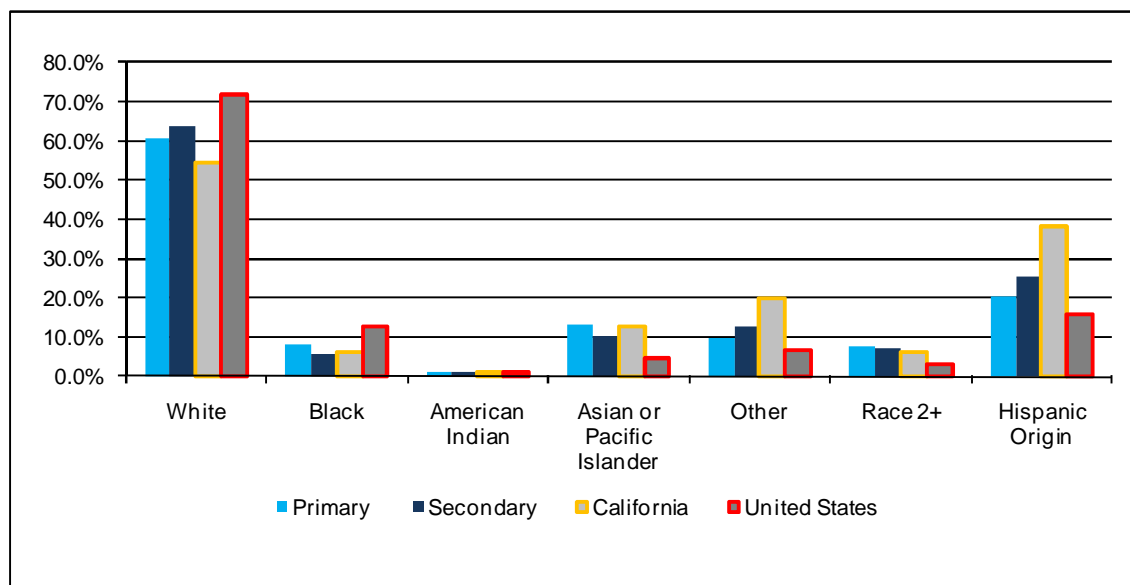
**Table 5: Race and Ethnicity Estimates, 2009**

	Primary	Secondary	California	United States
White	60.6%	63.5%	54.5%	72.0%
Black	8.3%	5.4%	6.2%	12.7%
American Indian	1.0%	1.1%	0.9%	0.9%
Asian or Pacific Islander	13.0%	10.4%	12.5%	4.6%
Other	9.5%	12.6%	19.8%	6.8%
Race 2+	7.6%	7.0%	6.1%	2.9%
Hispanic Origin	20.5%	25.4%	38.3%	15.7%

Source: ESRI, ERA

Sacramento's primary and secondary markets are primarily White, although there is a significant Hispanic population in both markets. As shown in **Table 5** and **Figure 9** below, more than 50 percent of the markets are White, with 21 to 25 percent Hispanic. The Asian population is higher in the primary market than in the secondary at 13 percent versus 10 percent. The American Indian population accounts for approximately one percent in both the primary and secondary markets.

**Figure 9: Population Estimates by Race and Ethnicity, 2009**



Source: ESRI

## Sacramento County Schools

Schools groups comprise an important part of visitation to most cultural facilities and an important source of consistent visitation. During the 2008-2009 school year, there were approximately 200,000 students enrolled in public and private schools in Sacramento County. A summary of enrollment by district can be found in **Table 6**. According to zip code data available from the State Capitol, students travel from all over California and into Nevada to visit major Sacramento attractions.

**Table 6: Overview of Sacramento County Enrollment, 2008-2009**

<b>Sacramento County School Districts</b>	<b>K-5th Grade</b>	<b>6th-8th Grade</b>	<b>8th-12th Grade</b>	<b>Total</b>
Arcohe Union Elementary	310	169	0	479
Center Joint Unified	2,250	1,301	423	3,974
Elk Grove Unified	27,969	14,653	4,873	47,495
Elverta Joint Elementary	168	123	0	291
Folsom-Cordova Unified	9,003	4,505	1,267	14,775
Galt Joint Union Elementary	2,708	1,482	0	4,190
Galt Joint Union High	0	0	608	608
Natomas Unified	5,541	2,610	923	9,074
River Delta Joint Unified	1,016	516	180	1,712
Robla Elementary	1,687	263	0	1,950
Sacramento City Unified	22,701	11,044	3,212	36,957
Sacramento County Office Of Ed	100	134	215	449
San Juan Unified	19,541	10,553	4,562	34,656
Twin Rivers Unified	14,314	7,305	2,276	23,895
<b>Total</b>	<b>107,308</b>	<b>54,658</b>	<b>18,539</b>	<b>180,505</b>
<b>Sacramento County Private Enrollment</b>	<b>9,315</b>	<b>4,160</b>	<b>6,017</b>	<b>19,492</b>

Source: California Department of Education, ERA

Note: Private enrollment for year 2006-7; more current data not yet available

Note: Total enrollment in Yolo County is less than 30,000

## Visitor Market

Although there is some data on visitation and tourism to Sacramento, overnight visitor estimates to Sacramento are not regularly calculated. Without current and reliable numbers readily available, AECOM has calculated an estimate of overnight tourists with information from the following sources:

- TNS Travel America—*July 2008- June 2009 Sacramento MSA Domestic Visitor Profile*, including primary purpose of trip to the area, average number of nights spent, and average party size.

- California Travel and Tourism Commission—*California Domestic Travel Report* prepared by D.K. Shrifflet and Associates, Ltd. These estimates include day trippers in all visitor volume estimates and brief visitor profile information for 2005.
- California Travel and Tourism Commission—*California Travel Impacts by County, 1997-2007* prepared by Dean Runyan Associates. This report outlines visitor spending and the economic impact of tourism in Sacramento County.
- Smith Travel Research—Hotel Occupancy and trend reports for the Sacramento region. These reports detail hotel rooms available in Sacramento and average occupancy rates as of 2009.

AECOM relies on overnight leisure visitor estimates for our analysis. These tourists will be an important part of the potential visitation to the California Indian Heritage Center. While business and other visitors may also visit the museum, the core market for museums is typically leisure visitors, so we use this statistic for consistent analysis and comparisons. This section analyzes the size, growth, and demographics of the visitor market.

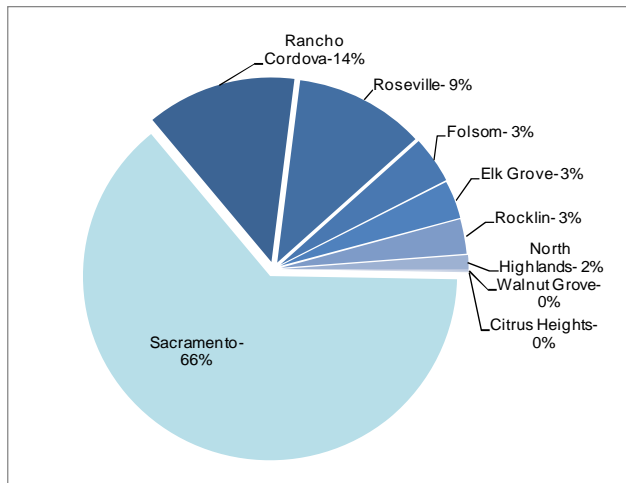
### **Estimate of Visitor Volume**

According to the California Travel and Tourism Commission and D.K. Shrifflet and Associates, Ltd., the average annual visitor volume to the Sacramento region in 2008 was approximately 18 million. This number includes both day-trippers and overnight visitors. It is estimated that business travelers account for about 34 percent of the total. In order to avoid double counting, AECOM excludes day-trip visitors who can be included as part of the secondary resident market from volume estimates.

In order to calculate overnight leisure visitors, ERA utilized the following methodology using hotel occupancies from Sacramento County and relevant proximities:

- With data from Smith Travel Research, we estimated the number of hotel rooms at 16,325 including those in Citrus Heights, Elk Grove, Folsom, North Highlands, Rancho Cordova, Rocklin, Roseville, Sacramento, and Walnut Grove. As illustrated in **Figure 10**, about two-thirds of the hotel rooms in the Sacramento market are located in the city of Sacramento.

**Figure 10: Hotel Rooms by City, Sacramento Region, 2009**



Source: Smith Travel Research, ERA

- Based on the average occupancy rate for these rooms, 58 percent, we estimated the annual number of room nights.
- Using survey data including the average party size, average length of stay, and percent leisure visitors, we calculated an estimate for the total number of leisure hotel visitors.
- Approximately 70 percent as many tourists stay with friends and relatives when visiting Sacramento, which results in an additional 3.1 million visitors who do not stay in hotels. With a resident market size in 2009 of 2.8 million, this correlates closely with the national average seen frequently in other cities of one visitor per resident.
- Based on this methodology, we estimate that there are a total of 4.5 million overnight leisure visitors annually to Sacramento (see **Table 7**).

**Table 7: Greater Sacramento Hotel Occupancy-Based Visitor Volume Estimate**

Total Rooms Sacramento Region	16,325
Days/Year	365
Potential Room-Nights	5,959,000
Occupancy	61%
Actual Room-Nights	3,659,000
Average Party Size	2.1
Average Length of Stay	4.4
<b>TOTAL HOTEL VISITORS</b>	<b>2,600,500</b>
% Leisure Visitors	77%
<b>TOTAL HOTEL LEISURE VISITORS</b>	<b>1,339,400</b>
Visitors Staying with Friends and Relatives	3,126,000
<b>TOTAL</b>	<b>4,465,000</b>

Source: TNS TravelsAmerica- July 2008- June 2009, Smith Travel Research, ERA AECOM

### Visitor Characteristics

According to the most recent visitor profile for leisure visitors to the Sacramento-Arden-Arcade-Roseville Metro Statistical Area, Sacramento is a regional destination with the following characteristics:

- The average household income of travelers to the area is comparable is approximately \$75,000.
- The average length of stay for visitors to the area is fairly long at nearly four days, allowing for time to see multiple attractions.
- Sacramento is largely a drive-to market with 72 percent of visitors arriving by car
- With 27 percent of visitors from outside California, Sacramento is primarily a regional destination.
- A large proportion of leisure tourists to the Sacramento region stay with friends and relatives, with only 30 percent staying in hotels and motels.

**Table 8: Sacramento-Arden-Arcade-Roseville MSA Leisure Visitor Profile, 2009**

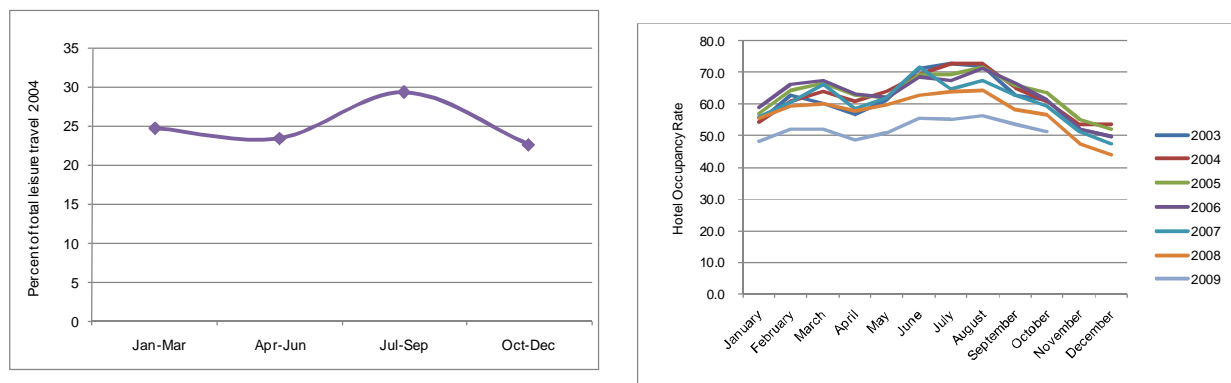
Avg Party Size	2.1
Traveling with Children*	24.8%
Travelers Aged 55+*	29.7%
Mean Household Income*	\$74,666
Average Trip Expenditures (in state)	\$461.20
Visitor Origin California	73.2%
Visitor Origin Out of State	26.8%
Avg Length of Stay (inc. day trips)*	2.2
Avg Length of Stay (excl. day trips)	4.4
% Day Trips*	51.8%
Primary Mode of Transportation	
Car/Truck/RV	71.8%
Airplane	23.1%
Paid Hotel/Motel Accommodations*	30.2%
Non-California Resident	27%

Source: California Travel and Tourism Commission Fast Facts 2006, D.K. Shriflet and Associates, Ltd. California Domestic Travel Report 2006, TNS TravelsAmerica- July 2008- June 2009

\* Reflects latest available data from 2004-2006

The Sacramento tourist market experience only moderate seasonal peaking, with increased visitation during the summer months. Each quarter of the year accounts for about 25 percent of total visitation and hotel occupancy rates show little variation (see **Figure 11**).

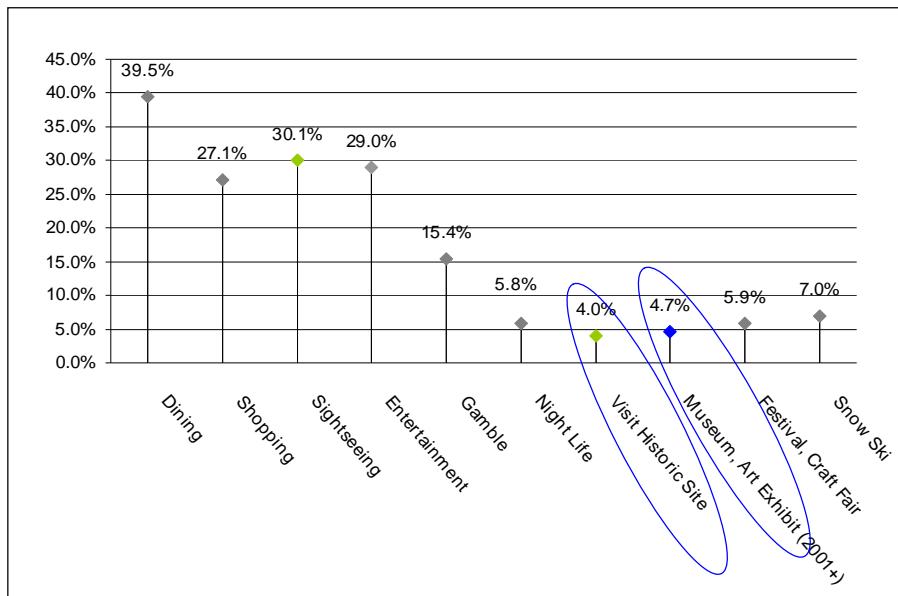
**Figure 11: Tourism Seasonality Patterns**



Source: CTC 2004, Smith Travel Research 2003-2009

When visiting the Sacramento region, less than five percent of tourists mention visiting museums and exhibitions as among their top 10 activities (see **Figure 12**). However, 30 percent describe sightseeing, which could also encompass visits to historic sites or museums and another 29 percent seek out entertainment.

**Figure 12: Top Ten Visitor Activities, 2004**

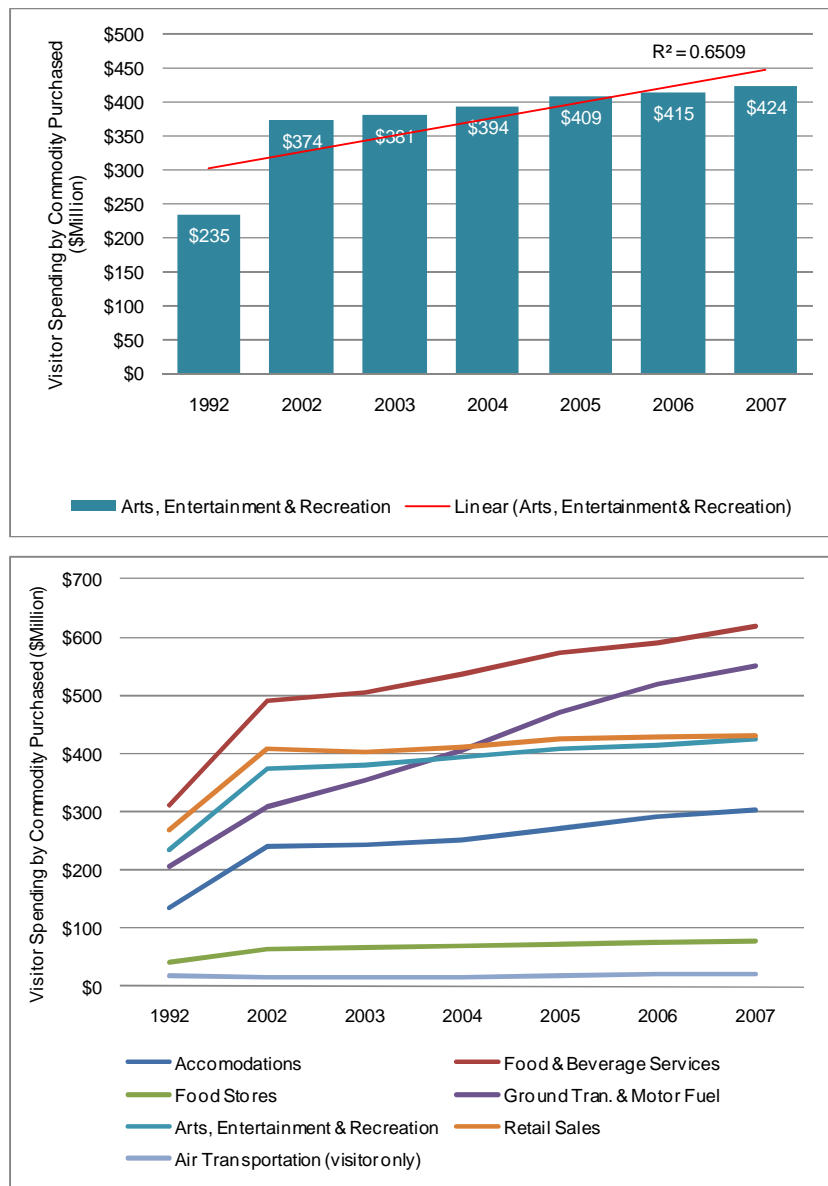


Source: CTTC

As illustrated in **Figure 13**, visitor spending on arts, entertainment and recreation has risen steadily over time to \$424 million in 2007. Visitors spend about as much on this category as they do on retail and transportation. Restaurants account for the biggest proportion of spent visitor dollars and air transportation the least.



**Figure 13: Visitor Spending by Commodity Purchased, Sacramento County, 1992-2007**



Source: CTTC, Dean Runyan Associates

### Summary of Available Markets

Based upon the information presented in this section, AECOM has carefully quantified the size of each market segment available to the California Indian Heritage Center. This analysis is summarized in **Table 9**.

**Table 9: Summary of Available Markets, 2009-2022**

<b>Market Segment</b>	<b>2010</b>	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>
<u>Resident</u>					
Primary Market (0-25 miles)	1,755,000	1,894,000	2,040,000	2,198,000	2,368,000
Secondary Market (25-50 miles)	1,143,000	1,231,000	1,326,000	1,429,000	1,539,000
<b>Subtotal Resident Market</b>	<b>2,898,000</b>	<b>3,125,000</b>	<b>3,366,000</b>	<b>3,627,000</b>	<b>3,907,000</b>
Overnight Leisure Visitor Market	4,510,000	4,740,000	4,982,000	5,236,000	5,503,000
<b>Total Available Markets</b>	<b>7,408,000</b>	<b>7,865,000</b>	<b>8,348,000</b>	<b>8,863,000</b>	<b>9,410,000</b>

Source: ESRI, TNS TravelsAmerica- July 2008- June 2009, Smith Travel Research, ERA AECOM

A summary of implications of AECOM's overview of available markets for attendance is as follows:

- The resident market available to the CIHC is currently 2.9 million, with approximately 1.8 million within the primary market, where penetration rates are likely to be highest. The population in the secondary market is smaller with slightly over 1.1 million residents.
- The resident market is expected to grow to a market size of 3.6 million by 2025, when we expect the final phase of the CIHC to be completed.
- The population in the Sacramento region is largely comprised of families and therefore has a significant school age population, which has positive implications for attendance. Furthermore, the California Department of Parks and Recreation operates other facilities including the existing State Indian Museum that regularly work with school groups from the local region and around the state. These existing relationships will be important in attracting school groups to the CIHC.
- The resident market population has fairly modest income characteristics. Both the primary and secondary markets have household income levels slightly below the California average.
- We estimate that the overnight leisure visitor market is currently about 4.5 million. Based on conservative growth estimates of 1.5 percent annually, the total overnight visitor market will be nearly 5.3 million in 2025.
- While one survey indicated that only a small percentage (five percent) of tourists mention visiting a museum, it also indicates that a high percentage of Sacramento tourists mention sightseeing.

## IV. Overview of Comparable Facilities

Based on AECOM's understanding of the programmatic scope for the proposed CIHC facility, we reviewed national comparable cultural institutions in three categories:

- Museums and cultural centers dedicated to Native American communities;
- Cultural facilities that include significant outdoor visitor components; and
- Culturally-specific institutions.

In addition, we researched key visitation and operating characteristics for cultural attractions in the Sacramento region.

In this section, we present information on the nature and operating characteristics of these museums. Detailed tables summarizing key metrics and benchmarks for all museums are included at the end of this section.

### Nationally Comparable Facilities

As described above, we reviewed three categories of cultural institutions as part of our case study research for the CIHC.

In collaboration with DPR, we selected 11 cultural facilities with a focus on Native heritage to review as part of this study. Facilities were selected based upon relevance to the concept, programmatic content, markets, or operating model proposed for the CIHC. The 11 institutions are as follows:

- Agua Caliente Cultural Museum, Palm Springs CA
- Alaska Native Heritage Center, Anchorage, AK
- Autry National Center, Los Angeles, CA
- Barona Cultural Center and Museum, Lakeside, CA
- Buffalo Bill Historical Center, Cody, WY
- California Indian Museum and Cultural Center, Santa Rosa, CA
- Eiteljorg Museum of American Indian and Western Art, Indianapolis, IN
- Heard Museum, Phoenix, AZ
- Mashantucket Pequot Museum and Research Center, Mashantucket, CT
- Mid-America All-Indian Center, Wichita, KS
- National Museum of the American Indian, Washington, D.C.

Attractions with integrated outdoor components were also included. These facilities do not all interpret Native American culture and history, but feature outdoor cultural exhibits, gardens, or campus amenities as distinctive parts of the visitor experience. Profiled institutions include:

- Cherokee Heritage Center, Tahlequah, OK

- High Desert Museum, Bend, OR
- National Hispanic Cultural Center, Albuquerque, NM
- Springs Preserve/Desert Living Center, Las Vegas, NV
- Wanuskewin Heritage Park, Saskatoon, Canada

Finally, we reviewed top-line operating metrics for the following culturally specific institutions:

- Japanese American National Museum, Los Angeles, CA
- Wing Luke Asian Museum, Seattle, WA
- National Civil Rights Museum, Memphis, TN
- Birmingham Civil Rights Institute, Birmingham, AL
- USTA's Institute of Texan Cultures, San Antonio, TX

In the section below, we provide case studies for the first two categories (Native heritage museums and indoor/outdoor museums). We have only provided summary level metrics for the last category.

## Cultural Institutions Dedicated to Native Heritage

### *Agua Caliente Cultural Museum, Palm Spring, CA*



The Agua Caliente Cultural Museum was founded in 1992 as a 501(c)(3) organization by the Cahuilla people of the Coachella Valley. It is located in downtown Palm Springs at the Village Green Heritage Center. The museum is owned and operated by the non-profit organization, but the native tribe, the Agua Caliente Band of Cahuilla Indians, is a major stakeholder, providing capital funding and ongoing financial support. This is the first Native American

museum to be part of the Smithsonian Institution Affiliations Program.

The museum currently is 1,600 gross square feet which includes exhibitions space of 1,100 square feet, a 400 square foot retail space. Given the constraints of this small facility, the museum offers a lecture series, film festivals, and cultural programs in reservation buildings, partnering college campuses, and the local public library. The museum also offers tours of the nearby Indian canyons.

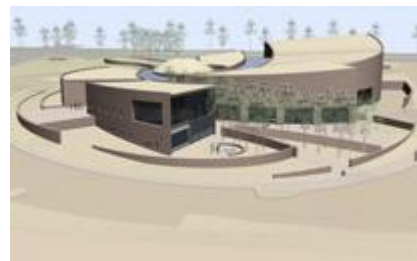
The museum's Board of Director's recently launched a \$65 million capital campaign to fund construction of an 110,000 square foot facility to be located in Palm Springs. Architects for the project are Jones & Jones Architects and Landscape Architects. Goals of the new facility include:

- Expand educational, community outreach, and other public programs especially for school children;

- Increase Native and non-Native participation in Museum programs and activities;
- Expand the Museum’s permanent exhibition;
- Increase the number, size, and types of temporary and traveling exhibitions offered to the community;
- Provide expanded research and archival resources to teachers, artists, and scholars; and
- Contribute to the economic development and cultural vitality of the Coachella Valley, attracting an estimated 150,000 visitors annually.

Plans for the new facility, which will be energy efficient and feature state-of-the-art climate control systems, include:

- A Welcome Gallery in the design of traditional Ceremonial Houses and depicting the Cahuilla creation story. The terrace leading to the gallery will be used for special events, performances, and demonstrations.
- Permanent exhibition gallery (15,000 square feet) with multi-media and interactive displays on ancient and contemporary Cahuilla culture.
- Changing exhibition gallery (5,000 square feet) featuring indigenous arts and culture from around the world and a range of exhibitions possible as a result of the Smithsonian Affiliations program.
- An education center geared towards children with a storytelling room, traditional crafts workshop, classrooms, meeting rooms, an indigenous plant interpretive garden, and traditional structures such as a *kish* (palm frond hut) and a *ramada* (palm frond shade structure).
- Research Library and Archives to house the collection of books, manuscripts, audiotapes, videotapes, photographs, government documents, and maps on Cahuilla and other indigenous cultures (5,000 volumes).
- Curatorial and Collections Center supporting the preservation, study and care of the collection.
- An Auditorium (160 seats) for theatrical presentations and other programs.
- Museum store.
- Museum café.



The museum’s collection of native artifacts is available by appointment to researchers and students. It includes a southern California basket collection of over 400 items, ceramics, and stone utensils as

well as an archeological collection, the Tahquitz Canyon Archaeological Collection, and contemporary arts.

Attendance to the museum last year was 14,000, of which approximately half were local residents. The total annual operating budget is around \$1.5 million. Personnel expense account for 60 percent and marketing 6 percent of the total. Total earned income is over \$300,000 which includes \$13,000 in retail revenue and \$33,000 from membership. Approximately 30 percent of the total budget is contributed from the tribe. Government contributions have largely fed the capital effort, with a recent federal grant of \$1 million for construction. The museum employs 12 full-time staff and 5 part-time.

***Alaska Native Heritage Center, Anchorage, AK***



The Alaska Native Heritage Center was formed in 1989 as an independent non-profit organization with the support of the Alaska Federation of Natives, the state’s largest Native organization. The \$14.5 million facility opened ten years later with funding provided from federal, state, local, and private sources. Originally, the scale of the project was twice the total funds available. The mission of the facility is to share, perpetuate, and preserve the unique Alaska Native cultures, languages, traditions and values through celebration and education.

The 26,000 square foot facility sits on a 26 acre site. The building includes 6,000 square feet of exhibits as well as a theatre, Hall of Cultures, The Gathering Place, and administration spaces. The Alaska Native Heritage Center collection showcases all of the indigenous cultures in Alaska. There are tools, watercraft, clothing, pieces of art, drums and other objects all on display in the Hall of Cultures. The Gathering Place is center stage for Alaska Native dancing, Native Games demonstrations and storytelling. The theatre hosts a variety of movies all day, including the Heritage Center produced film, “Stories Given,



Stories Shared.” This introductory film offers an opportunity to learn about the different cultures of Alaska Native people, the landscape and climates.

The outdoor area includes six authentic life-sized Native dwellings around Lake Tiulana, featuring the life and culture of the Athabascan, Inupiaq/St. Lawrence Island Yupik, Yup’ik/Cup’ik, Aleut, Alutiiq, and the Eyak, Tlingit, Haida and Tsimshian peoples.

Attendance to the center was down 30 percent in 2009 over years previous as a result of economic conditions and the Alaskan tourism industry. In its best attendance years, the Center typically welcomes over 110,000 visitors. In 2009 attendance was between 60,000 and 70,000. Between 5 and 7 percent of total attendance is from school groups. Approximately 25 percent of total visitation is local, while the remainder is tourists. Approximately 50 percent of total visitation is cruise ship visitors to Alaska. The Center has around 5,000 memberships that the regional tribal corporations fund. The annual operating budget is \$5.3 million, of which \$3.3 million is spent on personnel and \$259,000 on marketing expenses. Earned income totals \$1.4 million, which includes admissions revenues (\$940,000), retail revenue (\$130,000), facility rental income (\$81,000), and food and beverage income. The museum receives 55 percent of the annual budget from federal grants and 12 percent from contributed from private foundations, corporations and individuals. There are 43 full-time staff members and a crew of 50-60 seasonal interns who participate in a training program.

***Autry National Center, Los Angeles, CA***



The Autry National Center of the American West in Griffith Park was founded by Gene Autry in 1988, and has since grown to encompass three institutions: The Museum of the American West, the Southwest Museum of the American Indian, and the Institute for the Study of the American West. The original Griffith Park museum opened in 1988 as the Autry Museum of Western Heritage. In 2003, the organization underwent a merger with the Southwest Museum and the Women of the West Museum, and the Autry National Center was created. It is owned and operated by the Autry National Center non-profit foundation. At this time, the Autry has abandoned previous plans to expand the facility. The Autry has an extensive collection of western art and artifacts dating from the prehistoric periods to present.

In total, the Griffith Park facility includes 115,000 square feet, of which 56,000 square feet is dedicated to exhibitions. The Autry’s retail space is 4,000 square feet and the food/beverage space is 4,700 square feet. Permanent exhibitions are organized around six themes of the American West: Opportunity, Conquest, Community, the Cowboy, Romance, and Imagination. The Autry organizes



extensive programming for children, members, and adults including family activities, lectures, seminars, performing arts, and theatre productions.

The Museum of the American West collection is comprised of nearly 21,000 paintings, sculptures, costumes, textiles, firearms, tools, toys, games, musical instruments and other historical objects. The Southwest Museum’s 238,000-piece collection of Native American art and artifacts is one of the most significant and representative of its kind with 14,000 baskets, 10,000 ceramic items, 6,300 textiles and weavings, and more than 1,100 pieces of jewelry, representing indigenous peoples from Alaska to South America, with an emphasis on cultures from California and the Southwestern United States.



Attendance to the center has eroded slowly over the last few years as the museum pursued expansion plans and closed parts of the museum. Total attendance in 2009 was 140,000 with 44,000 of the total from school groups. The majority, 90 percent, of attendance is from the local market. The museum’s operating budget is \$14 million. Personnel expenses total \$7 million and marketing costs \$630,000. Earned income for the facility is \$2.1 million, comprised largely from admissions revenue (\$1.1 million) as well as membership (\$600,000), retail (\$362,000), and food/beverage (\$31,000) revenues. The museum receives \$6.5 million from the Gene Autry Foundation annually. Government contributions are minor. The Autry employs 115 full-time staff and 31 part-time.

**Barona Cultural Center and Museum, Lakeside, CA**



The Barona Cultural Center opened in 2000. It is San Diego’s only museum located on an Indian Reservation dedicated to the perpetuation and presentation of the local Native culture. The museum is owned and operated by the tribe. Its mission is to increase understanding and appreciation of the Kumeyaay/Diegueño people and the Barona Band of Mission Indians, in particular, preserve and display artifacts, preserve the native language, and educate the public on the tribe’s history and traditions.

The Center is approximately 3,000 square feet with two-thirds dedicated to exhibitions. The retail space is approximately 400 square feet. In addition to the museum there is a research center that is 1,800 square feet.

The current museum exhibition is about the Barona Elders' Tree, profiling the heritage and lives of Tribal Elders. In addition to exhibitions at the facility the center organizes three outreach programs:



- Traditional Life Hands-On Kit—approximately one hour visit from outreach educator, who will focus on traditional life before Spanish contact and share artifacts, baskets, and tools. Option can be curriculum supplement and is best for groups less than 40 people
- PowerPoint “Barona History”—approximately one hour presentation on traditional life, history of the reservation, contemporary life for groups larger than 50 persons.
- Informational & Educational Booth—staffed with two museum educators for visitors to ask questions at cultural events.

The Center’s outreach programs are not included in annual attendance. Over the last ten years the museum has been in direct contact with 117,000 individuals through programmatic offerings. Attendance to the museum in 2009 was almost 4,000 visitors, which includes 720 visitors to educational programs. Approximately, 75 percent of visitors are local residents. No financial data was available from the institution. The museum has 6 full-time staff members and 2 part-time.

***Buffalo Bill Historical Center, Cody, WY***

The Buffalo Bill Historical Center is located 50 miles east of Yellowstone National Park in Cody, Wyoming. Before the site became a historical center during the 1950s, it was first dedicated as a memorial to Buffalo Bill in the 1920s. The center is a premier destination for researchers interested in the American West as well as a popular stop for tourists visiting Wyoming.

The facility houses five smaller museums and a research library all dedicated to themes of the American West:

- Buffalo Bill Museum—the life and myth of Buffalo Bill,
- Whitney Gallery of Western Art—fine arts of the American West from the 19<sup>th</sup> century till now;
- Plains Indians Museum—the arts and culture of the Plains Indian tribes;
- Cody Firearms Museum—collection of American arms as well as some European arms dating to the 16<sup>th</sup> century;
- Draper Museum of Natural History—the greater Yellowstone Ecosystem
- Harold McCracken Research Library—respected archive for scholars.

Exhibitions range from photography of Yellowstone and fine arts of the American West, to firearms displays. The center also presents online exhibitions such as *Cody High Style: Designing the West* and *Unbroken Spirit: The Wild Horse in the American Landscape*.

In total, the Buffalo Bill Historical Center includes 300,000 gross square feet with 120,000 square feet dedicated to exhibition space, 89 percent of which houses permanent installations. Since its inception the facility has undergone extensive renovations—growing from a log cabin to its current size. The most recent expansion occurred in 2002 with an addition of 25,000 gross square feet.



Though total annual attendance fell after the renovations of 2002 due to a fire in Yellowstone, total annual attendance has since climbed to 193,000 in 2009. About 80 percent of museum visitors are tourists traveling from June through September, local visitation is 10 percent of total. The museum has over 5,500 members. The total annual operating budget is \$9 million. Personnel expenses are \$5.7 million and marketing expenses are \$450,000. Earned income for the facility is \$4.3 million and comprised of admissions (\$2 million), income less than \$700,000 for retail, café, and event rental income, and endowment revenue (~\$2 million). The Center has 90 full-time and 40 part-time staff.

***California Indian Museum and Cultural Center, Santa Rosa, CA***

The California Indian Museum and Cultural Center was incorporated as a non-profit organization in 1996. It was first located in San Francisco's Presidio, but soon moved to Santa Rosa in 2001. The museum was forced to leave the Presidio, whose management at the time preferred commercial tenants with stronger ability to pay for space. The purpose of the California Indian Museum and Cultural Center is to culturally enrich and benefit the people of California and the general public. The goals of the Museum and Cultural Center are to educate the public about California Indian history and

cultures, to showcase California Indian cultures, to enhance and facilitate these cultures and traditions through educational and cultural activities, to preserve and protect California Indian cultural and intellectual properties, and to develop relationships with other indigenous groups. The Center's facility includes 23,000 gross square feet, with 2,000 square feet dedicated to exhibitions. The museum has plans to expand the facility (the bottom floor of the facility will be renovated into flexible museum quality space), with a capital campaign of \$8 million, that will increase the exhibit square footage to 6,000 square feet and add an outdoor exhibit with native plants that will be 900 square feet. There is currently no retail or food service operation, but those will be added in the renovation and expansion.



***Eiteljorg Museum of American Indian and Western Art, Indianapolis, IN***

The Eiteljorg Museum of American Indians and Western Art opened in 1989 with founder Harrison Eiteljorg's collection of Western and Native American art. The museum, which is in downtown Indianapolis, is part of the White River State Park and near the Indiana State Park, Indianapolis Zoo, and White River Gardens, among other attractions. The museum is one of few museums east of the Mississippi with a dual focus on Western and Native American art.

Of the 125,000 gross square feet in the Eiteljorg, 40,000 square feet are exhibition galleries. In addition to the permanent galleries full of Western art and Contemporary art, the facility includes the *Mihtoohseenionki* (The People's Place) gallery that focuses on indigenous cultures of the region and the Nina Mason Pulliam Education Center that includes artist studios, space for educational programming, and a public-access resource center. The Eiteljorg offers a Fellowship to Native American Arts, providing funding and sponsors a culminating exhibition as well as partners with the Smithsonian National Museum of the American Indian for traveling exhibitions. Recent shows at the Eiteljorg include: *Quest for the West Art Show and Sale*; *Our People, Our Land, Our Images*; *Ansel Adams in Yosemite*; and the *Interactive Stagecoach Exhibit*.

In 2005, the Eiteljorg expanded, doubling its exhibition and public space. Architectural additions in 2005 allowed the Eiteljorg to display more of its permanent collection –both 19<sup>th</sup> century and Contemporary art. Expansion objectives focused on creating educational opportunities, including extra room for programming activities. The original building was quite small with not educational facilities and no room for special or social events. The museum also wanted to increase gallery space and add a research facility. Museum staff believed the visitor experience was generally static and not engaging. With the expansion, they have provided much more for the visitor to see and experience, and they designed the facility to have a natural flow or progression from exhibit to exhibit.



For the expansion, Eiteljorg brought in the architect of the original building, Jonathan Hess. Construction began in 2003 and the new facility opened in 2005, adding 50,000 total square feet to bring the facility from 75,000 to 125,000 square feet. New features included: increased gallery space of 50 percent (from 26,000 to 40,000 square feet); the addition of a 6,000 square foot educational center with two classrooms, an open area, and interactive exhibits open to all children, not just school groups; the addition of a 1,200 square foot research center with a 5,000 volume library; expansion of the Grand Hall to a capacity of 800 people; the addition of a sculpture court, 200 underground parking stalls, 3,000 square feet of office; and a connection to a neighboring restaurant facility on Canal Street. Eiteljorg was able to raise \$42 million over eight years to fund the work; 50 percent from municipal bonds (\$20.6 million), \$1 million in corporate donations, and the remainder from private donations and philanthropic institutions. The parking structure alone cost \$6 million. The museum's operating budget increased about 25 percent, to just over \$6 million post-expansion from between



\$4.0 to \$4.5 million prior to the expansion. In hindsight, the museum would have allocated more money to a depreciation and maintenance fund.

Attendance to the museum in recent years was just less than 115,000. Visitation is split evenly between residents and tourists. Membership is just more than 3,000. The total operating budget is about \$9.6 million with about \$3.1 million spent on personnel. Earned income is about \$5 million.

**Heard Museum, Phoenix, AZ**



Maie Bartlett Heard opened the Heard Museum of Native Cultures & Art in 1929 in Phoenix, Arizona with her collection of Native American art and managed all museum affairs until her death in the 1950s. Two satellite facilities—in Scottsdale and Surprise Arizona-- now supplement Museum headquarters in downtown Phoenix. With its world-renowned collection of Native American art and artifacts, the Heard is a premier institution dedicated to the arts of America’s indigenous cultures.

The facility in Phoenix has 130,000 gross square feet and 48,000 exhibition square feet. Since 1929, the museum has expanded in its original location, doubling its size at least twice. The collection focuses on Native American art of the greater Southwest, but has grown to include objects made by other North American indigenous peoples. The Heard has 10 exhibition galleries, five dedicated to permanent installations and five for traveling exhibitions. Recent exhibitions include: *Remix: New Modernities in a Post-Indian World*; *Old Tradition in New Pots: Silver Seed Pots from the Normal L. Sandfield Collection*; *Life in a Cold Place: Arctic Art from the Albrecht Collection*; and *Remembering our Indian School Days: The Boarding School Experience*.



The two satellite facilities each have one permanent gallery and one temporary exhibition gallery that changes twice a year. These facilities are new to the Heard; both opened in Summer 2007.

Attendance at the Heard Phoenix was 200,000 in recent years. More than half of the visitors, 60 percent, are tourists. The annual operating budget for the Heard in 2006 was \$7.5 million; earned income accounted for 53 percent of the budget and was \$4.0 million.

***Mashantucket Pequot Museum and Research Center, Mashantucket, CT***

The Mashantucket Pequot Museum and Research Center opened in 1998 and has been the long sought dream of the Tribal Nation since they received federal recognition in the 1970s. It is located on reservation lands half way between Boston and New York. Funds earned through the bingo hall and casino funded the new facility, which was built at a total capital cost of \$193.4 million. The center is owned by the tribe and operated by a board comprised of seven tribal members. The museum features interactive exhibits depicting 18,000 years of Native and natural history and is dedicated to research and preservation of the history and cultural heritage of the Mashantucket Pequot Tribe.



In total, the center is 308,000 square feet.

Permanent exhibition galleries are 85,000 square feet and temporary exhibition space is 4,000 square feet. There are two libraries, a research center with 40,000 volumes and a children’s library with 6,000. The Gathering Space will seat 800 people in theatre style and the Auditorium has 330 seats. The Archives and Special Collections department, which acquires, catalogs, and preserves primary source materials, has laboratory facilities. The gift shop is 5,000 square feet and the cafeteria seats 250 people.

The permanent exhibits feature “immersion feature dioramas and exhibits, films and videos, interactive programs, archival materials, ethnographic and archaeological collections, and commissioned works of art and traditional crafts by Native artisans. Seven computer interactives, including more than three hours of original documentary video, have been created. A total of 13 films and video programs are on view throughout the permanent exhibit space in 10 locations.

Recent attendance to the museum has been just less than 100,000. Approximately 20 percent of visitors are from 100 miles in either direction. The annual operating budget is about \$5 million. Personnel expenses account for 40 percent and marketing costs are low. Earned income at the museum is just over \$3 million. The most significant financial contributor for the museum is the Tribe. The facility has 30 full-time and 20 part-time employees.

***Mid-America All-Indian Center, Wichita, KS***



The Mid-America All-Indian Center is located at the confluence of the Little and Big Arkansas Rivers near downtown Wichita. Initial funding for the facility, a \$2 million bond issue, was provided by the City in 1974 and the facility opened with a dedication two years later. The Indian Center Museum preserves and showcases the heritage of the Native American Tribes of North America. Exhibits of traditional artifacts and contemporary art depict the Native American cultures of the past and present.

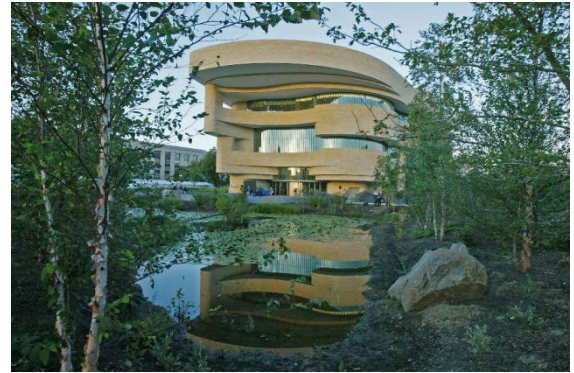
The "Gallery of Nations" is a major permanent exhibition at the Indian Center Museum, featuring flags for each native sovereign nation in the 10,000 square foot 'Kiva'-like ceremonial hall. Outdoors the Heritage Village is a living history display with an accurate replica of 1850s Indian village life. The museum also presents a calendar of Pow Wows as well as a range of community programs.

***National Museum of the American Indian, Washington, D.C.***

The National Museum of the American Indian (NMAI) is the sixteenth national museum of the Smithsonian Institution, with locations in Washington, D.C., New York City, and Arlington. It was established by an act of Congress in 1989 (amended in 1996). The museum's mission is to work in collaboration with the Native peoples of the Western Hemisphere to protect and foster their cultures

by reaffirming traditions and beliefs, encourage contemporary artistic expression, and empower the Indian voice.

The Washington, D.C. facility, which 250,000 square feet in total, is on the National Mall and is the Museum's flagship operation. The architecture itself grew out of early dialogues with Native communities and the resulting concept document, "The Way of the People (1993)". It features curvilinear walls in reference to a wind-swept rock formation and is aligned with the cardinal directions. The project was developed by Jones, House, and Sakiestewa, along with the architecture firms



Jones & Jones, SmithGroup in collaboration with Lou Weller (Caddo) and the Native American Design Collaborative, and Polshek Partnership Architects. Exhibit square footage at the facility totals 145,000. The store is 6,230 square feet and the restaurant is nearly 8,000 square feet.

The New York City facility, the George Gustav Heye Center, opened in 1994 in the Alexander Hamilton U.S. Custom House in lower Manhattan. The center features both permanent and temporary exhibitions, as well as a range of public programs. The New York facility is 84,000, of which 20,000 is exhibition space. The retail space in this facility is approximately 1,000 square feet.



The third facility is not open to the general public. It is a research and conservation center available by appointment.

The National Museum of the American Indian has one of the most extensive collections of Native American arts and artifacts in the world—approximately 266,000 catalog records (825,000 items) representing over 12,000 years of history and more than 1,200 indigenous cultures throughout the Americas. In addition to the objects collections, the holdings include a media and photographic archives.

Attendance to the facilities combined was over 1 million in 2009 (New York City 286,000 and Washington the remainder). In both facilities, attendance is largely from the tourist markets and only 10 percent from the metropolitan areas. The Museum has 49,000 members. The total annual operating budget is \$37 million; \$6.8 million in personnel expenses. Earned income for the museum is



\$3.8 million. The federal funding for the museum is very stable, but voted on annually with the yearly budget.

## **Cultural Institutions with Significant Outdoor Visitor Areas**

### ***Cherokee Heritage Center, Tahlequah, OK***



The Cherokee Heritage Center was incorporated as a non-profit in 1963, founded with the support of the Cherokee National Historical Society and the Cherokee Nation. The vision for the facility at that time included four components: a heritage village, outdoor amphitheater, museum, and Cherokee National Archives. The four acre heritage village has included up to 20 structures over the years. The outdoor amphitheatre (1,800 seating) with its outdoor drama was popular when the facility was first built, but has been discontinued over the years as visitation fell. The museum was built in 1964 and the archives component will be completed as part of the Center's planned expansion. The Center's total site is 49 acres.

The Center is planning a \$30 million capital campaign to renovate and expand the Cherokee Heritage Center facilities. Some \$10 million of the total budget has been designated for exhibitions. The museum will be upgraded to meet current museum standards and total nearly 45,000 square feet. The village is currently being rebuilt based on updated and more accurate research.

The non-profit board that oversees the foundation today is comprised of nearly all Cherokee tribal citizens—bylaws require that 50 percent of the governing body be of Cherokee descent.

Visitation to the facility was 32,000 in 2009, which represents a 20 percent increase from 2006. Another 16,000 people were served through the Center's outreach programs. School groups, some 6,000 in number, are the majority of local attendance, which is about 25 percent. The total membership is 1,200. The Center's annual operating budget is \$2.6 million, half of which is spent on personnel and approximately \$350,000 is spent on marketing. No data on earned income was provided. The largest contributor to the center is the Cherokee Nation, who provides \$1.2 million plus an additional \$350,000 from Cherokee Enterprises for marketing. Government contributions are restricted to special projects and vary annually. The museum has 30 full-time and 13 part-time staff.

**High Desert Museum, Bend, OR**

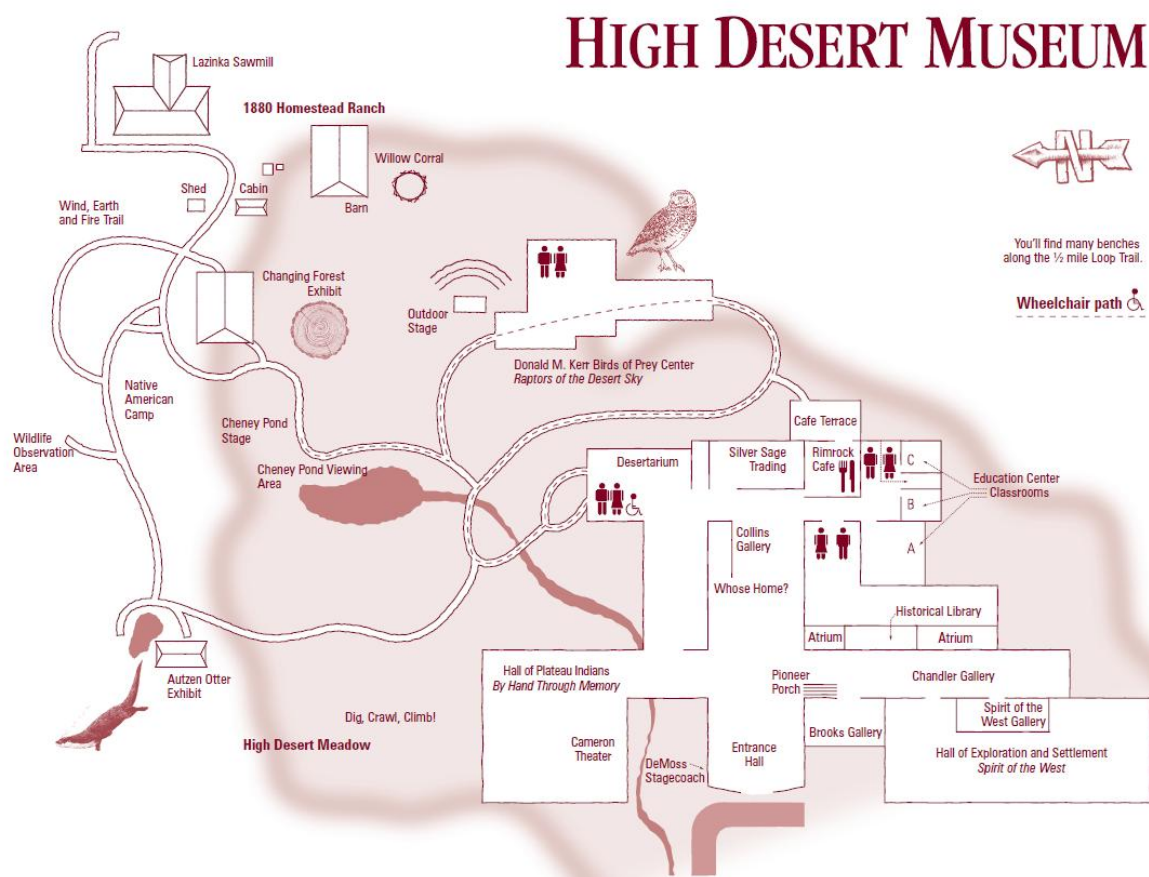


The High Desert Museum opened in Bend, Oregon in 1982. The museum was formerly known as the Western Natural History Institute and had been the lifelong dream of Donald M. Kerr, who envisioned a facility to feature the close relationship between people and their environment. The museum offers educational experiences with exhibits, wildlife, and living history displays. It is owned and operated by a private non-profit organization.

In total, the facility includes 110,000 square feet under roof on 60 acres of developed land (the site in total includes 135 acres). Exhibits are both indoors and out, including wildlife environments and no specific total was available. Indoor exhibits, the store (600-800 square feet), café (400-600 square feet), education spaces, and approximately 5,500 square feet of administration space is included in the total under roof square footage.

Wildlife facilities in the museum include the Donald M. Kerr Birds of Prey Center, Autzen Otter Exhibit, Wild Cats, and Desertarium. Dioramas found in *Spirit of the West* showcase the fur trader's life, the buckaroo, and the history of the Oregon Trail. *By Hand Through Memory* features the Plateau Native American life in the Reservation era. The remaining galleries, Brooks and Collins, feature temporary exhibits.

Attendance to the museum in 2009 was about 148,000, which includes 10,000 visitors with school programs. Approximately 25 percent of total visitation is from Central Oregon, what the museum considers its local market. Total membership at the museum is 4,500. The annual operating budget is \$3.5 million, including \$2.2 million for personnel expenses and \$100,000 for marketing. Earned income is 52 percent of the total budget. The museum receives no public funding and has no corporate base support. All contributed income is from private individuals and members. The museum has 43 full-time equivalent staff.



**National Hispanic Cultural Center, Albuquerque, NM**

The National Hispanic Cultural Center (NHCC) opened in 2000 on the banks of the Rio Grande in Albuquerque's historic neighborhood, Baretas. The Center today is a division of the Department of Cultural Affairs in Santa Fe, growing from a private foundation in the 1980s which conducted programs on Hispanic heritage without a facility. State legislation in the early 1990s established the new Cultural Affairs department which oversees many of the cultural institutions in New Mexico and



allocated funds to build the center. In total, the capital funding from the state was \$17.5 million and federal funds totaled \$13.5 million. The project was designed a three phases, the last of which was just completed. The state owns the facility and provides operational oversight in partnership with a private non-profit foundation. The center is dedicated to the preservation, promotion, and advancement of Hispanic culture, arts, and humanities.



The Center is situated on approximately 15 acres of a 50 acre site and includes 170,000 gross square feet divided into a variety of facilities:

- Visual arts center—110,000 gross square feet with 11,000 square feet of exhibitions space, administrative offices and the Spanish Resource Center are housed in this building
- Performing arts center- 81,000 gross square feet includes Albuquerque Journal Theatre (691 seat concert hall), Bank of America Film Theatre (291seats movie house and thrust stage), Wells Fargo Auditorium (97 seat fixed seats), and two rehearsal halls
- Education center- 20,000 gross square feet
- History and literary arts building- 25,000 gross square feet
- Plaza Mayor- outdoor plaza which accommodates groups up to 2,000
- The Torreón Fresco, a building inspired by stone defensive structures built by Spanish settlers in the northern frontier, which is being painted by Frederico Vigil. His massive mural, a fresco, will be completed this year and depicts the cultural development of Hispanic Heritage from prehistory to the present.
- Retail store- 1,000 square feet
- Restaurant 3,500 square feet
- Bike and walking paths on the grounds

The Center offers a variety of programs, temporary exhibitions, and makes the permanent collection of visual arts, research archives, and library holdings available to the public.



- |   |   |   |
|---|---|---|
| <ul style="list-style-type: none"> <li>1. Torreón / Vigil Fresco</li> <li>2. History &amp; Literary Arts Building             <ul style="list-style-type: none"> <li>a. Library &amp; Genealogy Center</li> <li>b. Salón Ortega</li> <li>c. Special Collections / Archives</li> </ul> </li> <li>3. La Fonda del Bosque Restaurant</li> <li>4. Virginia &amp; Edward Lujan Plaza Mayor</li> <li>5. Intel Center for Technology &amp; Visual Arts             <ul style="list-style-type: none"> <li>a. Art Museum</li> <li>b. Instituto Cervantes</li> <li>c. Spanish Resource Center</li> <li>d. Administrative Offices</li> <li>e. Information Desk</li> <li>f. NHCC Foundation</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>6. La Tiendita, Museum Store</li> <li>7. Roy E. Disney Center for Performing Arts             <ul style="list-style-type: none"> <li>a. Box Office</li> <li>b. Albuquerque Journal Theatre</li> <li>c. Bank of America Theatre</li> <li>d. Wells Fargo Auditorium</li> <li>e. PNM Rehearsal Hall</li> </ul> </li> <li>8. Pete V. Domenici Education Center</li> <li>9. Paseo del Bosque Bike Trail             <ul style="list-style-type: none"> <li>a. Bosque Walking Trail<br/>(Enter via Bridge Blvd)</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li> Guest Parking</li> <li> Security</li> <li>Security is in the Intel Center for Technology &amp; Visual Arts</li> </ul> |
|---|---|---|

Total attendance to the Center, which includes visitor counts for performing arts events, education/outreach, the restaurant and gift shop, facility rentals, visual arts exhibitions, language classes was about 235,000 in 2009. This total represents some double counting, and the total number of program visitors to the campus is likely less. Visitors who use the trails and paths are not

included. These visitors are largely, approximately 60 to 70 percent, from the county. The center has a total membership of 1,200. The total operating budget is about \$4 million. Personnel expenses account for 60 percent of total expenses and marketing expenses are 4 percent. Earned income at the Center is about \$240,000 which is 70 percent from box office fees and the facility rental program. Three-quarters of the total budget is allocated from State. The remainder is raised through the supporting foundation, who oversees fundraising as well as some earned income operations such as the gift shop and retail agreements. There are 35 full-time employees and 25 part-time.

**Table 10: NHCC Total Attendance 2009**

<b>Attendance Category</b>	<b>% of Total</b>
Performing Arts	41%
Education/Outreach	16%
Restaurant	11%
Facility Rental	9%
Visual Arts	7%
History & Literary arts	6%
Cervantes & Spanish Resource	5%
Gift Shop	5%
Foundation & Misc	1%
<b>Total Attendance</b>	<b>234,502</b>

Source: Department of Cultural Affairs, national Hispanic Cultural Center

***Springs Preserve, Las Vegas, NV***

Springs Preserve, located in the center of Las Vegas just west of downtown, is the historic site of perennial springs that first fed development in the Las Vegas valley. The land was acquired by the Las Vegas Water District in 1958 and was added to the National Register of Historic Places in 1978. When the city was pressured to sell the land, the public lobbied to preserve it as a natural habitat including archeological sites and plan the interpretive center there now. Springs Preserve opened in 2007.

The preserve includes 180 acres including desert, wetlands, and seven buildings and attraction gardens over approximately 35 acres. All buildings are all Certified Platinum LEED, embodying the Center’s message of sustainability. The facilities at Springs Preserve include 80,000 square feet of exhibit space in the following attractions:

- Desert Living Center- five buildings with exhibits, art galleries, a library, design lab and meeting/conference space. The core experience is the Sustainability Gallery, where visitors learn about sustainable lifestyles including green building, composting, water conservation, and recycling. A temporary gallery hosts travelling exhibitions on the Center's themes.
- ORIGEN Experience, another permanent exhibit, is focused on the history of the site, its early inhabitants, and potential for the future. Attractions in ORIGEN Experience are the Big Springs Gallery and Theatre, live animal habitats, Natural Mojave Gallery, and the New Frontier Gallery.
- Botanical Gardens- eight acres of cacti, palm, herb, rose, edible, and learning gardens.
- Trails- 1.8 miles of maintained trails giving visitors access to rare plants of the Mojave desert, Little Spring House which once sheltered the water supply, bird watching in the Cienega, caretaker's house, chicken coop and other remnants of early settlers, and an archeological dig site of pit houses.
- Outdoor amphitheatre with seating for 2,000 people.
- Retail space of 6,000 square feet and a food and beverage space, run in conjunction with Wolfgang Puck.
- The Nevada State Museum is planning to open at Springs Preserve, emphasizing the history, pre-history, and natural history of Nevada.







- Carefully thinking through design options can encourage earned income from event rentals. Revenue from rentals has increased over 30 percent for the Preserve, there were 20 rentals in 2009.
- Agreements on levels of ongoing support from public entity are best negotiated along with the capital investment negotiations.

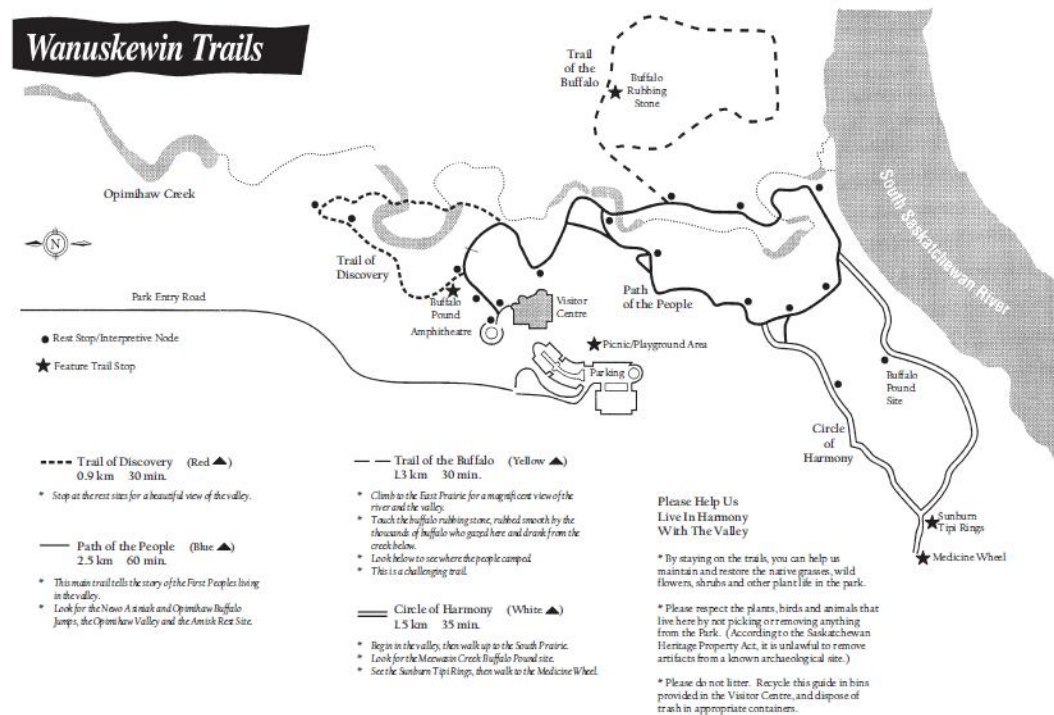
***Wanuskewin Heritage Park, Saskatoon, Canada***

The Wanuskewin Heritage Park opened in 1992 on the west bank of the South Saskatchewan River, just north of Saskatoon. The project was championed by local First Nations and the University of Saskatoon and funded with provincial and federal support. The site, which includes 760 acres with 19 pre-contact sites of the Northern Plains people, is a national and historic site.



Wanuskewin's mission is to operate, on a sustainable basis, a world recognized Heritage Park under the leadership and guidance of First Nations people that contributes to increasing public awareness, understanding and appreciation of the cultural legacy of the Northern Plains First Nations people. The park is a public entity, overseen by two boards, the business Board of Directors and First Nations Elders. The operating umbrella of partnerships that operate the Park, the Wanuskewin Heritage Park Authority (WHPA) has twelve directors, both non-First Nations and First Nations peoples, and representatives from the provincial, federal, and city government as well as First Nation Federations and the affiliated charitable foundation.

The Park just completed a renovation of the Visitor Centre, which increased the total size by a few thousand square feet at a cost of \$5.6 million. The gross square footage of the facility is now 40,000 with 6,000 square feet of exhibits. The Visitor Centre has a 1,000 square feet retails space and a 1,000 foot restaurant with a menu of First Nations cuisine. The Park also includes an outdoor amphitheatre, active archeological dig sites, and four trails which are both scenic and interpretive:



- Trail of Discovery (0.9 km - 30 minutes)- rest sites for views of the valley.
- Path of the People (2.5 km - 60 minutes)- main trail telling the story of the First Peoples living in the valley, includes the Newo Asiniak and Opimihaw Buffalo Jumps, Juniper Flats Encampment, the Opimihaw Valley and the Amisk Rest Site.
- Trail of the Buffalo (1.3 km - 30 minutes)a challenging trail to the East, hikers can touch the buffalo rubbing stone and visit campsites.
- Circle of Harmony (1.5 km - 35 minutes)-access to the Meewasin Creek Buffalo Pound, Sunburn Tipi Rings, and Medicine Wheel.

The Park also has lodging facilities on-site and is a conference destination offering tour packages and cultural programs for groups.

The Park has only been open for three months since the renovation, but typical prior attendance was about 50,000. Total attendance includes 10-20 percent of fundraising and event rental attendance and 5,000-10,000 school group attendees. The Park has about 200 members. The annual operating budget is C\$1.5 million, of which personnel costs are 30 percent and marketing expenses are 5 percent. Earned income at the facility covers 40 percent of total expenses (includes C\$100,000-C\$150,000 admissions revenue, C\$75,000-C\$100,000 in retail revenue, and C\$500,000 in restaurant revenue which includes catering income from special events). The provincial government funds the remaining 60 percent of expenses. The Park employs 20 full-time staff and 5-10 part-time staff.



## Competitive Environment: Sacramento Region Cultural Attractions

As part of this study, AECOM reviewed the competitive market for cultural attractions in Sacramento County. We identified and researched major cultural attractions in Sacramento, comparable specialty museums, and attractions with whom the California Indian Heritage Center may compete for visitation. Facilities were selected based on the institutions' scope, size, and location.

While there are numerous cultural attractions in Sacramento, most are fairly small scale with relatively short lengths of stay. Many of the cultural facilities are historic buildings and/or specialty history museums and are operated by the DPR. From an initial list of 24 museums and state parks, we selected the following 12 facilities to include in our research:

- Aerospace Museum of California
- California Museum for History, Women and the Arts
- California State Capitol Museum
- California State Indian Museum (future CIHC)
- California State Military Museum
- California State Railroad Museum
- Crocker Art Museum
- Discovery Museum Science Center
- Sacramento History Museum
- Governor's Mansion State Historic Park
- Leland Stanford Mansion State Historic Park
- Sutter's Fort State Historic Park

The two largest cultural visitor attractions are the California State Capitol and the California State Railroad Museum. A brief description of each facility is as follows:

- ***Aerospace Museum of California*** - The Aerospace Museum of California in McClellan is dedicated to civilian and military aircraft. It preserves the history of the McClellan Air Force Base, flying culture in the region, and local aircraft companies.
- ***California Museum for History, Women and the Arts*** - The Secretary of State's office opened the California Museum for History, Women and the Arts opened as the Golden State Museum in 1998. With financial instability, the museum struggled until former First Lady, Maria Shriver took interest in the museum in 2004. With her guidance the museum has focused its mission on the history of California through "the stories of California's Women." Ongoing and temporary exhibits at the California Museum, which fill 25,000 square feet of the 32,500 square foot facility, focus on broad themes.

- **California State Capitol Museum** - The California State Capitol Museum is managed by DPR for the California State Legislature and offers tours of the State Capitol Building to hundreds of thousands of visitors each year. Nearly all of the Capitol is open for tours by the Capitol Museum, but is not necessarily programmed as traditional museum space. There are temporary and permanent exhibitions which feature the museum's small collection, museum rooms, and regularly changing exhibits. Tours of the building are offered on a regular basis.
- **California State Indian Museum** - The existing California State Indian Museum, on the grounds of Sutter's Fort in midtown Sacramento, was renovated in 1986 to serve as a museum for the culture of California's indigenous people. In its 5,000 square feet, dedicated to exhibitions, the museum showcases the art, artifacts, and ongoing traditions of various native tribes. The State Indian Museum will be moved and incorporated into the new CIHC at the new location in West Sacramento.
- **California State Military Museum** – The California State Military Museum opened in 1991 to commemorate California's military heritage. The museum acquires, restores, and organizes exhibits around all kinds of military weaponry, memorabilia, and history. The museum utilizes 8,000 square feet of the total 12,000 gross square feet for exhibitions.
- **California State Railroad Museum** - The California State Railroad Museum opened in 1976 and is located within the Old Sacramento State Historic Park. The museum includes multiple facilities and an operating railroad with 17 miles of right of way. The museum focuses primarily on the history of the railroad from the 1860's to the present and is one of the most popular and well-respected railroad museums in the United States. The Railroad History building is the largest exhibition facility of the museum and features restored locomotives, railroad cars, and exhibits that illustrate how the railroads have shaped people's lives, the economy, and the unique culture of California and the West. Gross square footage at the facility is 100,000, with 60,000 square feet devoted to formal exhibition space. There are interactive and immersive exhibits, toy dioramas, and special art exhibitions organized around railroad themes. Special programs at the museum include the Polar Express event during the holiday season, where families can ride on the railroad.
- **Crocker Art Museum** - The Crocker Art Museum, near the bridge to West Sacramento, has been open since 1885 and is one of the oldest art institutions in California. The museum's mission is to "promote an awareness of and enthusiasm for human experience through Art." Its collection is particularly strong in European and Californian Art, but also features Asian art and international ceramics. Until recently, the museum had 42,000 square feet of its total 50,000 square feet dedicated to exhibitions, but has recently added 125,000 square feet of space in the new, modern wing.

- **Discovery Museum Science Center** - The Discovery Museum's Science and Space Center outside of Downtown Sacramento on Auburn Boulevard features the challenger Learning Center that offers science exhibits, planetarium shows, simulated space missions, live animals and a nature trail. This facility has 10,400 gross square feet and 5,400 square feet of exhibition space. The Center presents themed exhibits that change semi-annually. Exhibits are geared towards children, providing interactive opportunities for learning. About 54 percent of total annual attendance is school groups.
- **Sacramento History Museum** - The Sacramento History Museum in Old Sacramento is dedicated to the history of Sacramento and is operated by the Historical Old Sacramento Foundation through an operating agreement with the City of Sacramento. The museum fills 16,000 of the total 25,000 square feet with exhibits.
- **Governor's Mansion State Historic Park** - The Governor's Mansion, at 16<sup>th</sup> and H Streets, was built in 1877 for Albert Gallatin, a partner of the Huntington & Hopkins hardware store. It was purchased in 1903 for use by California's executive branch and has since been turned over DPR as a public museum. The Victorian mansion has about 15,000 square feet, of which 10,000 is accessible to the public as a house museum with original artifacts and furnishing related to 13 California governors.
- **Leland Stanford Mansion State Historic Park** - The Leland Stanford Mansion was built by a Gold Rush merchant, and later purchased by Leland Stanford, who served as California's Governor from 1862-1863. The mansion served as an office for Stanford and three subsequent governors. In 1978, DPR purchased the property and in 2005 completed major rehabilitation. The facility is now open to the public as a museum and protocol center for the government and legislature. It has 19,000 gross square feet, with 15,000 square feet dedicated to house museum and event space.
- **Sutter's Fort State Historic Park** - Sutter's Fort, established in 1839 in what is now midtown Sacramento, was the first non-Native American settlement in California's Central Valley. Much of the Fort is a reconstruction done in the early 20<sup>th</sup> century. In 1947, the Fort was transferred to DPR. There are approximately 30,000 gross square feet at the Fort, of which 20,000 is dedicated to public exhibition as house museum rooms and exhibit spaces.

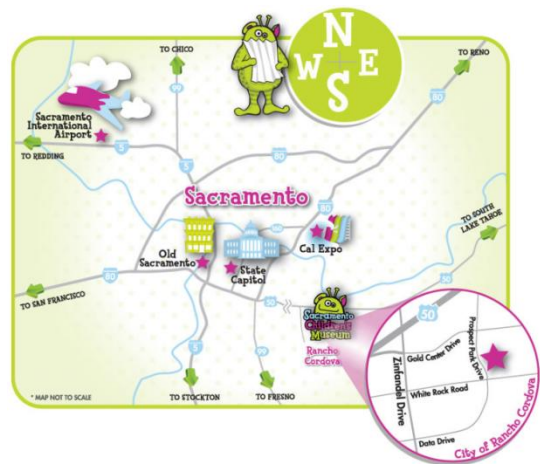
### **Future Cultural Projects in Sacramento**

Currently, there are a number of cultural attractions and expansions planned for the Sacramento market. With major improvements, new additions, and planned reinvestment, the California Indian Heritage Center will be opening in a more competitive market for cultural attractions. Upcoming projects are outlined below.

### **Sacramento Children's Museum**

A Sacramento Children's Museum is scheduled to open in 2011 and to be located off Highway 50 at Zinfandel Drive in Rancho Cordova. Planned exhibits for the museum include:

- Waterways - Children can experiment with the flow of water, build their own boat, create whirlpools, etc
- Raceways - Traveling exhibit which demonstrates basic principles of objects in motion
- World Market - Sort fruits and vegetables, stock shelves, checkout at the cash register
- My Neighborhood - Role playing and storytelling as the basis for building cultural awareness and celebrating families and traditions
- Baby Bloomers - Separated from the rest of the exhibits and is specially designed for babies and toddlers to enjoy safe exploration
- Studio of the Arts - Children have the opportunity to work with a variety of materials including recycled materials, clay, fabric, feathers, paint, rocks, glitter, and more
- Traveling Exhibits - Rotating exhibitions



The museum will also host birthday parties for \$250 for non-members which include day access to the museum for up to 20 guests and one hour use of the party room. There is no planned café for the museum, only quick vending options.

The Sacramento Children's Museum, a private non-profit, has been in development since 2004. It is designed to meet the needs of children 0-8 years. There are currently 12 members of the board of directors in addition to another 10 advisory members.

### **California Unity Center**

The California Unity Center will be a highly interactive learning center that engages youth and visitors with programs and exhibits that embrace inclusion, honoring California's diversity, and motivating people to play an active



role in building unity in their communities. The planned facility includes 32,000 square feet, including 11,800 square feet dedicated to exhibitions. The Center's opening date is undetermined.

***Crocker Art Museum Expansion***

The Crocker Art Museum has recently completed a major expansion, which opened in October 2010. The \$100 million expansion added 125,000 square feet to the museum, nearly tripling its size. The expansion included an increase in permanent and temporary gallery space, expanded educational space and children's art programming areas, a new 260-seat multi-purpose auditorium, the Crocker Café, a courtyard, and museum store. The expansion is expected to substantially increase attendance to the museum.



***Powerhouse Science Center***

Sacramento's science museum, the Discovery Science Center is currently planning to move to the historic PG&E building on Jibboom Street in Sacramento. This more central location will include about 30,000 square feet of exhibition space, a planetarium, and a simulated archaeology dig site. The capital campaign is in its earliest phase and no date has set for opening the new facility.

***Railroad Technology Museum***

The Railroad Technology Museum at the Downtown Sacramento Railyard will expand the California State Railroad Museum by 160,000 square feet, with 100,000 square feet of added exhibition space within a five to seven year period.

**Analysis and Implications**

In order to better compare the experience of comparable museums and those in the competitive market for the California Indian Heritage Center, AECOM analyzed key factors, indicators and ratios as outlined below.

**National Case Studies: Review of Key Metrics**

***Attendance***

- Attendance to Native American cultural facilities ranges widely from a few thousand at small tribal museums to over 700,000 at the national museum in Washington, D.C. Most, however, have attendance between 60,000 and 200,000.
- Attendance to the cultural venues with significant outdoor visitor areas is generally less than 200,000.
- For cultural specific museums examined, attendance ranges from 90,000 to 220,000.

- Attendance at cultural attractions in Sacramento is generally low and on average about 123,000 annually. The California State Railroad Museum, located in Old Sacramento, has the highest attendance (excluding the State Capitol building).

### ***Size***

- The majority of Native American facilities are large, with over 100,000 gross square feet. Exhibit area is on average about 50,000 square feet.
- Indoor/outdoor attractions tally the size of their facilities differently. In total they range from four to 760 acres with varying levels of developed space. The average exhibit square footage at these facilities is 50,000.
- Most of the cultural specific museums we examined have exhibit area between 25,000 and 50,000 square feet.
- Sacramento attractions are relatively small in size. The average gross square footage for museums and historical sites in Sacramento prior to the Crocker Museum expansion was 31,000; the average exhibit square footage was 22,000.

### ***Visitor Origin***

- Sacramento cultural attractions draw more heavily for attendance from the resident market than from the tourist market. On average 65 percent of total attendance at Sacramento attraction is from the resident market.
- Native American cultural institutions tend to rely more heavily on tourist visitation, with nearly 60 percent of total attendance from tourist markets on average.
- Indoor/outdoor attractions have differing mixes of visitor origin, although on average they attract fairly evenly from both resident and tourist markets.

### ***Ratio of Visitors to Exhibit Square Footage***

The ratio of visitors to exhibit square footage is one useful measure of how effective a museum is at reaching its available markets. Successful museums typically achieve a ratio of anywhere between 4 and 6, with a national average of 5. History museums tend to have lower ratios.

- Native American museums studied have on average just less than 5 visitors per square foot.
- Excluding outliers, the average visitors per exhibit square foot at indoor/outdoor attractions is slightly lower at 3.8 persons.
- The ratio of visitors to exhibit area for culturally specific museums ranges from 3.6 to 5.5, with an average of 4.4.
- Sacramento area attractions achieve higher ratios averaging 5.6 persons per exhibit square foot.

### ***Penetration Rates***

AECOM conducted an analysis of the penetration rates of each facility for resident and visitor markets. Market penetration measures the propensity of available market segments to visit an attraction and is generally defined as the ratio of attendees from a market to total market size.

- Excluding those in unusually small markets, the average resident penetration rate for Native American museums is 1.5 percent. Tourist penetration rates for this same group are 2 percent on average.
- Indoor/outdoor attractions achieve strong resident penetration rates, with an average of 6.8 percent. The average tourist market penetration is 3.7 percent.
- Culturally specific museums generally have resident market penetration rates between 2 and 5. Their penetration of tourist markets varies greatly, from 0.1 and 7 percent.
- For Sacramento institutions, the average penetration rate in the resident market is 2.3 percent and the average in the tourist market is 1.9 percent.

### **Competitive Environment**

- While the Sacramento region has numerous historic cultural attractions, most are fairly modest in size and attendance. Only three cultural attractions (excluding the State Capitol) have attendance over 100,000. We believe that given the market demographics and population, there is opportunity for new cultural facilities in the region.
- The planned cultural facilities and facility expansions in Sacramento will raise the current level of museums in both quantity and quality. This should help to create more of a destination in the city for both residents and tourists.



**Table 11: Summary of Key Characteristics for Comparable Museums**

	Location	2009	Admission Fee		
		Attendance	Adult	Senior	Child
<b><u>Native American Centers</u></b>					
National Museum of the American Indian	Washington D.C.	714,000	Free	Free	Free
Heard Museum	Phoenix, AZ	200,000	\$12.00	\$11.00	\$3.00
Buffalo Bill Historical Center	Cody, WY	192,489	\$15.00	\$13.00	\$10.00
Autry National Center	Los Angeles, CA	140,000	\$9.00	\$5.00	\$3.00
Eiteljorg Museum of American Indian and Western Art	Indianapolis, IN	113,447	\$8.00	\$7.00	\$5.00
Mashantucket Pequot Museum and Research Center	Mashantucket, CT	100,000	\$15.00	\$13.00	\$10.00
Alaska Native Heritage Center	Anchorage, AK	70,000	\$24.95	\$21.15	\$16.95
Mid-America All-Indian Center Museum	Wichita, KS	60,000	\$7.00	\$5.00	\$3.00
Agua Caliente Museum	Palm Springs CA	14,000	Free	Free	Free
Barona Cultural Center and Museum	Lakeside, CA	3,944	Free	Free	Free
California Indian Museum and Cultural Center	Santa Rosa, CA	n/a	\$7.00	\$5.00	\$5.00
Indian Pueblo Cultural Center	Albuquerque, NM	100,000	\$6.00	\$5.50	\$3.00
<b><u>Indoor/Outdoor Centers</u></b>					
National Hispanic Cultural Center	Albuquerque, NM	240,000	\$3.00	\$2.00	Free
Springs Preserve <sup>1</sup>	Las Vegas, NV	202,000	\$18.95	\$17.05	10.95
High Desert Museum	Bend, OR	148,000	\$15.00	\$12.00	\$9.00
Wanuskewin Heritage Park	Saskatoon, Canada	45,000	\$8.50	\$7.50	\$4.00
Cherokee Heritage Center	Tahlequah, OK	32,000	\$8.50	\$7.50	\$5.00
<b>Native Centers Average</b>		<b>160,788</b>	<b>\$12.24</b>	<b>\$10.02</b>	<b>\$6.99</b>
<b>Native Centers Median</b>		<b>106,724</b>	<b>\$10.50</b>	<b>\$9.00</b>	<b>\$5.00</b>
<b>Indoor/Outdoor Average</b>		<b>133,400</b>	<b>\$10.79</b>	<b>\$9.21</b>	<b>\$7.24</b>
<b>Indoor/Outdoor Median</b>		<b>148,000</b>	<b>\$8.50</b>	<b>\$7.50</b>	<b>\$7.00</b>

<sup>1</sup> Discounted rates offered to residents

Source: Individual Institutions, Official Museum Directory, AECOM

**Table 12: Summary of Size Characteristics for Comparable Museums**

Location	2009 Attendance	Gross Building SF	Indoor Exhibit SF	%Exhibit to Gross SF	Attendance per Exhibit SF	Outdoor Space (Y/N)	Outdoor Space	
<b><u>Native American Centers</u></b>								
Agua Caliente Museum	Palm Springs CA	14,000	1,600	1,100	69%	12.7	y	Tours of nearby canyons
Alaska Native Heritage Center	Anchorage, AK	70,000	26,000	6,000	23%	11.7	y	26 acres, 6 authentic life-sized Native dwellings
National Museum of the American Indian	Washington D.C.	714,000	250,000	145,000	58%	4.9	n	n/a
Heard Museum	Phoenix, AZ	200,000	130,000	48,000	37%	4.2	n	n/a
Eiteljorg Museum of American Indian & Western Art	Indianapolis, IN	113,447	125,000	40,000	32%	2.8	n	n/a
Autry National Center	Los Angeles, CA	140,000	115,000	56,000	49%	2.5	n	n/a
Barona Cultural Center and Museum	Lakeside, CA	3,944	4,800	2,000	42%	2.0	n	n/a
Buffalo Bill Historical Center	Cody, WY	192,489	300,000	119,000	40%	1.6	n	n/a
Mashantucket Pequot Museum & Research Center	Mashantucket, CT	100,000	308,000	85,000	28%	1.2	n	n/a
California Indian Museum and Cultural Center	Santa Rosa, CA	n/a	23,000	2,000	9%		y	6,000 sf outdoor exhibit/garden
Mid-America All-Indian Center Museum	Wichita, KS	60,000	n/a	n/a	n/a	n/a	y	1850s outdoor Indian village
Indian Pueblo Cultural Center	Albuquerque, NM	100,000	n/a	n/a	n/a	n/a	n	n/a
<b><u>Indoor/Outdoor Centers</u></b>								
National Hispanic Cultural Center	Albuquerque, NM	240,000	170,000	11,000	6%	21.8	y	15 acres, campus with trails
Wanuskewin Heritage Park	Saskatoon, Canada	45,000	40,000	6,000	15%	7.5	y	760 acres
Springs Preserve	Las Vegas, NV	202,000	1,540,000	80,000	5%	2.5	y	35 acres developed, 180 acres in total
High Desert Museum	Bend, OR	148,000	2,640,000	110,000	4%	1.3	y	60 acres developed, 135 acres in total
Cherokee Heritage Center	Tahlequah, OK	32,000	n/a	n/a	n/a	n/a	y	4 acres
<b>Native Centers Average</b>		<b>160,788</b>	<b>128,340</b>	<b>50,410</b>	<b>39%</b>	<b>4.8</b>		
<b>Native Centers Median</b>		<b>106,724</b>	<b>120,000</b>	<b>44,000</b>	<b>38%</b>	<b>2.8</b>		
<b>Indoor/Outdoor Average</b>		<b>133,400</b>	<b>1,097,500</b>	<b>51,750</b>	<b>8%</b>	<b>8.3</b>		
<b>Indoor/Outdoor Median</b>		<b>148,000</b>	<b>855,000</b>	<b>45,500</b>	<b>6%</b>	<b>5.0</b>		

Source: Individual Institutions, Official Museum Directory, AECOM.

**Table 13: Summary of Penetration Rates for Comparable Museums**

	Location	2009 Attendance	Estimated Visitor		Penetration Rates	
			Resident	Tourist	Resident	Tourist
<b><u>Native American Centers</u></b>						
National Museum of the American Indian	Washington D.C.	714,000	10%	90%	1.0%	5.1%
Heard Museum	Phoenix, AZ	200,000	40%	60%	1.9%	3.8%
Buffalo Bill Historical Center	Cody, WY	192,489	10%	90%	49.0%	17.3%
Autry National Center	Los Angeles, CA	140,000	90%	10%	0.9%	0.1%
Eiteljorg Museum of American Indian and Western Art	Indianapolis, IN	113,447	50%	50%	2.5%	1.1%
Mashantucket Pequot Museum and Research Center	Mashantucket, CT	100,000	20%	80%	0.6%	0.8%
Alaska Native Heritage Center	Anchorage, AK	70,000	25%	75%	4.9%	5.3%
Mid-America All-Indian Center Museum	Wichita, KS	60,000	n/a	n/a	n/a	n/a
Agua Caliente Museum	Palm Springs CA	14,000	50%	50%	0.3%	0.2%
Barona Cultural Center and Museum	Lakeside, CA	3,944	75%	25%	0.1%	0.0%
California Indian Museum and Cultural Center	Santa Rosa, CA	n/a	n/a	n/a	n/a	n/a
Indian Pueblo Cultural Center	Albuquerque, NM	100,000	n/a	n/a	n/a	n/a
<b><u>Indoor/Outdoor Centers</u></b>						
National Hispanic Cultural Center	Albuquerque, NM	240,000	65%	35%	17.8%	n/a
Springs Preserve	Las Vegas, NV	202,000	95%	5%	9.8%	0.0%
High Desert Museum	Bend, OR	148,000	25%	75%	17.6%	13.1%
Wanuskewin Heritage Park	Saskatoon, Canada	45,000	55%	45%	9.6%	2.1%
Cherokee Heritage Center	Tahlequah, OK	32,000	20%	80%	0.8%	0.5%
<b>Native Centers Average</b>		<b>160,788</b>	<b>41%</b>	<b>59%</b>	<b>6.8%</b>	<b>3.7%</b>
<b>Native Centers Median</b>		<b>106,724</b>	<b>40%</b>	<b>60%</b>	<b>1.0%</b>	<b>1.1%</b>
<b>Indoor/Outdoor Average</b>		<b>133,400</b>	<b>52%</b>	<b>48%</b>	<b>11.1%</b>	<b>3.9%</b>
<b>Indoor/Outdoor Median</b>		<b>148,000</b>	<b>55%</b>	<b>45%</b>	<b>9.8%</b>	<b>1.3%</b>

Source: Individual Institutions, Official Museum Directory, AECOM

**Table 14: Summary of Operating Characteristics for Comparable Museums**

Museum	Location	Operating Budget	Gross Building Sq. Ft.	Operating Budget per Sq. Ft.	Earned Income	Earned Income Ratio	Sources of Contributed Income
<b><u>Native American Centers</u></b>							
Mashantucket Pequot Museum & Research Ctr	Mashantucket, CT	\$5,000,000	308,000	\$16.23	\$3,100,000	62%	30 percent Tribe
Buffalo Bill Historical Center	Cody, WY	\$9,000,000	300,000	\$30.00	\$4,300,000	48%	n/a
National Museum of the American Indian	Washington D.C.	\$37,000,000	250,000	\$148.00	\$3,800,000	10%	89 percent federal government
Heard Museum	Phoenix, AZ	\$10,700,000	130,000	\$82.31	\$3,900,000	36%	n/a
Eiteljorg Museum of American Indian and Western	Indianapolis, IN	\$9,600,000	125,000	\$76.80	\$5,000,000	52%	n/a
Autry National Center	Los Angeles, CA	\$14,000,000	115,000	\$121.74	\$2,100,000	15%	45 percent Autry Foundation, little government contributions
Alaska Native Heritage Center	Anchorage, AK	\$5,300,000	26,000	\$203.85	\$1,400,000	26%	55 percent federal grants
California Indian Museum and Cultural Center	Santa Rosa, CA	\$385,000	23,000	\$16.74	n/a	n/a	n/a
Barona Cultural Center and Museum	Lakeside, CA	\$80,000	4,800	\$16.67	\$2,000	3%	
Agua Caliente Museum	Palm Springs CA	\$1,500,000	1,600	\$937.50	\$303,681	20%	30 Percent Tribe; Government support for capital costs
Mid-America All-Indian Center Museum	Wichita, KS	n/a	n/a	n/a	n/a	n/a	n/a
<b><u>Indoor/Outdoor Centers</u></b>							
High Desert Museum	Bend, OR	\$3,500,000	2,640,000	\$1.33	\$1,820,000	52%	
Springs Preserve	Las Vegas, NV	\$9,300,000	1,540,000	\$6.04	\$2,000,000	22%	45 percent Water District
National Hispanic Cultural Center	Albuquerque, NM	\$4,000,000	170,000	\$23.53	\$240,000	6%	75 percent State
Wanuskewin Heritage Park	Saskatoon, Canada	\$1,500,000	40,000	\$37.50	\$600,000	40%	60 percent provincial government
Cherokee Heritage Center	Tahlequah, OK	\$2,600,000	n/a	n/a	n/a	n/a	50 percent Cherokee Nation; government grants restricted to special projects
<b>Native Centers Average</b>		<b>\$9,256,500</b>	<b>128,340</b>	<b>\$164.98</b>	<b>\$2,656,187</b>	<b>30%</b>	
<b>Native Centers Median</b>		<b>\$7,150,000</b>	<b>120,000</b>	<b>\$79.55</b>	<b>\$3,100,000</b>	<b>26%</b>	
<b>Indoor/Outdoor Average</b>		<b>\$4,180,000</b>	<b>1,097,500</b>	<b>\$17.10</b>	<b>\$1,165,000</b>	<b>30%</b>	
<b>Indoor/Outdoor Median</b>		<b>\$3,500,000</b>	<b>855,000</b>	<b>\$14.78</b>	<b>\$1,210,000</b>	<b>31%</b>	

Source: Individual Institutions, Official Museum Directory, AECOM

**Table 15: Summary of Detailed Operating Characteristics for Comparable Museums**

Museum		Operating Budget	% Personnel Expenses	FTE Employees	Avg Staff Expenditure	% Marketing Budget
<b><u>Native American Centers</u></b>						
National Museum of the American Indian	Washington D.C.	\$37,000,000	18%	306.0	\$22,222	n/a
Autry National Center	Los Angeles, CA	\$14,000,000	50%	130.5	\$53,640	5%
Heard Museum	Phoenix, AZ	\$10,700,000	40%	80.0	\$53,750	n/a
Eiteljorg Museum of American Indian and Western Art	Indianapolis, IN	\$9,600,000	32%	51.0	\$60,784	n/a
Buffalo Bill Historical Center	Cody, WY	\$9,000,000	63%	128.0	\$44,531	5%
Alaska Native Heritage Center	Anchorage, AK	\$5,300,000	62%	43.0	\$76,744	5%
Mashantucket Pequot Museum and Research Center	Mashantucket, CT	\$5,000,000	40%	40.0	\$50,000	10%
Agua Caliente Museum	Palm Springs CA	\$1,500,000	60%	14.5	\$62,069	6%
California Indian Museum and Cultural Center	Santa Rosa, CA	\$385,000		5.0		n/a
Barona Cultural Center and Museum	Lakeside, CA	\$80,000	56%	7.0	\$6,429	3%
Mid-America All-Indian Center Museum	Wichita, KS	n/a	n/a	n/a	n/a	n/a
<b><u>Indoor/Outdoor Centers</u></b>						
Springs Preserve	Las Vegas, NV	\$9,300,000	55%	95.0	\$53,842	5%
National Hispanic Cultural Center	Albuquerque, NM	\$4,000,000	80%	47.5	\$67,368	4%
High Desert Museum	Bend, OR	\$3,500,000	63%	43.0	\$51,163	3%
Cherokee Heritage Center	Tahlequah, OK	\$2,600,000	50%	37.0	\$35,135	13%
Wanuskewin Heritage Park	Saskatoon, Canada	\$1,500,000	30%	25.0	\$18,000	5%
<b>Native Centers Average</b>		<b>\$9,256,500</b>	<b>47%</b>	<b>80.5</b>	<b>\$47,797</b>	<b>6%</b>
<b>Native Centers Median</b>		<b>\$7,150,000</b>	<b>50%</b>	<b>47.0</b>	<b>\$53,640</b>	<b>5%</b>
<b>Indoor/Outdoor Average</b>		<b>\$4,180,000</b>	<b>56%</b>	<b>49.5</b>	<b>\$45,102</b>	<b>6%</b>
<b>Indoor/Outdoor Median</b>		<b>\$3,500,000</b>	<b>55%</b>	<b>43.0</b>	<b>\$51,163</b>	<b>5%</b>

Source: Individual Institutions, Official Museum Directory, AECOM

**Table 16: Summary of Membership Characteristics for Comparable Museums**

<b>Museum</b>		<b># Members</b>	<b>Membership Price (Individual)</b>
<b><u>Native American Centers</u></b>			
Agua Caliente Museum	Palm Springs CA	350	\$35
Alaska Native Heritage Center	Anchorage, AK	5,000	\$50
Autry National Center	Los Angeles, CA	4,500	\$45
Barona Cultural Center and Museum	Lakeside, CA	no program	no program
Buffalo Bill Historical Center	Cody, WY	5,534	\$45
California Indian Museum and Cultural Center	Santa Rosa, CA	85	\$25
Eiteljorg Museum of American Indian and Western Art	Indianapolis, IN	3,100	\$50
Heard Museum	Phoenix, AZ	6,000	\$60
Mashantucket Pequot Museum and Research Center	Mashantucket, CT	3,000	\$40
Mid-America All-Indian Center Museum	Wichita, KS		
National Museum of the American Indian	Washington D.C.	49,000	\$25
<b><u>Indoor/Outdoor Centers</u></b>			
Cherokee Heritage Center	Tahlequah, OK	1,200	\$25
High Desert Museum	Bend, OR	4,500	\$50
National Hispanic Cultural Center	Albuquerque, NM	1,200	\$50
Springs Preserve	Las Vegas, NV	4,500	\$25
Wanuskewin Heritage Park	Saskatoon, Canada	200	Reviewing structure
<b>Native Centers Average</b>		<b>8,508</b>	<b>\$42</b>
<b>Native Centers Median</b>		<b>4,500</b>	<b>\$45</b>
<b>Indoor/Outdoor Average</b>		<b>2,320</b>	<b>\$38</b>
<b>Indoor/Outdoor Median</b>		<b>1,200</b>	<b>\$38</b>

Source: Individual Institutions, Official Museum Directory, AECOM



**Table 17: Summary of Key Characteristics for Culturally Specific Museums**

Cultural Facility	Attendance	Size		Visitors to Exhibit SF	Penetration Rates		
		Gross SF	Exhibit SF		Local	Tourist	
Japanese American National Museum	Los Angeles , CA	91,000	158,000	25,000	3.6	0.6%	0.1%
Wing Luke Asian Museum	Seattle, WA	220,000	60,000	40,000	5.5	5.2%	0.7%
National Civil Rights Museum	Memphis, TN	174,490	53,590	35,000	5.0	4.0%	1.8%
Birmingham Civil Rights Institute	Birmingham, AL	110,000	58,000	29,000	3.8	1.9%	7.1%
UTSA's Institute of Texan Cultures	San Antonio, TX	200,000	65,000	50,000	4.0	4.1%	1.0%
<b>Average</b>		<b>140,915</b>	<b>78,918</b>	<b>35,800</b>	<b>4.4</b>	<b>3.2%</b>	<b>2.1%</b>
<b>Median</b>		<b>142,245</b>	<b>60,000</b>	<b>35,000</b>	<b>4.0</b>	<b>4.0%</b>	<b>1.0%</b>

Source: American Association of Museums, Individual Facilities, AECOM

**Table 18: Summary of Key Characteristics for Sacramento Museums**

Cultural Facility	2009 Attendance	Size		Visitors to Exhibit SF	Penetration Rates		Admission Fee		
		Gross SF	Exhibit SF		Local	Tourist	Adult	Senior	Child
California State Capitol Museum	469,893	n/a	n/a	n/a	6.6%	6.3%	Free	Free	Free
California State Railroad Museum	367,672	100,000	72,000	5.1	5.2%	4.9%	\$9.00	\$9.00	\$4.00
Crocker Art Museum	160,000	50,000	42,000	3.8	2.9%	1.7%	\$6.00	\$4.00	\$3.00
Sutter's Fort State Historic Park	111,829	30,000	20,000	5.6	3.1%	0.5%	\$6.00	\$6.00	\$4.00
Discovery Museum	80,000	10,400	5,400	14.8	2.0%	0.5%	\$6.00	\$5.00	\$4.00
Aerospace Museum of California	75,000	37,500	20,200	3.7	1.7%	0.6%	\$8.00	\$6.00	\$5.00
California State Military Museum	70,000	12,000	8,000	8.8	1.2%	0.8%	\$5.00	\$3.00	\$3.00
California Museum for History, Women and the Arts	62,000	32,500	25,000	2.5	1.6%	0.3%	\$8.50	\$7.00	\$6.00
Governor's Mansion State Historic Park	37,501	15,000	10,000	3.8	1.1%	0.2%	\$5.00	\$5.00	\$3.00
California State Indian Museum	31,592	5,000	5,000	6.3	0.9%	0.1%	\$3.00	\$3.00	\$2.00
Leland Stanford Mansion State Historic Park	20,066	19,000	15,000	1.3	0.6%	0.1%	\$5.00	\$5.00	\$3.00
Discovery Museum Gold Rush History Center	n/a	25,000	16,000	n/a	n/a	n/a	\$5.00	\$4.00	\$3.00
<b>Average</b>	<b>135,050</b>	<b>31,140</b>	<b>22,260</b>	<b>5.6</b>	<b>2.4%</b>	<b>1.5%</b>	<b>\$6.05</b>	<b>\$5.18</b>	<b>\$3.64</b>
<b>Median</b>	<b>75,000</b>	<b>24,500</b>	<b>17,500</b>	<b>4.5</b>	<b>1.7%</b>	<b>0.5%</b>	<b>\$6.00</b>	<b>\$5.00</b>	<b>\$3.50</b>

Source: American Association of Museums, Individual Facilities, AECOM

## V. Attendance Analysis and Physical Planning Parameters

The attendance potential of the proposed California Indian Heritage Center is a function of numerous factors. This section discusses the quantitative and qualitative factors affecting the museum's attendance potential and then estimates likely attendance. In addition, key physical planning parameters are addressed.

### Attendance Analysis

Attendance at attractions and cultural facilities is a function of several factors including:

- Resident and tourist market size and characteristics;
- Quality, scale, and content of the attraction;
- Site location;
- Competitive environment;
- Level of investment; and
- Other factors such as pricing, market spending power, market acceptance, behavioral characteristics, etc.

Market factors define the basis from which attendance potential is derived, while the scope of the attraction determines the drawing power or market penetration of the attraction. The scope and drawing power of a museum or other cultural facility is a function of numerous endogenous factors such as level of initial investment, capital reinvestment, programming, image and brand identity, as well as exogenous variables such as the competitive environment. Estimates of attendance at the proposed CIHC have been based on the known market availability factors and the estimated potential of the proposed museum to capture the markets with respect to the factors discussed above.

Market penetration measures the propensity of available market segments to visit an attraction and is generally defined as the ratio of attendees from a market to total market size. Market penetration rates were applied to the total population of each of the available market segments identified in Section III to estimate the attendance potential of the CIHC.

In order to determine reasonable penetration rates, AECOM considered several factors. The attendance analysis for the California Indian Heritage Center in West Sacramento is predicated upon the following assumptions that are in effect at the time of this writing. It is important to note that alterations to these factors may materially affect the facility's ability to attain attendance within the projected range.

AECOM assumes the following characteristics and features will be embodied in the proposed California Indian Heritage Center:

- At full build out, the facility will have between 100,000 to 125,000 square feet of indoor area, with slightly over half dedicated to exhibit area and other active visitor content areas. There will also be significant outdoor areas developed with regularly scheduled programming and visitor content such as performances, demonstration, and tours.
- The facility will be developed in four phases according to the plan shown in Section II.
- The exhibits will be high quality and interactive and incorporate exhibit techniques and technology as appropriate for the time of development.
- The exhibits will have a mix of educational and entertainment value and will create a meaningful visitors experience.
- The content of the exhibits will be changed periodically so as to encourage repeat visitation, and the museum will reinvest in its facility and exhibits.
- While the exhibit content has been developed, it is assumed that the exhibits will allow visitors to have a meaningful experience through the telling of a story or stories that are well integrated.
- The museum will ensure that content meets California curricular standards for social science and history curriculum, in order to meet the needs of school groups.
- The project will be executed according to the high professional standards now envisioned.
- A reasonable price structure will be set that is in line with market pricing for similar facilities.
- The proposed museum will be managed by professionals competent in museum administration and management and will be staffed by persons with experience in museum operations, including California Indians who can tell the stories of their communities.
- The facility will maintain an aggressive marketing and promotion program.
- The CIHC will develop a robust array of programs that will be held on a regular and special events basis in order to attract visitors.
- The CIHC will work closely with California Indian communities to develop the Center into a place where tribes and tribal entities can meet and gather.
- State policies will not be created that will negatively impact the ability of the Center to attract visitors.

### **Attendance Projection**

Due to the length of time over which the CIHC will be developed and the preliminary nature of the specific program and exhibit content for each phase, we have estimated attendance using the detailed penetration rate methodology for final build-out at the end of Phase 4 in 2025. While we typically would target attendance projections for the first stabilized year of operations, which generally

occurs in the third year after opening, due to the extended time frame for this development, we believe that a projection for 2025 is more reasonable.

After estimating the attendance potential for 2025, we then developed attendance estimates for each phase based upon percentage of completion of the visitor content areas.

AECOM's projected market capture rates and attendance levels for the fully developed facility are shown below in **Table 19**. For each identified market segment, we have provided a range of likely estimates of market capture and attendance.

**Table 19: Preliminary Attendance Projection, 2025**

Market Segment	2025	Penetration Rate			Attendance		
		Low	Mid	High	Low	Mid	High
<b>Resident</b>							
Primary Market (0 - 25 miles)	2,198,000	3.5%	4.0%	4.5%	76,900	87,900	98,900
Secondary Market (25-50 miles)	1,429,000	1.5%	2.5%	2.5%	21,400	35,700	35,700
Subtotal Resident Market	3,627,000	2.7%	3.4%	3.7%	98,300	123,600	134,600
Overnight Leisure Visitor Market	5,236,000	1.5%	2.0%	2.5%	78,500	104,700	130,900
<b>Total Estimated Attendance</b>	<b>8,863,000</b>	<b>2.0%</b>	<b>2.6%</b>	<b>3.0%</b>	<b>176,800</b>	<b>228,300</b>	<b>265,500</b>

Source: ESRI, TNS TravelsAmerica- July 2008- June 2009, Smith Travel Research, AECOM

Based upon these factors, AECOM estimates that the proposed California Indian Heritage Center will attract between 177,000 and 266,000 visitors annually during a stabilized year, with a medium attendance scenario of 228,000. The resulting visitor mix is approximately 54 percent resident and 46 percent tourists (or school groups from outside the 50 mile region). It is important to note that this projection does incorporate growth in resident and tourist markets over the next 15 years.

AECOM based the interim attendance projections for Phases 1 through 3 on the relative percentage of exhibit or visitor content area completed. In order to account for the outdoor space, we created a weighted system, assuming that the outdoor area accounts for 10 percent of visitor area in its ability to attract visitors (i.e. not according to size) and that the indoor area accounts for 90 percent. The percent completion of the indoor and outdoor areas, weighted by these factors, was then calculated, and the results are shown in the table below.

As shown, we would expect that the first phase of outdoor development will attract approximately 23,000 visitors, primarily driven by tours, events, and programming, with at least 60 percent of this attendance from school groups. This attendance number does not include members of the general public who visit the facility on a regular basis with a public park purposes (i.e. morning exercise, walking the dog, etc.)

Attendance is then expected to increase to 58,000 in Phase 2 when indoor exhibits are developed, and to 136,000 when the facility size increases to nearly 51,000 square feet, with 28,000 square feet of exhibit area.

**Table 20: CIHC Estimated Attendance by Phase**

<b>Factor</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>
Gross Area	n/a	19,500	50,500	100,000
Exhibit Area	n/a	8,000	28,000	54,000
% of Exhibit Area at Completion	n/a	15%	52%	100%
% of Completion Weighted for Outdoor Area <sup>1</sup>	10%	25%	60%	100%
<b>Estimated Attendance</b>	<b>23,000</b>	<b>58,000</b>	<b>136,000</b>	<b>228,000</b>
Ratio of Visitors to Exhibit / Program Area	n/a	7.3	4.9	4.2

<sup>1</sup> In order to consider the outdoor development, we created a weighted % of completion metric which weights the outdoor area as 10% of the total visitor content area, with the indoor area accounting for the remaining 90%.

Source: AECOM

## Physical Planning Parameters

In planning for the physical size requirements for a cultural facility such as the California Indian Heritage Center, we use two different approaches. The first approach focuses on capacity, and is the amount of space required for visitors to flow comfortably through the facility. If visitors are too crowded or have to wait in lines that are too long (other than in initial years), the negative experience will discourage repeat visitation and the facility will have to deal with significant operational issues.

The second is based on the concept of critical mass and is the amount of exhibit space that is needed to actually achieve the potential penetration rates and attendance. There is a certain amount of content required to capture the attention of local residents and visitors and ensure that they have a visitor experience that is interesting and fulfilling enough to encourage them to visit again.

### Capacity Approach

In planning for the capacity requirements of any cultural attraction, the “design day” or average high attendance day is also used as a key determinant of capacity requirements needed to adequately handle expected crowd levels. For all types of visitor attractions, it is neither necessary nor economically desirable to size facilities for absolute peak periods of on-site patronage, as some degree of crowding on special holidays or other major attendance times will be accepted by the visiting public. However, the facility must be designed to comfortably accommodate peak crowd



loads on a normal high day of attendance, or lasting negative effects on visitation performance will result.

The projected design day visitation for the CIHC by phase is shown in the table below.

**Table 21: Projected Design Day Attendance and Minimum Required Exhibit Area**

<b>Peak In-Museum Analysis for Stabilized Year (2022)</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>
Estimated Mid-Scenario Annual Attendance	58,000	136,000	228,000
Peak Month Attendance (@ 12% of total)	6,960	16,320	27,360
Weekly Attendance in Peak Month (@ 22.5% of peak month)	1,566	3,672	6,156
Design Day Attendance (@ 22% of week)	348	817	1,370
Peak In-Museum Attendance (40% of design day)	139	327	548
Exhibit Sq. Ft. per Person	50	50	50
<b>Minimum Exhibit Area Required (SF)</b>	<b>7,000</b>	<b>16,300</b>	<b>27,400</b>
<b>Planned Exhibit Area (SF)</b>	<b>8,000</b>	<b>28,000</b>	<b>54,000</b>

Source: AECOM

This exhibit area shown in the above table is the minimum amount required for comfortable visitor flow. As shown in our analysis, given the minimal seasonality and peaking in the Sacramento market, there appears to be adequate exhibit area to comfortably accommodate the expected visitor flows in all phases.

### **Critical Mass Approach**

The key operating ratio to determine the exhibit space required to create enough critical mass to attract visitors is the ratio of visitors to exhibit square feet. As shown previously, the ratio of visitors to exhibit area starts relatively high at 6.4 in Phase 2, drops to 4.7 in Phase 3, and stabilizes at 4.3 upon project completion. While the average for most museums is around 5, we believe that a lower ratio of 4 is appropriate for the CIHC, particularly given its relatively isolated location and the resulting need to create more activity and critical mass to attract visitors to the site. In Phase 1 and 2, significant programming and visitor marketing efforts will be required to ensure that the facility reaches its attendance potential.

## VI. Governance Plan Key Findings

The CIHC is the result of a long-standing desire to create a place that honors the diversity and history of California Indian people. As noted in the Introduction section of this report, significant progress in the planning for this facility has been made in recent years. One of the key issues related to the CIHC's development is the governance structure for the facility.

The CIHC Task Force established a Governance Subcommittee, which recommended the development of a non-profit corporation to work in collaboration with DPR to plan, develop, and operate the CIHC (see Appendix A for Board resolution regarding governance). In April 2007, Articles of Incorporation formally established the California Indian Heritage Center Foundation, Inc. as a non-profit public benefit corporation organized —to promote the educational and interpretive activities of the California Indian Heritage Center. At that time, the Foundation Board was established with 11 members (the Foundation Bylaws allow up to 15 members), including the Capital District Superintendent, DPR, and Executive Secretary of the Native American Heritage Commission, as ex-officio members. The Bylaws state the Foundation's mission:

*It is the mission of the Corporation to raise funds to support the existing California State Indian Museum, as well as the development and operation of the California Indian Heritage Center, and to further the educational and interpretive activities for the benefit of the public.*

With a non-profit foundation in place, MMC, as part of the AECOM team, was tasked with evaluating the available options for the CIHC's governance structure, as well as identifying best practices in comparable organizations serving statewide Native American communities. The Task Force Vision Statement declares the CIHC shall be under the guidance of California Indian people. At the same time, the State will be a partner in the CIHC governance structure, as DPR owns the collections, will own the land, and will be a donor to the capital project. Developing a contractual relationship between DPR and the CIHC that will provide the non-profit partner and the State the necessary and desired levels of influence and/or control, and maximum flexibility for both parties is the purpose of MMC's study.

The full MMC report can be found in Appendix 1.

### Methodology

To begin, MMC reviewed past planning documents developed by the CIHC Task Force, DPR, and previous consultants. MMC then conducted a series of interviews in two phases. The first phase included a total of 21 interviews held in Sacramento in December 2008. Interviewees included CIHC Task Force members, CIHC Core Advisors, DPR representatives, City of West Sacramento representatives, and other stakeholders. During these interviews, MMC inquired about previous

planning efforts, vision for the CIHC, potential funding and governance structures, ways to represent Native American interests in the governance structure, and challenges facing the project.

The second phase of interviews was conducted in November and December 2009 after a state-imposed ten-month project hiatus resulting from California's budget crisis. This phase included MMC discussions with the directors of five comparable institutions: three museums that have public/private partnerships between non-profit entities and the State of California, and two Native American cultural centers—one in Oklahoma and the other in Alaska—that preserve and celebrate the traditions of tribes across their respective states.

### **Summary of Interview Findings**

The first phase of interviews with CIHC Task Force members and other stakeholders provided a thorough understanding of the project, its vision, and some funding alternatives, but it did not offer Museum Management Consultants significant insight about the CIHC's potential governance structure. Although the interviewees were all deeply involved with and committed to the CIHC project, most did not fully understand the complex partnership models used by DPR necessary to guide the consulting team on feasible governance structures. That being said, there was broad consensus among interviewees about the need to establish a Board of Directors with majority representation by California Indians, including representation that reflects geographic and tribal diversity. With 103 recognized tribes and an estimated 61 unrecognized tribes in California, ensuring the integration of all voices is a significant challenge.

Interviewees also agreed on the need to establish a board with individuals who are passionate about the CIHC project, can serve as advocates for the organization, and have the financial capacity to support the CIHC through personal donations and/or fundraising in the community. MMC's interviews revealed a desire for a true partnership between the California Indian community and DPR, but California Indians should tell their own stories at the CIHC.

The second phase of interviews with comparable organizations allowed MMC to hear directly about the benefits and limitations of the public/private partnerships available to the CIHC. MMC spoke with the directors of El Presidio de Santa Barbara State Historic Park, which utilizes the Operating Agreement model (an agreement between DPR and another entity for the administration, operation, maintenance, and control of lands owned by any party to the agreement for purposes of the State Park System); the California State Railroad Museum, which utilizes the Cooperating Association model (a model that allows DPR to enter into a contract with a public benefit corporation to sell interpretive materials and conduct fundraising on behalf of DPR); and the California Science Center, which operates as a department of the State of California through a unique private-public partnership between the State and a non-profit foundation. Although numerous additional models exist for DPR's

public-private partnerships, the Cooperating Association and Operating Agreement are the two deemed available to the CIHC at this time through existing DPR avenues. However, while both of these models are viewed as having significant benefits for both DPR and the private entity involved, neither is ideal. Some CIHC stakeholders have suggested that the model employed by the California Science Center is a better fit for the CIHC.

During the second phase of interviews, MMC also spoke with the directors of the American Indian Cultural Center & Museum in Oklahoma City and the Alaskan Native Heritage Center in Anchorage. These interviews provided insights into best practices for integrating numerous tribal voices into an organization's governance structure.

## **Recommendations for Governance**

Based on the findings from MMC's interviews with project stakeholders, as well as the research on comparable organizations, this section outlines MMC's recommendations for governance of the CIHC.

### **Public/Private Partnership Model**

In 2004, the Governance Subcommittee of the CIHC Task Force reported that a partnership between California Indians and DPR could jointly represent legitimacy and authenticity and provide resources that could operate the Center. The question of how this partnership should be formed, however, is the subject of the current study.

#### ***Pros and Cons of Existing Public/Private Partnership Models***

As acknowledged by a number of MMC interviewees, and in MMC's opinion, none of the existing public/private partnership models in use by DPR is an exact fit for the needs of the CIHC. MMC's assessment of the pros and cons of the Operating Agreement and Cooperating Association models are presented below in **Figure 14**.

A key issue with these models is that one side – the non-profit or the State – has significantly more control over the operation than the other. MMC believes that the public/private partnership model currently in place at the California Science Center is a closer fit to the needs of the CIHC than an Operating Agreement or Cooperating Association because it has a more integrated governance model. Its operational structure and financial support are managed in partnership by the State and the non-profit, with the institution being led by one chief executive.

With all its merits, the California Science Center model also has potential pitfalls if applied to a new organization like the CIHC. The California Science Center has two governing boards: a Board of Directors appointed by the Governor to set policy, and a self-electing Board of Trustees for the Foundation to fundraise for the institution. While this dual-board structure has been effective at the

Science Center, MMC does not recommend this type of arrangement for the CIHC because it has the potential to be problematic if the two boards do not coordinate effectively. Rather, as described in more detail below, MMC suggests an integrated board that includes both State and non-profit representatives in the same governing body.

Similar challenges exist with the dual-staffing structures that result from having State employees and Foundation employees. This structure creates the possibility of unequal pay and benefits for equivalent positions, duplication of staff roles, a perceived imbalance of power, and a lack of unity across organizations.

**Figure 14: Pros and Cons of the Operating Agreement and Cooperating Association Models**

Operating Agreement	
<b>Pros</b>	<b>Cons</b>
<ul style="list-style-type: none"> <li>• Non-profit has autonomy in operating the organization</li> <li>• There is flexibility in hiring staff and recruiting Board members</li> <li>• Revenue generated in park stays in park</li> </ul>	<ul style="list-style-type: none"> <li>• DPR has limited control over operations</li> <li>• DPR policy restricts DPR staff from serving on Board</li> <li>• State does not provide financial support for operations</li> <li>• Legislation is required to establish an Operating Agreement</li> </ul>
Cooperating Association	
<b>Pros</b>	<b>Cons</b>
<ul style="list-style-type: none"> <li>• Organization is operated as a partnership between DPR and non-profit, with DPR having ultimate authority</li> <li>• State provides a percentage of operating financial support</li> <li>• Non-profit has ability to raise additional funds from private sources</li> <li>• No legislation required to establish Cooperating Association</li> </ul>	<ul style="list-style-type: none"> <li>• DPR has ultimate authority; non-profit has limited control over operations</li> <li>• No direct lines of authority between public and private entities; cooperation relies on personal relationships</li> <li>• Organization has two different Boards</li> <li>• Staff works for two different directors (Museum Director and Foundation Director)</li> <li>• Two different employers (State and non-profit) creates potential inequities</li> <li>• Recruitment of staff for public side is made more difficult by State hiring requirements</li> </ul>

### A New Model for the CIHC

Since the CIHC will be a new State Park unit, DPR and the CIHC Foundation have the opportunity to form a unique public/private partnership that incorporates best practices from existing models,

eliminates elements that have been problematic for other institutions, and serves the needs of the CIHC.

To ensure an integrated and effective partnership between the two parties, MMC recommends the creation of a governance and operating model in which a united staff reports to one Chief Executive Officer (CEO), who reports to a single Board of Directors. Since the CIHC Foundation Bylaws and a Board of Directors have already been established, the new governance model proposed by MMC will require modifications to both. Enabling legislation will also be required to formalize the structure.

Discussion of the proposed Board structure follows, along with a discussion of its implications on staffing.

### ***CIHC Board of Directors***

For the ongoing development and eventual operation of the CIHC to be successful, the organization will require a committed and effective Board of Directors to carry out the following responsibilities:

- Determining/approving the organization's mission and strategic direction, and setting policy for the CIHC
- Raising funds for the organization through personal contributions and/or fundraising from others (i.e., —give or get)
- Selecting the Executive Director
- Supporting the Executive Director and assessing his or her performance
- Ensuring financial stability through oversight of the organization's finances
- Ensuring legal and ethical integrity and maintaining accountability
- Ensuring effective organizational planning
- Ensuring that the organization's programs and services advance the mission
- Enhancing the organization's public standing (i.e., serving as ambassadors for the CIHC)
- Recruiting and orienting new members of the Board and assessing performance of the Board
- Proposed job descriptions for Board members and officers (Chair, Immediate Past Chair, Vice Chair, Secretary, and Treasurer) are provided in Appendix 1 along with the full MMC report.

### ***Board Composition***

MMC recommends that the current CIHC Foundation Board of Directors be expanded to no more than 25 members (current Bylaws allow a maximum of 15). As previously agreed upon by the CIHC Task Force, this should be a —blended, public/private Board that reflects the core constituents of the CIHC: California Indian tribes, DPR, and other community representatives or stakeholders.



Regardless of constituent group, each Board member should be personally committed to driving the development of the CIHC and to ensuring the long-term sustainability of the organization.

- California Indians - All CIHC stakeholders interviewed by MMC agreed that no less than 51% of Board members should be California Indian people. Assuming a 25-member Board, this equates to at least 13 seats being filled by California Indians. Interviewees were also consistent in their acknowledgement that it will be challenging to ensure broad representation of California Indian tribes on the Board given how many tribes exist. Interviewees made comments such as: “The Board needs to have a balance of individuals who can raise money for the CIHC and tell the story of California Indian people. Board members have to be influential individuals with the ability to inspire trust in others.” MMC recommends that a Nominating Committee of the Board be established to create and carry out a strategy for inclusiveness on the Board. While the number of seats on the Board of Directors is ultimately limited, additional California Indian representation can be achieved through participation on a variety of Board Committees. There is no limit to the number of California Indian Board members; where possible, candidates for the seats designated for community representatives (and State representatives, if applicable) should be filled by California Indian people who meet the designated criteria for those positions.
- State Government - The State is not only an operating partner for the CIHC, but it is also expected to be a primary funder for the capital project and for ongoing operations. Including California State government representatives on the Board will help to ensure a strong partnership. MMC recommends that approximately 20% of the seats on the Board (which amounts to five seats on a 25-member Board) be designated for State government representatives. These individuals could be appointed by the Governor and/or Legislature, or they could serve as ex-officio members of the Board (with voting rights), meaning that they are on the Board —by reason of their office. The CIHC Foundation Board currently has voting ex-officio positions for the Executive Secretary of the Native American Heritage Commission and for the District Superintendent, Capital District State Museums and Historic Parks.
- Community Representatives and Other Stakeholders - The remaining seats on the Board should be open to additional community representatives and stakeholders, which can be defined broadly to include business leaders with relationships to California Indian tribes, philanthropists with a commitment to the mission of the CIHC, high-level representatives from the educational or cultural sector, and representatives of the City of West Sacramento, among others. In addition to their ability to personally make a financial contribution to the organization and/or fundraise for the CIHC, these individuals must possess a deep

appreciation for the diversity and history of California Indian people, be recognized as a leader/influencer, and have prior experience on cultural and/or educational institution boards.

### ***Terms of Office***

MMC suggests that the term of Board member service be three years and that a limitation be established that each Board member can serve a maximum of two, three-year terms (current Bylaws state that Board members can serve a maximum of three, three-year terms). After the two terms have expired, the Board member will rotate off the Board for a period of no less than one year, after which time he or she can be considered for re-appointment. No more than one third of the Board should have terms of office that expire in the same year.

### ***Meeting Schedule and Structure***

As stated in the current Bylaws, the Board will meet quarterly, and one of these four meetings will be an Annual Meeting. At the Annual Meeting, officers and directors will be elected, and the annual budget will be adopted. MMC recommends that all regular Board meetings be held in Sacramento and that the Annual Meeting rotate by region within California.

### ***Board Committees***

Board committees can be formed to serve particular needs of the CIHC. Committees should be chaired by Board members but when appropriate, made open to participation by outsiders, as well. This is an effective way to bring additional perspectives and skills to the work of the Board. In addition, it creates opportunities to cultivate future Board members and to keep past Board members engaged with the organization. A discussion of suggested Board committees follows.

- Executive Committee - Given that the CIHC Board will be relatively large (up to 25 members), and that its members will likely reside across the State of California, it will be beneficial to form a smaller Executive Committee made up of the Board's officers and others (approximately seven members total). The Executive Committee would meet more frequently than the full Board to address time-sensitive issues, as well as routine matters that do not require the attention of the full Board, and act on behalf of the Board as necessary. While the Executive Committee may be granted special powers in the Bylaws, the full Board should always validate decisions at its regular meetings.
- Nominating Committee - The role of the Nominating Committee will be to identify and recruit new Board members, as well as to ensure that each Board member is equipped with the proper tools and motivation to carry out his or her responsibilities. As discussed above, the Nominating Committee will have special responsibility for developing and carrying out a strategy to ensure inclusive representation.

- Fundraising Leadership Committee/Development Committee - Given that the CIHC will be undertaking a major capital campaign, it will be important to form Fundraising Leadership Committee of Board members and others who have the ability to donate and/or raise significant funds for the CIHC. Formation of the Fundraising Leadership Committee will provide an excellent opportunity to engage individuals (or individuals representing tribes or other stakeholders) who want to be part of the fundraising effort for the CIHC but who do not have the time or inclination to serve on the Board. Upon completion of the capital campaign, the Fundraising Leadership Committee may evolve into an ongoing Development Committee to support the CIHC's annual operations. The role of the committee will be to review the recommendations of the Executive Director for fundraising and membership programs and government relations, and to be responsible for the successful achievement of fundraising goals through active participation in the fundraising process. The Development Committee will recommend to the Board for its approval development goals for membership, annual fundraising, capital campaigns, and endowment funds.
- Cultural Committee - Based on the model of the Program Policy Committee of the Alaska Native Heritage Center Board, MMC recommends that the CIHC Board form a Cultural Committee, the role of which will be to maintain cultural authenticity for the CIHC. The Cultural Committee would have broad participation by representatives of California Indian tribes. Like the committee in Alaska, the Cultural Committee could form sub-committees from different regions of the state. In such a structure, each sub-committee would meet two or three times per year and would be responsible for nominating a pre-determined number of representatives from each region to serve a set term on the Cultural Committee and ensure that tribal representation in their region is equitable. While a number of Native American cultural centers have formed advisory committees or councils of tribal elders separately from the Board, MMC's research suggests that integrating the Cultural Committee into the Board of Directors can give the committee's function added legitimacy and power, and it can ensure more effective communication between the Cultural Committee and the full Board of Directors.
- Finance Committee - The role of the Finance Committee will be to oversee the CIHC's finance, budget, and investment matters. Responsibilities should include, but not be limited to, monitoring the corporation's stewardship of entrusted funds, the performance of investment managers, the annual audit, and reporting findings, conclusions, and recommendations to the Board.
- Facilities and Grounds Committee - The purpose of the Facilities and Grounds Committee will be to work in partnership with the DPR project team to oversee details of the CIHC

- construction. Once the CIHC is open, the committee will continue to work with DPR project teams in reviewing future building projects.
- Marketing Committee - The Marketing Committee will set policies regarding the CIHC's marketing and public relations activities and its public image in general and assess the activities that directly affect it.
  - Other Committees - Additional committees and/or short-term task forces can be formed as appropriate.

### **CIHC Staff Structure**

A more detailed staffing structure is included as part of the financial analysis in the following section. However, it is important to comment on how the governance structure will impact staffing for the CIHC. Although many cultural organizations have employed the bifurcated staffing models seen at the California State Railroad Museum and California Science Center, where staff is hired to work for the non-profit or the State, it is rarely the model of choice for a new organization being formed today. As stated previously, having two organizations, and thus two groups of employees, has the potential for inequity in pay and a lack unity across all employees.

The directors of the Railroad Museum and Foundation, as well as the director of the California Science Center indicated to MMC that having staff work for two organizations may appear rigid on paper, but in practice, the line between the two organizations is blurred and staff works together toward the same goal. At the California Science Center, this is easier because all staff members work for the same director; this is an improvement on the Cooperating Association model in which the two staffs report to two directors who do not report to one another. But in order to ensure that his staff works in unison and does not feel an "us versus them" undercurrent in their office environment, Jeff Rudolph of the California Science Center said he dedicates a significant amount of effort to creating a collegial environment. Unfortunately, the smooth functioning of a two-tiered staff structure is largely dependent on the personal relationships between the directors, as there is nothing written into the organizations' contractual agreements to ensure that staff work together and are treated equally.

As explained above, MMC recommends that the CIHC, like the California Science Center, be led by a single CEO. The contractual agreement between DPR and the CIHC Foundation should be considered carefully to ensure that State and non-profit employees will be treated equitably and that the staffing model will be as efficient as possible.

Everyone involved with planning for the CIHC agrees that hiring California Indians to work for the CIHC in key positions is a necessity. The State's civil service exam requirement and highly restrictive hiring guidelines may present a challenge to hiring candidates who are the best overall fit for the

CIHC. Given these restrictions, the CIHC will want to strategically consider which positions should be employed by the State and which should be employed by the non-profit side of the organization. For example, if the CIHC hopes to employ Native Americans in positions to interpret the stories being told at the CIHC, it may want to place those positions on the non-profit side to allow for the greatest hiring flexibility.

## **Summary of Recommendations**

The following summarizes MMC's governance recommendations:

- Establish a governance model in which the CIHC is led by one CEO who reports to a single Board of Directors.
- Research and define the CEO's oversight role of both State and non-profit employees.
- Expand the current Board of Directors to no more than 25 members, with at least 51% representing California Indian people, no more than 20% representing State government, and the remainder representing community representatives/other stakeholders.
- Populate the Board with individuals who are passionate about the CIHC mission, can serve as advocates for the organization, and have the financial capacity to support the CIHC through personal donations and/or fundraising.
- Set terms of office for Board service at a maximum of two, three-year terms.
- Create Board committees to serve particular needs of the CIHC; utilize Board committees to invite outside voices and expertise.
- Form a Cultural Committee to involve broad tribal representation and to ensure cultural authenticity.
- Establish a staff structure that promotes equality and includes flexible hiring practices
- Prioritize the hiring of California Indians in key staff roles.
- Conduct research on legislative and regulatory requirements to implement the proposed governance and staffing structures.

## **VII. Financial Analysis**

This section presents a preliminary financial analysis for the proposed CIHC, analyzing estimated earned income and operating expenses and identifying the amount of contributed income that will need to be raised on an annual basis.

The purpose of this operating analysis is for planning, and the level of precision in estimates of revenue and operating costs reflects this objective. The estimates are meant to serve as a guide for overall fundraising and development efforts based upon the preliminary concept as it stands today. It is likely that both the concept and conditions may shift over the next several years prior to opening, both of which will affect earned income and operating budget. Furthermore, the way in which museums operate, market themselves, and create meaningful visitor experiences is likely to change in the next 20 years, when this project will be at final build out. Therefore, the purpose of this section is to provide project stakeholders with an understanding of likely operating costs, earned revenues, and required contributed income. Our analysis is based primarily on industry standards and benchmarks adjusted for local conditions and specific operating characteristics of the proposed museum. It is primarily driven by projected attendance, facility size, amount of exhibit area, and reasonable per capita expenditures given the performance of similar institutions.

The estimates in this section are provided by category, but it should be noted that the intent is to set broad parameters and general categories that can be used for planning. The actual allocation of expenditures will be highly influenced by the CIHC management and Board leadership priorities, as well as specific programmatic and operational opportunities.

All projections are shown in constant 2011 dollars. We have focused our analysis on the first two phases of development given the long term time frame projected for the final completion of this project.

### **Earned Income**

Museums and cultural institutions typically receive two types of revenue: earned revenues and contributed income. Earned income includes revenue that is generated in exchange for a service, product, or privilege, and typically includes items such as admission fees, retail sales, food and beverage sales, program and workshop income, and facility rentals. Contributed income typically includes sources such as individual donations, grants, public / government funding, and annual fundraisers.

This analysis focuses on the identification of earned income, operating costs, and the gap that will be required to be filled by contributed revenue in the form of private donations, foundation grants,



government subsidies, etc. Membership revenue has been estimated in this analysis, although it is frequently considered contributed income.

## Phase 1

The first phase of the CIHC's development includes outdoor amenities only in physical development. We assume that there will be active programming efforts and guided interpretive programs for students and the community at the CIHC site. In addition, during Phase 1, the State Indian Museum operations will begin to be integrated into the CIHC operations and moved to the CIHC site. The State Indian Museum will still operate, although it will start to shift content and operations to the CIHC so that by Phase 2 it will be completely integrated into the CIHC. The financial analysis for the CIHC in Phase 1 includes a hybrid of State Indian Museum and CIHC operations. Key assumptions related to revenue during Phase 1 are as follows:

- Admissions – There are three major factors that determine revenue from admission: admission price structure, admission yield, and attendance. The attendance has already been discussed in the previous section. We assume that there will be some “admission” charge for students, groups, and other visitors to take a guided tour of the site, and there will continue to be attendance at the State Indian Museum. For purposes of analysis, we have assumed a \$3 adult “admission” fee, with a 60 percent yield on admissions. The yield on admissions reflects an average price per person and incorporates reduced prices for student groups, children, and seniors, as well as member visits, comps, and other discounting.
- Retail Sales – We assume retail sales of \$2 per capita, primarily at the State Indian Museum. This also reflects some retail sales during special events held at the CIHC site. The cost of goods sold for the retail items is assumed to be 50 percent.
- Program Revenue – We have assumed some minimal program income of \$12,000 for Phase 1. This includes special events, festivals, and other programs that can support “upcharges.” We assume that the majority of visitors to the CIHC site itself will be program driven, and that a variety of programs with different levels of depth will be offered. The \$12,000 estimate assumes that approximately 25 percent of visitors spend an additional \$2 on a program, on average, at both the State Indian Museum and the CIHC.
- Facility Rentals – A minimal amount (\$4,000) of facility rental income is assumed to occur through outdoor events at the CIHC and/or events at the State Indian Museum.
- Membership – Membership income is the second largest category after admissions revenue. We estimated membership revenue by using typical ratios of members to attendance, which resulted in around 700 members, and an average price of \$50.

In total, earned income in Phase 1 totals \$115,000. This is a modest amount which includes some operations at the State Indian Museum as well as outdoor programming, events, and other activities at the CIHC site as the first building component is being developed.

## Phase 2

In Phase 2, a building with approximately 20,000 gross square feet which includes 8,000 square feet of exhibit area will be developed. We assume that at this point the State Indian Museum operations have been fully integrated into the CIHC, so all revenues in our financial analysis reflect CIHC operations only. Specific assumptions are described as follows:

- Admissions - We estimate an admissions fee of \$5 for adult admission, with slightly reduced prices for children and seniors. While this is a modest price, we assume that the facility will continue to have a robust offering of programs which will increase per capita spending through “upcharges” for programs.
- Retail Sales - We assume retail sales of \$3 per capita, with a cost of goods sold for the retail items assumed to be 50 percent.
- Program Revenue - Income from programs, workshops, festivals, etc. is estimated to be \$93,000, which assumes that approximately 20 percent of visitors participate in a program with an average fee of \$8. This average can be a mix of more in depth experiences that will likely cost more (longer workshops, children’s day programming, etc.) and shorter experiences such as lectures that may cost less.
- Facility Rentals - We have estimated facility rental income at \$10,000, which is approximately 8 to 12 medium or large events, in addition to smaller classroom rentals.
- Membership - Membership income was based on industry standard ratios of members to attendance, similar to the approach used in Phase 1.

Given these assumptions, earned revenue for Phase 2 totals approximately \$454,000.

## Operating Costs

AECOM worked with DPR to estimate operating costs for Phase 1, which will include partial operations at the State Indian Museum as well as basic maintenance for the outdoor facilities at the CIHC.

For both phases, we went through a series of steps to analyze operating budget. First, we developed an overall budget that we believe to be reasonable for the CIHC, given its content, scale, and operating characteristics in each phase. Next, we developed planning level assumptions for each line item in the operating budget. We then compared the total budget per square foot (in the case of Phase 2 only) to comparable facilities and industry averages to confirm that the operating budget

created was reasonable. It should be noted that the operating budget reflected here represents a reasonable operating budget for this facility. While we have divided costs into general categories, this is not meant to be a specific line-item budget, but rather, to reflect a general level of operations and programs required to attract the attendance we have projected and fulfill the goals for the CIHC in each phase.

### **Phase 1**

The operating budget for Phase 1 is estimated to be approximately \$265,000, which includes \$150,000 for three full-time equivalent (FTE) staff at different levels. We have also included a fairly significant marketing budget of \$20,000, which will be important to attracting visitors and attention to the new facility as it begins its development. A line item for public safety has also been included to reflect weekend and evening security.

### **Phase 2**

The operating budget for Phase 2 is estimated to be approximately \$778,000, or \$40 per square foot. The range of operating cost per square foot metrics for similar institutions is very wide. However, given nearby DPR operations which will likely offer some efficiencies, we feel that \$40 per square foot is adequate for Phase 2 operations.

Operating cost categories are described as follows:

- Payroll costs - We estimate that payroll costs, including salaries and benefits, will comprise around 50 to 55 percent of total operating costs. This is slightly higher than the ratio will likely be at full build-out, but given the need for a robust offering of programs, education, and interpretation, having an adequate number of staff members is essential. This payroll budget reflects approximately seven FTE staff.
- Administrative / Overhead - Items such as insurance, legal, and other administrative costs were estimated to be three percent of the total budget.
- Supplies and Services - In addition to basic supplies, this category includes contract labor for special projects and is estimated to be approximately four percent of total budget.
- Utilities – AECOM calculated utilities using a \$2.50 per gross indoor square foot estimate.
- Building Maintenance and Janitorial - These costs were assumed to be \$2 per square foot.
- Education and Interpretation – This category includes exhibits, education activities, and other programming and only includes non-staff costs (although it can include contract labor). We have estimated a \$100,000 budget for this item.
- Marketing - The industry standard for marketing budgets is between five and seven percent of operating budget. For purposes of analysis, we have used a 6% factor for the CIHC Phase 2.

- Public Safety – Security costs are estimated to be \$100,000, which includes overnight and weekend security as appropriate.

## Summary of Financial Analysis

A summary of AECOM's financial analysis is shown in **Table 22**. As indicated, we estimate that during Phase 1, the CIHC (including State Indian Museum partial operations) will generate earned revenue of \$115,000, with operating costs of \$265,000. After a DPR allocation of \$131,000, there will be approximately \$20,000 required in private contributed income through fundraising events, private donations, corporate sponsorships, or foundation grants. The earned income ratio for Phase 1 is estimated to be 43 percent.

In Phase 2, the CIHC is estimated to generate earned income of \$454,000, with operating costs of \$788,000 (earned income ratio of 56 percent). After \$120,000 in projected funding from DPR, there will be approximately \$229,000 required in private contributions on an annual basis. This amount is reasonable given typical fundraising efforts in the industry.

## Key Findings from Fundraising Assessment

As described in previous sections, the total cost of the CIHC at build-out is expected to be close to \$150 million, divided into four phases. In order to assess the feasibility of raising these funds, Ansbach and Associates, a member of the AECOM team, conducted research in two phases. The findings of their second phase of work are included here, while detailed findings and summaries of interviews are included in Appendices 2 and 3. It should be noted that the Fundraising Assessment has made specific recommendations with respect to Board structure, which primarily relate to the capital campaign efforts. The MMC governance structure recommendations are broader and were designed with the ongoing operations of the CIHC in mind rather than the capital campaign effort.

## Case Statement

The CIHC project will be built in phases.

DPR is planning to proceed with Phases 1 and 2 at the conclusion and adoption of the General Plan and acquisition of the land necessary to proceed with the project. DPR currently has acquired 8 acres of property contiguous to an additional 43 acres for which DPR has an agreement with the City of West Sacramento for the development of the project. Phases 1 and 2 consist outdoor improvements that include walking paths, amphi-meadow (including amphitheater) and ceremonial grounds, plus a core display facility large enough to exhibit the majority of tribal treasures (collections) currently under the care of DPR.

**Table 22: CIHC Preliminary Operating Budget – Phase 1 and 2**  
In constant 2011 dollars

<b>Key Assumptions</b>	<b>Phase 1</b>	<b>Phase 2</b>
Attendance	23,000	58,000
% of Attendance at Build Out	10%	25%
Gross Square Feet	n/a	19,500
Exhibit SF	n/a	8,000
Admission Price	\$3	\$5
Average Membership Price	\$50	\$60
Retail Per Cap	\$2.00	\$3.00
Food & Beverage Per Cap	\$0	\$0
<b>Earned Revenues</b>		
Admissions Revenue	\$41,000	\$145,000
Gross Retail Sales	\$46,000	\$174,000
Minus Cost of Goods Sold	<b>(\$23,000)</b>	<b>(\$87,000)</b>
Net Retail Sales	\$23,000	\$87,000
Food & Beverage Sales	n/a	n/a
Minus Cost of Goods Sold	n/a	n/a
Net Food & Beverage Sales	n/a	n/a
Program / Workshops / Upcharges	\$12,000	\$93,000
Facility Rentals	\$4,000	\$10,000
Membership	\$35,000	\$104,000
<b>Total Earned Income</b>	<b>\$115,000</b>	<b>\$439,000</b>
<b>Operating Expenses</b>		
Payroll Costs	\$150,000	\$400,000
Administrative / Overhead	\$10,000	\$24,000
Supplies and Services	\$5,000	\$32,000
Utilities	\$10,000	\$48,000
Building Maintenance & Janitorial	\$20,000	\$39,000
Education & Interpretation	\$20,000	\$100,000
Marketing	\$20,000	\$45,000
Public Safety	\$30,000	\$100,000
<b>Total Operating Expenses</b>	<b>\$265,000</b>	<b>\$788,000</b>
<b>Gap Requiring Contributed Income</b>	<b>\$150,000</b>	<b>\$349,000</b>
Parks Allocation District Funding	\$131,000	\$120,000
<b>Remaining Amount Requiring Private Funding<sup>1</sup></b>	<b>\$19,000</b>	<b>\$229,000</b>
<b>Key Metrics</b>		
Operating Cost per Gross SF	n/a	\$40
% Labor Cost	57%	51%
Earned Income Ratio	43%	56%
Estimated FTE	3	7

<sup>1</sup> Private funding includes contributed income from individuals, foundations, and corporations through grants, special fundraising events, sponsorships, etc.

These phases will also facilitate periodic special and visiting exhibits and collections from local tribes and other museums. The cost of the core facility must be kept between \$25 million and \$35 million or lower, including the cost of the outdoor improvements. DPR and the CIHC Foundation will seek donations to augment public bond funding for these two phases. Phases 3 and 4 will add major additions to the physical plant, and will complete the vision created for the CIHC over years of discussion and planning with tribal representatives. As events and programs take place at the CIHC and as visitors arrive to enjoy the displays, the partnerships with California Indian people can determine the value of expanding the facility and the feasibility of funding these phases in the future.

During Phases 1 and 2, the project will expand existing programs and opportunities to provide advisory support to local tribal museums as requested. The purpose of these programs is to facilitate outreach to tribal museums, and to help them through the auspices of the CIHC to achieve their full potential for exhibit development and museum management, and increased attendance and interest.

The result of Phase 1 and 2 will be an expanded presence (from the existing State Indian Museum now located on the ground of Sutter's Fort State Historic Park), in order to satisfy the commitment of DPR to California Indian People to provide for a major presence in the Capital City of Sacramento which celebrate and honors California Indians. This approach makes the project far more likely to get started soon and addresses the major issues that have impeded its progress.

### **Summary of Interview Findings**

Without exception, the interviewees indicated that the revised, phased plan for building the CIHC was more feasible than trying to build the whole project at this time, especially at its projected cost. Key comments are as follows:

- The current State budget crisis and economic conditions nationwide have reduced opportunities for private support, whether from tribes themselves or businesses that would likely support the project in better economic times. For example, gaming revenue is down for those tribes that engage in casino operations. Therefore, input from those sources support a phasing approach with more modest upfront investment reflected in Phases 1 and 2.
- Additional comments pointed to the experience of some tribes that building facilities that were too large at first could later become a financial burden and were sometimes not necessary at all. It was suggested that growing the facility incrementally was a good approach and any future additions should be based not only on the availability of funds but also on the results of monitoring the number visitors and documenting their needs and interests.
- Several interviewees pointed out that the planning for the CIHC had been done over many years and that getting something completed now would send a positive message around the



- state among the tribes that it was, in fact, getting underway. That action would likely spark more involvement among the tribes in not only the initial programs but also the next phases of construction.
- The idea of the CIHC facilitating and providing technical assistance (exhibits, management expertise and other services) to the local tribal museums seemed to many interviewees to be a viable and valuable service. Some recommended talking with the local leaders at length initially and then on an on-going basis to make sure the assistance provided was valued.
  - There were several suggestions from interviewees about how they thought the CIHC from its inception should be managed, how displays should be developed, how loans of tribal artifacts should be made and what role Indians should play in staffing the new facility. Overall, the displays should be unified in theme, accurate in information, entertaining enough to attract visitors and memorable so the messages about California Indians are retained by the viewers. There is a strong desire that the displays be authentic and factual in terms of revealing the true stories of the lives of Indians in California. California Indian People should be directly involved in determining content. Many saw the Center as an important bridge of understanding with non-Indians. Loans of tribal treasures (collections) now in the care of DPR should be made to local tribal museums on a regular basis. The majority of the CIHC Foundation Board of Director seats should be California Indians.
  - The location of the new CIHC continued to receive on-going support. It was recommended that tribal traditions and the search for burial remains be observed in preparing the site before construction. It also was suggested that since the site was nearby but not in the core of the capital city, a clear plan needs to be developed to attract visitors to it on an on-going basis.
  - One recommendation was to build a conference center and 4-star hotel near the CIHC in West Sacramento. West Sacramento does not have such facilities and the cross fertilization of visitors to the CIHC and the hotel and conference center would be complementary. If done as a public/private partnership with one or more tribes it also would potentially generate income to help pay the on-going costs of maintaining the Center. It was suggested that tribes be invited to partner on that development based on their experience in the hospitality management field.
  - It was suggested that a discussion take place with the Bureau of Indian Affairs to see if the BIA might co-locate some of its training and event activities at the CIHC or nearby conference center, especially if a hotel and event center was part of the project. This too would help attract patrons to visit the CIHC, and would provide opportunity for tribes to host meetings at the facility. There was initial interest in this particular project expressed by one of the major

- gaming tribes that requested anonymity until it was more certain the opportunity would indeed be available to discuss.
- Other suggestions included designing the Phase 2 and 3 facilities to have clear use purposes. One proposal was to design one wing like a “long house” to provide open space for gatherings and displays.
  - There were suggestions too about how best to engage and serve local tribal museums as part of the CIHC project. In general, there was real interest in such a service. However, each tribe would have its own needs so the service should be individualized through on-going discussion with each such group.
  - Increased communication was also suggested as an important strategy for engaging the strongest support from tribes, now and in the future. Inviting tribal council leaders and other key representatives to major planning events during the CIHC project, as well as sending regular progress updates, was recommended. Lastly, it was suggested that the current displays in tribes at the California Museum should in some manner be tied to or coordinated with the displays of the CIHC in the future. Companies like Sysco Foods, which is a food vendor serving many casinos, as well as banks, accounting and insurance firms that similarly get work from casinos, should be invited to help tribes fund the expansion phase of the project at some point.

## **Recommendations**

### ***CIHC Leadership Team(s)***

While the goal of DPR and the CIHC Foundation is to identify one volunteer team that can help move the CIHC project forward effectively through a funding drive, it became apparent in this research that perhaps up to four committees are needed for that purpose, or a single group possessing all four key types of influence and expertise.

While some of the skills required in the funding phase of the CIHC project are represented on the current board, some are not. That is normal in these types of projects. The current Board should celebrate having completed the overall vision and fundamental plan for the CIHC and allow those members who are not involved in the next phase to enjoy a diminished requirement for attending meetings. They all, however, should be kept informed of progress and brought together at minimum for the required annual meeting.

At this juncture, it is important to use the applicable skills of the current board and to reach outside the Board to recruit the additional talents and connections needed. Those new recruits need not be brought in as board members but rather as members of temporary committees empowered by the Board to carry out specific tasks. It is also a way for the organization and the new recruits to evaluate

each other. Many people prefer not to serve on boards but are willing to serve on short-term committees. Such committees are good tools for not only completing the short-term tasks but also for identifying potential board members for future recruitment.

The following committees are recommended for moving the CIHC project through its funding phases:

- The CIHC Phases 1 & 2 Funding Committee - The first two phases of the CIHC construction project are to be done with state funding and/or funds available to the state, as well as private funds through grants or business investments. A committee with strong political connections and experience is needed to help the Project Team move the state process ahead in that regard. The recommended size is 10-15 members. The criteria for membership can include: state level political experience (such as lobbyists, executive staffers, consultants, and former elected officials), major donors to either main political party, corporate leaders, leaders of related statewide organizations (such as Indian Gaming) and others of similar value.
- The CIHC Phases 3 & 4 Funding Committee - The third and fourth phases of the CIHC funding project are to be done primarily with private funds that must come mainly from and through the tribes, as well as their various business partners and vendors. It is likely such funding will only come after a few years of the CIHC operating in its start-up facilities and demonstrating its value. Therefore, the committee to manage this part of the funding drive will not form until it is needed. The recommended size is 15-20 members, or more if needed. The criteria for membership can include: representation of and/or access to the leadership of the top ten casino tribes in the state, tribal lobbyists, major casino vendors, and tribal business representatives.
- The CIHC Public/Private Partnership Committee - The phase of the CIHC project that can be done concurrently with Phases 1 or 2 is the commercial development of part of the CIHC site through public/private partnerships focused at least initially on hotel and conference center construction and operation. That aspect of the project can have a potentially significant impact on the long-term funding for the operation of the CIHC and the funding of Phase 2 construction. Recommended size is 6-10 members. The criteria for membership on this committee includes experience in public/private partnerships, business management, real estate development and investment, hotel and conference center development, construction and management, and related skills.
- The CIHC Project Steering Committee - Lastly, there needs to be one small committee that takes responsibility for forming and managing the work of the others. That committee can be the executive committee of the Board, a representative of DPR and one member from any of the committees that are operating at any given time. Recommended size is 5-6. In addition

to the Steering Committee, there should be a designated support staff person to manage the day-to-day logistics of the funding and partnership development activities.

Several names for the CIHC funding committee were suggested during the Phase 1 research interviews, as well as the interviews for this phase of the research project. In addition to the specific names, the interviewees suggested communicating with the tribal leaders from the top ten gaming tribes in the state, with a particular emphasis on those in Northern California closest to the project to have the tribal leader or his/her assign serve on the committee. The names of those tribes are included in Appendix B. That group of tribes can then identify others, such as major vendors, they wish to recruit to assist, as well. This is particularly applicable in Phase 2 of the funding drive. In the Phase 1 political stage, tribal lobbyists are of particular value since they know the political system and know key funders.

The names suggested for the next group of committees, including current board members, are: (Note: while effort was made to verify name spellings and titles, the core information was provided orally and may contain misspellings or title errors)

- Cindi Alvitre, Former Chairwoman, Gabrieleño-Tongva Tribal Council, CIHCF Board
- Mary Ann Andreas, Tribal Chairwoman, Morongo Band of Mission Indians
- Joseph Arthur, Director, California Indian License Plate Initiative
- Tim Bactad, Gaming tribe representative, Viejas Band of Kumeyaay Indians, CIHCF Board
- Harvey Chess, FTF Consulting
- Jim Crouch, Executive Director, California Rural Indian Health Board, Inc
- Howard Dickstein, Tribal lobbyist
- Joseph Foreman, Attorney and tribal advisor Bay Area
- Reno Franklin, Tribal Council Member & Tribal Preservation, Officer Kashia Band of Pomo Indians of the Stewarts Point Rancheria, CIHCF Board
- Reba Fuller, Tribal Council Governance Affairs Specialist, Tuolumne Band of Me-Wuk Indians and CIHCF Board
- Thomas Gede, Lawyer and gaming issues counsel
- Jose Hermocillo, Senior Vice President, APCO Worldwide, political and communications counsel
- Lee Escher, CEO, Lee Escher Oil Company
- Leland Kinter, Chair, Tribal Gaming Agency, Yocha Dehe Wintun Nation
- Leslie Lohse, Chairwoman, Board of Directors, California Indian Business Alliance, Paskenta Band of Nomlaki Indians
- Mark Macarro, Tribal Chairman, Pechanga Band of Luiseño Indian

- Richard Malalovich, Tribal Chairman, Agua Caliente Tribal Council
- Clifford Marshall Tribal Chairman, Hoopa Valley Tribal Council
- Kris Martin, United Auburn Indian Community
- Robert Martin, Tribal Chairman, Morongo Band of Mission Indians
- Marshall McKay, Tribal Chairman, Yoche Dehe Wintun Nation
- Frank Molina, Tribal lobbyist
- Josh Pane, Tribal lobbyist
- Anthony Pico, Tribal Chairman, Viejas Band of Kumeyaay Indians
- David Quintana, Tribal lobbyist, CIHCF Board
- Dan Ramos, West Sacramento developer, CIHCF Board
- Phillip Ramos, Barona Band of Mission Indians
- Robert Smith, Tribal Chairman Pala Band of Mission Indians
- Jessica Tavares, United Auburn Indian Community
- Brian Wallace, Washoe Tribe of Nevada & California

Representatives of:

- CIRI Corporation (Alaska pipeline) representative
- Council of Elders (all recognized tribes)
- IGT company representative
- Bank of America
- Wells Fargo Bank
- California Indian Nations Gambling Association (CNIGA)
- Tribal Association of Sovereign Indian Nations
- California Association of Tribal Governments
- Southern California Tribal Chairman Association (SCTCA)

### ***Positioning Project for Success***

It is recommended that the positioning of this project be done in phases tied to the steps outlined above to securing funding.

In Phase 1 and 2, the focus will be on getting state funds and private foundation grants to build the core facility and develop the outdoor spaces. The basic position is that the state wants to move the State Indian Museum from its current site and fulfill a commitment to California Indian People that a new facility would be developed that would be fitting for the story of California Indians to be told in the capital city. Many individuals and tribes have been involved in the planning for the CIHC for many years with DPR. Funding for Phases 1 and 2 of the project can come from bond funds, as well as funding remaining from earlier appropriations to the project. Property acquisition was already

completed at the end of 2010 for 8 acres of land in West Sacramento as a starting point for the project. Any other required funds may need to come from private grants. This part of the overall project relies on having the effective political support committee described above to help DPR get these requests for funds through the Legislative and related state processes.

To build Phases 3 and 4 of the CIHC the positioning for the project should focus on the final realization of the pan-tribal vision for the CIHC to be made possible with the support of the tribes, their vendors, business partners and other friends of the project. That committee is described in the previous section.

In addition, there should be a working committee to develop the public/private partnership that would evaluate, plan, build and manage the proposed hotel, conference center complex nearby, and a funding mechanism should be identified to allow for the conference center to support the CIHC. A portion of the gross revenues from the development would go annually to help reduce the burden to operate the CIHC facility. Also, such a structure might provide financing opportunities to build all or part of Phase 1 or 2 of the CIHC, but that concept would need to be verified based on real numbers. Models for such a project exist in other communities. Examples include dormitory construction and management partnerships that take place on some college campuses, including California State University Sacramento.

The current CIHC Foundation Board of Directors (and prior Task Force) was selected based on each member's ability to represent the interests of one or more tribes in the state and to effectively contribute to site selection and structure of the new Center. That important task is now complete. The same team will be valuable in serving as an advisory committee during the construction of the Phases 1 and 2.

Now it is important to transition from that initial task to one of raising the necessary funds through political support and actual solicitation of contributions and investments, as well as stewarding the use of those monies to bring the project to life.

The key element in the success of this project, both at a political/funding and private fundraising level, is having a dedicated project manager, a well-defined and managed process and a timetable that helps to ensure both steps are completed in a timely and effective manner. It is suggested that this "project manager/museum director" be a California Indian person with appropriate skills in managing a project of this nature and with professional background in museum management to augment the existing DPR staff management team.

The second key element will be communications that make the tribes and other participants feel fully informed at all times throughout the project phases. The sense of engagement will improve the



likelihood of support from the tribes now, and in the future. At the same time, if the project is to succeed it cannot be diverted into individual tribal interests and issues but must remain focused on achieving its goal within the timeframe provided for a reasonable campaign. It is important to maintain this critical balance throughout the funding stage of the CIHC project. The person mentioned above will be a critically important addition to the Project Team now, and would be the person leading the outreach effort.

### **Conclusion**

Overall, it appears the CIHC project can be successful by proceeding with Phases 1 and 2 of the project now, limiting the expense of these phases to a reasonable and feasible level, and ensuring that the public/private partnership structure is in place to move forward at this time. All possible energy must be put into creating the political support needed to raise public and private funds to proceed

Tribal support in Phase 2 is more likely as tribes begin to use the facility for events and help to create effective displays, as well as see that non-Indians are visiting the Center and walking away with a greater understanding of the California Indian story.

The idea of developing a public/private partnership with one or more casino tribes to build and operate a unique 4-star hotel and conference center near the CIHC site in West Sacramento, along with other related businesses, holds considerable promise for engaging tribes even more effectively and generating significant operating income each year for the CIHC.

The emphasis must now be organizing the committee structure to proceed.



California Indian Heritage Center  
Business Plan

*Volume 2: Appendices*

Submitted to California State Parks

December 2010

# California Indian Heritage Center Business Plan *Volume 2: Appendices*

December 2010



150 Chestnut St.  
San Francisco, CA 94111



California Indian Heritage Center



California State Parks

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Appendix 2: CIHC Fundraising Assessment Report (Phase I)

Appendix 3: Fundraising Assessment Report (Phase II)

## **General & Limiting Conditions**

Every reasonable effort has been made to ensure that the data contained in this report are accurate as of the date of this study; however, factors exist that are outside the control of AECOM and that may affect the estimates and/or projections noted herein. This study is based on estimates, assumptions and other information developed by AECOM from its independent research effort, general knowledge of the industry, and information provided by and consultations with the client and the client's representatives. No responsibility is assumed for inaccuracies in reporting by the client, the client's agent and representatives, or any other data source used in preparing or presenting this study.

This report is based on information that was current as of December 2010 and AECOM has not undertaken any update of its research effort since such date.

Because future events and circumstances, many of which are not known as of the date of this study, may affect the estimates contained therein, no warranty or representation is made by AECOM that any of the projected values or results contained in this study will actually be achieved.

Possession of this study does not carry with it the right of publication thereof or to use the name of "AECOM" or "Economics Research Associates" in any manner without first obtaining the prior written consent of AECOM. No abstracting, excerpting or summarization of this study may be made without first obtaining the prior written consent of AECOM. Further, AECOM has served solely in the capacity of consultant and has not rendered any expert opinions. This report is not to be used in conjunction with any public or private offering of securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any person other than the client, nor is any third party entitled to rely upon this report, without first obtaining the prior written consent of AECOM. This study may not be used for purposes other than that for which it is prepared or for which prior written consent has first been obtained from AECOM. Any changes made to the study, or any use of the study not specifically prescribed under agreement between the parties or otherwise expressly approved by AECOM, shall be at the sole risk of the party making such changes or adopting such use.

This study is qualified in its entirety by, and should be considered in light of, these limitations, conditions and considerations.

**Appendix 1: CIHC Governance Study**  
**Submitted by Museum Management Consultants**





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## GOVERNANCE STUDY

Prepared by

**MUSEUM MANAGEMENT CONSULTANTS, INC.**

*San Francisco, California*

[www.museum-management.com](http://www.museum-management.com)

Submitted December 18, 2009

*Revised July 7, 2010*

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# INTRODUCTION

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The California Department of Parks and Recreation (DPR) retained ERA AECOM to develop a Business Plan for a new California Indian Heritage Center (CIHC). ERA AECOM subcontracted with Museum Management Consultants, Inc. (MMC) of San Francisco, California, to conduct a governance study for the CIHC as one element of the Business Plan.

## **Project Background**

The CIHC is the result of a long-standing desire to create a place that honors the diversity and history of California Indian people. Planning for the CIHC began in 1972 with completion of the Proposed California Indian Museum Concept Statement. In 2002, Senate Bill 2063 formally established the CIHC Task Force, consisting of Native American leaders and advisors, to work in partnership with DPR, the Native American Heritage Commission (NAHC), and the California Indian community to advise on the location, design, content, and governance structure of the CIHC. A 43-acre site owned by the City of West Sacramento at the confluence of the American and Sacramento Rivers was identified for the future home of the CIHC; in 2008, DPR formalized an agreement with the City for the land. A concept master plan was developed in March 2008 that envisions a unique indoor-outdoor visitor experience that will recognize, celebrate, and share the past, present, and future experiences and achievements of California Indians.

The CIHC Task Force established a Governance Subcommittee, which recommended the development of a non-profit corporation to work in collaboration with DPR to plan, develop, and operate the CIHC (see Appendix A for Board resolution regarding governance). In April 2007, Articles of Incorporation formally established the California Indian Heritage Center Foundation, Inc. as a non-profit public benefit corporation organized “to promote the educational and interpretive activities of the California Indian Heritage Center.” At that time, the Foundation Board was established with 11 members (the Foundation Bylaws allow up to 15 members), including the Capital District Superintendent, California State Parks, and Executive Secretary of the Native American Heritage Commission, as ex-officio members with voting rights. The Bylaws state the Foundation’s mission:

It is the mission of the Corporation to raise funds to support the existing California State Indian Museum, as well as the development and operation of the California Indian Heritage Center, and to further the educational and interpretive activities for the benefit of the public.

With a non-profit foundation in place, MMC was tasked with evaluating the available options for CIHC's governance structure, as well as identifying best practices in comparable organizations serving statewide Native American communities. The Task Force Vision Statement declares the CIHC shall be under the guidance of California Indian people. At the same time, the State will be a partner in the CIHC governance structure, as DPR owns the collections, will own the land, and will be a donor to the capital project. Developing a contractual relationship between DPR and the CIHC that will provide the non-profit partner and the State the necessary and desired levels of influence and/or control, and maximum flexibility for both parties is the purpose of MMC's study.

## **Methodology**

To begin, MMC reviewed past planning documents developed by the CIHC Task Force, DPR, and previous consultants. MMC then conducted a series of interviews in two phases. The first phase included a total of 21 interviews held in Sacramento in December 2008. Interviewees included CIHC Task Force members, CIHC Core Advisors, DPR representatives, City of West Sacramento representatives, and other stakeholders. During these interviews, MMC inquired about previous planning efforts, vision for the CIHC, potential funding and governance structures, ways to represent Native American interests in the governance structure, and challenges facing the project. When appropriate, other members of the ERA AECOM consulting team joined the interviews to ask questions about the feasibility of fundraising for the project; their findings will be summarized in a separate report.

The second phase of interviews was conducted in November and December 2009 after a state-imposed ten-month project hiatus resulting from California's budget crisis. This phase included MMC discussions with the directors of five comparable institutions: three museums that have public-private partnerships between non-profit entities and the State of California, and two Native American cultural centers—one in Oklahoma and the other in Alaska—that preserve and celebrate the traditions of tribes across their respective states.

For a complete list of interviewees, see Appendix B.

## **Summary of Interview Findings**

The first phase of interviews with CIHC Task Force members and other stakeholders provided a thorough understanding of the project, its vision, and some funding alternatives, but it did not offer

significant insight about CIHC's potential governance structure. Although the interviewees were all deeply involved with and committed to the CIHC project, most did not fully understand the complex partnership models used by DPR necessary to guide the consulting team on feasible governance structures. That being said, there was broad consensus among interviewees about the need to establish a Board of Directors with majority representation by California Indians, including representation that reflects geographic and tribal diversity. With 103 recognized tribes and an estimated 61 unrecognized tribes in California, ensuring the integration of all voices is a significant challenge.

Interviewees also agreed on the need to establish a board with individuals who are passionate about the CIHC project, can serve as advocates for the organization, and have the financial capacity to support the CIHC through personal donations and/or fundraising in the community. MMC's interviews revealed a desire for a true partnership between the California Indian community and DPR, but a unanimous feeling that Native Americans should have ultimate control of the CIHC and the telling of their own stories.

The second phase of interviews with comparable organizations allowed MMC to hear directly about the benefits and limitations of the public-private partnerships available to the CIHC. MMC spoke with the directors of El Presidio de Santa Barbara State Historic Park, which utilizes the Operating Agreement model (an agreement between DPR and another entity for the administration, operation, maintenance, and control of lands owned by any party to the agreement for purposes of the State Park System); the California State Railroad Museum, which utilizes the Cooperating Association model (a model that allows DPR to enter into a contract with a public benefit corporation to sell interpretive materials and conduct fundraising on behalf of DPR); and the California Science Center, which operates as a department of the State of California through a unique private-public partnership between the State and a non-profit foundation. Although numerous additional models exist for DPR's public-private partnerships, the Cooperating Association and Operating Agreement are the two deemed available to the CIHC at this time through existing DPR avenues. However, while both of these models are viewed as having significant benefits for both DPR and the private entity involved, neither is ideal. Some CIHC stakeholders have suggested that the model employed by the California Science Center is a better fit for the CIHC.

During the second phase of interviews, MMC also spoke with the directors of the American Indian Cultural Center & Museum in Oklahoma City and the Alaskan Native Heritage Center in Anchorage. These interviews provided insights into best practices for integrating numerous tribal voices into an organization's governance structure.

### **Report Organization and Assumptions**

The following report begins with a discussion of governance in comparable organizations, then turns to recommendations for the establishment of the CIHC governance structure.

It is important to note that MMC's recommendations are based on the central assumption that both DPR and the California Indian community will provide financial support for the CIHC project and that CIHC will be run as a public-private partnership between DPR and the Foundation. MMC's report is based on the assumption that the CIHC will be operated as a State Park and that the non-profit Foundation will enter into a contractual agreement with DPR for operation of the site (such an agreement will require enabling legislation). MMC believes the CIHC project offers a unique opportunity to develop an operating model that draws upon the strengths of a non-profit governance structure as well as the existing DPR public-private partnership models.



## COMPARABLE ORGANIZATIONS

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In an effort to gather information about comparable governance models for the CIHC, MMC studied public-private partnership models in place at the following organizations:

- **El Presidio de Santa Barbara State Park**, which is governed through an Operating Agreement between DPR and the non-profit Santa Barbara Trust for Historic Preservation
- **California State Railroad Museum**, which is governed through a Cooperating Association agreement between DPR and the non-profit California State Railroad Museum Foundation
- **California Science Center**, which is governed as a department of the State of California through a public-private partnership between the State and the non-profit California Science Center Foundation

To further round out the governance study, MMC also examined the characteristics of two comparable Native American cultural centers:

- **Alaska Native Heritage Center**, a private non-profit organization
- **American Indian Cultural Center & Museum**, which is being developed by the State of Oklahoma

What follows is a discussion of each of the organizations listed above, including background on the organization, governance and reporting relationships, sources of funding, and staffing structure. This information is summarized in chart format in Appendix C.

## EL PRESIDIO DE SANTA BARBARA STATE HISTORIC PARK *Santa Barbara, California*

### **Background**

In 1966, DPR and the Santa Barbara Trust for Historic Preservation (SBTHP), a non-profit organization, formed a public-private partnership to develop El Presidio de Santa Barbara (El Presidio) into a state park. At that time, SBTHP was a fledgling organization with a strategic goal to reconstruct El Presidio, the birthplace of Santa Barbara. Leadership of SBTHP recognized that a partnership with



DPR would speed the reconstruction of El Presidio and help to support the ongoing preservation of the site. In 2007, after a series of successful multi-year agreements, the California State Legislature passed formal enabling legislation authorizing DPR to enter into a 20-year Operating Agreement with SBTHP.

### **Governance and Reporting Relationships**

An Operating Agreement is defined as “an agreement between DPR and another entity for the administration, operation, maintenance, and control of lands owned by any party to the agreement for purposes of the State Park System.” The El Presidio Operating Agreement specifically authorizes SBTHP to “develop, operate, control, and maintain” all properties in El Presidio for the “use and enjoyment of the general public.” Under the agreement, SBTHP not only maintains day-to-day operations of the park, but also carries out numerous special projects, including major archaeological excavations, historical reconstructions, museum installations, and ongoing education programs (See Appendix D for Operating Agreement).

As described by Jarrell Jackman, Executive Director of the SBTHP, “The SBTHP is a fully independent organization that works in partnership with DPR to operate El Presidio.” El Presidio is governed by the Board of Directors of the SBTHP, and Board members are appointed through a nominating process managed by the Board. As stipulated by DPR, there are no DPR employees on the Board; however, retired DPR employees have sat on the Board.

The Executive Director reports to the Board of the SBTHP. He keeps in close contact with the Parks District Superintendent, but there is no formal reporting relationship between the two.

Although the El Presidio Operating Agreement model allows the non-profit SBTHP to operate more independently than other park models, the SBTHP does have direct accountability to DPR for managing the park unit. Accountability to DPR is maintained through policies and procedures set forth in the Operating Agreement. For example, SBTHP prepares and submits a proposed annual budget each year to DPR; the budget must be approved by DPR before SBTHP can make any expenditures. SBTHP reports its annual income and expenses to DPR at the close of each fiscal year, submits monthly El Presidio attendance reports to DPR, and keeps its books, records, and accounts pertaining to the operation of El Presidio open to audit or inspection by DPR. SBTHP must also comply with the State's resource management and preservation mandates, policies regarding intellectual property and marketing, and other policies and procedures. (See Operating Agreement in Appendix D for additional detail.)

Some in DPR feel that the Operating Agreement model does not provide DPR enough control over State Parks units. One person commented, "The only time to do an Operating Agreement is when DPR is handing the whole operation over to a non-profit. In these cases, the non-profits don't get the benefit of DPR support." That being said, the SBTHP does remain accountable to DPR, as stated above, and in return, DPR does occasionally provide funds to the non-profit for certain projects.

### **Funding**

The Operating Agreement between DPR and SBTHP stipulates that all income generated in the park (admission, facility rentals, restaurant, etc.) be used to help support park operations. Additional income is raised privately by SBTHP through membership, contributions, and grants. The Trust also has an endowment, the income from which helps to support annual operating expenses. DPR does not provide annual cash support for the operations of El Presidio.

### **Staffing**

All El Presidio staff members are hired by and work for the non-profit SBTHP.

## CALIFORNIA STATE RAILROAD MUSEUM *Sacramento, California*

### **Background**

In 1937, a group of railroad enthusiasts formed the Pacific Coast Chapter of the Railway & Locomotive Historical Society with the goal of establishing a museum to celebrate railroading in the West. Over time, the group collected over 40 historic locomotives and cars, and in 1969, donated them to DPR to form the core collection of the California State Railroad Museum in Sacramento. The Museum complex, which consists of six original, reconstructed, and new buildings, opened to the public in 1976. The California State Railroad Museum Foundation was formed in 1987 out of previous non-profit partners; that same year, DPR and the Foundation entered into a Cooperating Association agreement.



### **Governance and Reporting Relationships**

Cooperating Associations are non-profit charitable 501(c)(3) organizations created to enhance the educational and interpretive programs in California State Parks. This operating model allows DPR to enter into a contract with a public benefit corporation to sell interpretive materials and conduct fundraising on behalf of DPR. See Appendix E for the Cooperating Association contract.

The California State Railroad Museum is a unit of DPR and receives support from the California State Railroad Museum Foundation, a private non-profit organization with 501(c)(3) status. As stated in the Foundation’s Cooperating Association contract, the mission of the Museum is “to collect, preserve, study, exhibit, and interpret selected aspects of railroads and railroading...for the education, enjoyment, and entertainment of the widest possible audience.” By contrast, the mission of the Foundation is “to raise and manage funds to support the Museum, and to assist the State in carrying out the mission of the Museum.” DPR owns the Museum collections and facilities, and has ultimate governing authority over the Museum.

In the Cooperating Association model, the non-profit corporations are intended to “raise money to support educational and interpretive programs that the department, due to budgetary constraints, could not adequately fund.”<sup>1</sup> As with many Cooperating Associations, the Railroad Museum Foundation’s activities often extend well beyond this original intent, blurring the lines between the roles of the Foundation and Museum.



The Museum Director reports to the Capital District Superintendent, California State Parks, while the Foundation Director reports to the Chairman of the Foundation Board. There is no direct reporting relationship between the Museum Director and Foundation Director. The Capital District Superintendent serves as the formal Cooperating Association Liaison and is an ex-officio, non-voting member of the Foundation Board. The Foundation Board functions similarly to most non-profit boards, but according to Hammond, the Foundation Board does not have direct authority to influence the Museum and how it is managed because there is no formal reporting relationship between the Board and the Museum. At the same time, Hammond said, “If the Museum Director recommends that the Foundation should undertake a particular activity or shift its priorities, the Foundation can disagree. This current system works if the organizational priorities of, and the personalities within, the two organizations remain in close communication and develop trust in each other—but if communications break down or personalities suddenly change, the system can quickly go awry.” Although the Museum Director and District Superintendent “call the shots” for the Museum, Hammond explains that they bring the Foundation to the table for long-range planning, as well as short-term strategic prioritization of projects and resources. These efforts to include the Foundation in strategizing and planning highlight the feeling expressed by both the Museum Director and Foundation Director, that although their organizations are technically autonomous, in reality, they are deeply intertwined.

The challenge of integrating two organizations was discussed in a Governance Assessment Report conducted for the Museum in October 2007 by the American Association of Museums (AAM) Museum Assessment Program. In the report, Jeff Rudolph, President and CEO of the California Science Center (serving in an advisory role for AAM), wrote that the relationship between the

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<sup>1</sup> Department of Parks and Recreation, Cooperating Associations Program Manual, Mark 1992, p. One-6.

Railroad Museum Foundation and DPR “appears to be strong,” but is built on the personal relationships between the Museum Director, Foundation Director, and District Superintendent. He noted, “Despite the generally good personal relationships, there is nothing in the structural relationship between the Foundation and the State that ensures its continuance...there is still very much a perception of us and them.”<sup>2</sup> Rudolph’s recommendation was to consolidate executive leadership of the Museum and Foundation in one Museum Director.

## **Funding**

The Foundation raises funds from contributions, memberships, retail sales, facility rentals, special events, excursion train rides, and fees for interpretive programs. Funds raised by the Foundation remain in the Foundation, which in turn supports the Museum’s marketing program, special events and programs, ongoing facilities maintenance, and railroad operations including ongoing mechanical, track and signals maintenance. DPR provides an annual budget allocation and takes in all Museum admissions ticket income. In an average year, revenues are derived from the Foundation and the State in equal amounts. In general, DPR covers day-to-day maintenance and administrative costs (but not major improvements and especially deferred maintenance needs) tied to its role in owning and maintaining the facilities, including collections management, education and interpretation, public safety, and overall Museum administration.

## **Staffing**

Staff works for either the Foundation or the Museum. The organizational chart (see Appendix F) indicates that Museum staff report to the Museum Director and that Foundation staff report to the Foundation Director, but Hammond said that in practice, the two organizations work closely together to “trade out people and strengths on a project-by-project basis so they match up with what we need to accomplish.” Museum volunteers are considered unpaid DPR employees, and all volunteers assisting the Foundation are derived from the DPR volunteer ranks.

There are significant limitations in the State hiring process, through which all Museum staff are vetted. Each candidate must take a civil service exam and the Museum can only consider those candidates who achieve specified rankings from the civil service exam (e.g., the top three scorers). As a result, the selection process appears to favor those who perform best on a test, not in an

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<sup>2</sup> American Association of Museums, *Governance Assessment Report: California State Railroad Museum*, October 18, 2007, p. 10

interview setting. In addition, the Museum must work within the existing job classification system, which for a number of classifications has been described as antiquated and limited for meeting the specialized staffing and hiring needs of a museum.



## CALIFORNIA SCIENCE CENTER *Los Angeles, California*

### **Background**

The California Science Center is located in Exposition Park in Los Angeles. When the State Exposition Building opened in 1912 it housed simple, agriculturally-based displays of natural resources and industrial products from across California. After World War II, as technology-based businesses began to grow, the State Exposition Building was remodeled to show visitors the role of



science and technology in everyday life. To better describe this new objective, it was renamed the California Museum of Science and Industry in 1951. During the next four decades, the California Museum of Science and Industry continued to grow and new exhibits were added.

In 1987, the Museum began a comprehensive, long-range planning effort that included a reassessment of its role and its methods. The final plan called for the transformation of the Museum into a state-of-the-art science education facility, designed to respond to the needs of diverse communities and a state that continues to grow and evolve. The institution changed its name to the California Science Center to reflect the new vision and redesign.

Since 1988, the California Science Center has been carrying out an ambitious Master Plan in three phases. Phase I (1988-1998) included the construction of the Science Center's primary exhibit facilities, which opened in February 1998 and includes hands-on activities in two of four planned permanent exhibit galleries. The Center completed construction of the Science Center School, a neighborhood public elementary school created in partnership with the Los Angeles Unified School District, and new facilities for its Center for Science Learning in 2003. A new parking facility was completed in 2002. Phase II of the Center's Master Plan was completed in March 2010 with the opening of a building expansion that added Ecosystems (the third of the permanent exhibition galleries) and nearly doubled the area of the exhibit space. Phase III has not yet been initiated.

## **Governance and Reporting Relationships**

The Center is a public-private partnership between the State of California and the non-profit California Science Center Foundation. As a department of the State, the Science Center is administered by a nine-member Board of Directors appointed by the Governor. The Board of Directors provides core policy oversight for the institution. The non-profit Foundation is governed by a separate, self-electing Board of Trustees that fundraises for the institution through personal gifts and solicitations. All members of the Board of Directors are automatically appointed to the Foundation's Board of Trustees.

Jeff Rudolph is the President & CEO of the Center and the Foundation, and he reports to the boards of both entities. Responsibility for hiring the President & CEO ultimately lies with the Board of Directors.

The relationship between the Center and the Foundation is established in a Joint Operating Agreement, a copy of which is included as Appendix G. Generally speaking, the State is responsible for core management of the institution, as well as staffing for and maintenance of the facilities and exhibits, while the Foundation is responsible for staffing and other expenses related to educational programming and exhibits, fundraising, and communications/marketing. In some cases, areas of responsibility have been modified to meet the needs of the institution. Significant changes have required enabling legislation. For example, California code 4104.4 (a) and (b) reads:

The Legislature finds and declares that the operation of the California Science Center may require individual skills not generally available in state civil service to support specialized functions, such as exhibit maintenance, and educational and guest services program, including animal care and horticulture. Notwithstanding any other provision of law, the California Science Center may enter into a personal services contract or contracts with the California Science Center Foundation without a competitive bidding process. These contracts shall be subject to approval by the State and Consumer Services Agency and the Department of General Services and be subject to all state audit requirements.

Rudolph acknowledges, "Our operating model is somewhat confusing to some, but it works well for us. It works because we're run as one organization with one leader." He added, "It's not our 'public-private model,' per se, that has helped us to be successful. The partnership between the State and

Foundation has been successful because of the relationships and trust that have been built over time.”

### **Funding**

Approximately half of the Center’s annual operating support comes from the State. The other half comes from private support and earned income (store, IMAX, foodservice, etc.) generated and managed by the Foundation. As described by Rudolph, the public-private partnership is an effective funding model: “Having a Foundation gives us the ability to fundraise from the private sector. In this way, the Foundation is leveraging State dollars.”

As described above, the Center has been carrying out a Master Plan since 1988. Phase I of the capital building project was primarily funded by the State, while Phase II was primarily funded by the Foundation.

### **Staffing**

The institution has both State and Foundation employees, and applicants for State positions are required to pass a civil service exam. Unlike State Parks Cooperating Association agreements (e.g., the California State Railroad Museum), however, the entire staff is led by one President & CEO (see Appendix H for organizational chart). Rudolph said, “With my direct reports, there’s no discussion of who works for the State and who works for the Foundation. We operate as one staff.” He acknowledged that there is potential for friction between State and Foundation staff over inequities in benefits and other factors. For example, State staff are currently subject to furloughs while Foundation staff are not. Rudolph and his senior staff work hard to create an organizational culture in which staff members are treated as equals.

Rudolph feels that a minor weakness of the Center’s operating structure is that there is some duplication in human resources and finance staff positions. This is a result of separate and distinct personnel and accounting requirements for the State and the Foundation.

## ALASKA NATIVE HERITAGE CENTER *Anchorage, Alaska*

### Background

In 1987, the Alaska Federation of Natives, Alaska's largest Native organization, responded to the need for a community gathering place by approving the concept of establishing a statewide Native cultural center. The Alaska Native Heritage Center (ANHC) was formed as a non-profit organization in 1988 and was incorporated in 1989. Between 1989 and 1999, \$14.5 million in federal, state, local, and private funding was raised to build the ANHC. The original project scope was twice that amount; as a result, the project was scaled down to meet the funds available. The building site was secured in 1994; the site is owned by a for-profit corporation that leases it to the ANHC for \$1 per year. The ANHC opened to the public in May 1999.



The core purpose of the ANHC is to “provide intergenerational learning opportunities for Native youth, students, and the general public in Anchorage to inspire a commitment to continue the culture and identity of Alaska Native people.”<sup>3</sup> Toward that end, the ANHC features indoor and outdoor exhibits on its 26-acre site. A 26,000 square foot building houses exhibits, a theater, demonstrations by Alaska Native artists, demonstrations, and storytelling to help visitors learn about the five major culture groups in Alaska.<sup>3</sup> The outdoor area features six authentic life-sized Native dwellings in a wooded area around Lake Tiulana. ANHC programs include: a youth driven cultural tourism internship that fosters preservation and transmission of culture while developing core competencies in Alaska Native youth; a national award winning after-school high school program that teaches Native dance, art, games, and communication technology; Alaska Native art classes; culture awareness workshops; school visits; cultural outreach in schools; cultural celebration events; collection and exhibits; and a Dena’ina language project.

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<sup>3</sup> There are three groups of Alaska Natives – Indian, Eskimo, and Aleut – and within the three categories, Native culture is further divided into five cultures based on similarities in tradition, language, and proximity.

## **Governance and Reporting Relationships**

The non-profit ANHC is governed by a 15-member Board of Directors that meets four times per year in Anchorage. Board members are nominated and elected by the Board for a term of three years, with one third of the Directors standing for election each year. At least a majority of the Board is comprised of representatives of the five main Alaska Native cultural groups, including Yup'ik/Cup'ik, Inupiat and St. Lawrence Island Yup'ik, Aleut/Alutiiq, Athabascan, and Eyak/Tlingit/Haida/Tsimshian.<sup>4</sup> The balance of the Board is comprised of a representative appointed by the Mayor of the Anchorage Municipality and subject to Board approval, two at-large Alaska Native tradition bearers/artisans, one representative from the tourism industry, one representative with management experience in finance, one representative with professional expertise in education, Alaska archaeology, history, anthropology or related field, and one community at large representative.

During the planning process for the ANHC, a 30-member Academy of Elders and Tradition Bearers was formed to help guide the staff in program and building design. The Academy has transitioned to be a program policy committee of the Board; with representatives from each of the five culture groups, the committee provides direction on cultural authenticity. The committee meets two or three times per year. The program policy committee has five subcommittees, one for each culture group, which also meet two or three times per year.

Jon Ross, President and CEO of the ANHC, indicated that the Board structure to date has mostly been a representative board with the primary recruitment effort being from nominations from Native Regional Corporations or other organizations that are asked to identify a representative. Ross noted that the ANHC Board has recently created a governance committee to more proactively recruit people to be effective advocates for ANHC. He cautioned, “When you have a representational board, you have a chance of people who are just ‘filling the seat’ rather than those

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<sup>4</sup> Alaska Native people are represented by Alaska Native Regional Corporations that were established in 1971 when the United States Congress passed the Alaska Native Claims Settlement Acts, which settled land and financial claims by Alaska Natives and established 13 regional for-profit corporations to administer the claims. These corporations are owned by the Alaska Native people through shares of corporation stock. Each corporation includes multiple culture groups. Alaska Natives speak 20 different languages, belong to five geographic areas, and are organized under 13 Alaska Native Regional Corporations. Without enough seats on the Board for all 13 corporations, the seats go to representatives from the five cultural groups, but each of the Native Regional Corporations has a say in who they want to sit on the Board.

who take personal ownership.” As a result, there are several Board members who are truly active, while some are less engaged. In an effort to increase Board participation in fundraising, there have been some discussions about forming one board with “big names” and a passion for the ANHC, and another board to handle the day-to-day governance issues, such as approving the budget, setting policies, and strategic planning.

### **Funding**

The ANHC receives approximately 55% of its revenue from federal government grants; two of those grants, which make up 50% of the organization’s revenue, are non-competitive, seven-year commitments. Another 33% of revenues are derived from earned income sources, including summer admission fees, class fees, concessions, catering, facility rentals, and a gift shop. The remaining 12% comes from contributions from individuals, foundations, and corporations.

The ANHC does not receive any financial support from the City of Anchorage. The State of Alaska provided money for planning in the early stages, but did not provide capital funding and does not provide operating support. ANHC has received some capital project funding in recent years and will be seeking operating support from both the State and Municipality in the coming years.

### **Staffing**

Current staffing includes approximately 43 year-round staff; the figure increases to 110 during the summer season. The ANHC does not have a preference policy for hiring Native Americans, but it does require staff to have an understanding of Native heritage. The staff is a combination of both Native and non-Native individuals.

## AMERICAN INDIAN CULTURAL CENTER & MUSEUM *Oklahoma City, Oklahoma*

### Background

In 1994, the Oklahoma Legislature created the Native American Cultural and Educational Authority (NACEA), a state agency authorized to construct, maintain, and operate an American Indian Cultural Center and Museum (AICCM) for the benefit of the State of Oklahoma and its citizens. The project, which has been a vision of the Oklahoma Native community for 40 years, includes:



- **AICCM:** A 125,000 square foot museum and cultural center whose mission is “to serve as a living center for cultural expression promoting awareness and understanding for people regarding Oklahoma American Indian cultures and heritage.” The AICCM will be a living cultural space and interpretive center, not a collecting museum.
- **Culture Park:** The City donated 300 acres of land for the project, which situates natural elements at the forefront of the visitor experience. The site will include nature trails, a performance venue, and athletic fields. The Oklahoma River runs through the site and will be developed in a strong partnership with the City’s river development.
- **Visitor Center:** The visitor center has been completed, and according to NACEA Executive Director Gena Timberman, “serves as a centralized information facility connecting and complementing destinations across the state, creating a cultural corridor, and linking Oklahoma’s unique communities. The visitor center is the first completed 4,000 square foot space that currently serves as a window to the project.”
- **Commercial Enterprises:** The project allots 20-25 acres for long-term ground leases to commercial enterprises such as a hotel lodge, restaurants, and retail space. The leases will be managed by the NACEA, but the businesses will be privately managed.

Development of the AICCM is still in the early stages; Timberman estimates it will open in four years.

### Governance and Reporting Relationships

The NACEA is a state agency that will develop the AICCM; the agency “acts like a holding company for the components being built,” according to Timberman. The head of each of the four divisions described above will report to the Executive Director of the NACEA, who in turn, reports



to the NACEA Board of Directors. As stated in its enabling legislation, the Board consists of 11 voting members and six ex-officio members; seven of the 11 positions are reserved for Native Americans. The seats are selected as follows:

- Seven appointed members who are members of a federally recognized American Indian tribe located within Oklahoma. Of the seven, three are appointed by the Governor, two by the President Pro Tempore of the Senate, and two by the Speaker of the House of Representatives. Appointments are restricted to no more than one representative of any tribe.
- Four appointed members from the business community. Of the four, two are appointed by the Governor, one by the Speaker of the House of Representatives, and one by the President Pro Tempore of the Senate.
- Six non-voting ex-officio members include the following positions or their designees: Executive Director of the Oklahoma Indian Affairs Commission, Lieutenant Governor, Director of the Oklahoma Historical Society, Secretary of Commerce, Executive Director of the Oklahoma Arts Council, Executive Director of the Oklahoma Tourism and Recreation Department.

Timberman says this structure has been effective, as there “has been a sound institutional awareness of our organization and bipartisan respect. There has been respect by the appointing authorities for the individuals we have identified to serve on the Board.” Native American input is also sought through a working group of Native Americans who advise on exhibit development.

In addition to being Executive Director of the NACEA, Timberman is also the acting director of the American Indian Cultural Center Foundation, a 501(c)(3) non-profit corporation with recently updated bylaws and articles of incorporation. The NACEA is developing an MOU between the NACEA and the Foundation. According to Timberman, the Foundation lays dormant and functions as a fund to separate between certain dollars raised for the project. The Foundation does not have any staff; instead, NACEA employees perform certain tasks for the Foundation for a fee. Timberman explains that work is being done to strengthen the Foundation; in the future, Timberman believes there may be a need to hire employees to work for the Foundation on events and other income generating activities.

## **Funding**

As of March 2009, \$82.9 million had been raised toward a project goal of \$177.5 million. Funding has been received from the State of Oklahoma (\$66.3 million), federal government (\$7.5 million

from various sources), City of Oklahoma City (\$4.9 million), and donations from private sources, including Oklahoma-based Indian tribes (\$4.2 million). The goal is to have 100% participation from the tribes, but as Timberman notes, “Only a few tribes have the capacity to give at large levels.” Through trial and error, the Board has learned to take a grassroots approach to fundraising for the project, and now they have a consensus to take on a tribal capital campaign that will flow into a larger capital campaign.

This year, the NACEA budget was cut by approximately 18%, and Timberman notes that it is difficult to grow in the current economic climate. As a result, it is even more important to be creative with financing, such as the commercial aspect of the project that will bring in revenue from leases.

### **Staffing**

The NACEA currently has 12 staff members, eight of whom are Native American. Timberman does not encounter difficulty in recruiting and hiring Native Americans because position descriptions are drafted to state the priority for hiring people with experience working with Native communities. Timberman said the experience desired is “not just institutional knowledge, but cultural awareness built from working in the Native community. This can be dealt with effectively in the job description. People who have that type of experience are Native people. We have had a lot of spectacular candidates.” NACEA staff, all of whom are State employees, are not required to take a civil service exam.

## RECOMMENDATIONS

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Based on the findings from MMC's interviews with project stakeholders, as well as the research on comparable organizations, this section outlines MMC's recommendations for governance of the CIHC.

### **PUBLIC-PRIVATE PARTNERSHIP MODEL**

In 2004, the Governance Subcommittee of the CIHC Task Force reported, "A partnership between California Indians and State Parks could jointly represent legitimacy and authenticity and provide resources that could operate the Center."<sup>5</sup> The question of how this partnership should be formed, however, is the subject of the current study.

#### **Pros and Cons of Existing Public-Private Partnership Models**

As acknowledged by a number of MMC interviewees, and in MMC's opinion, none of the existing public-private partnership models in use by DPR is an exact fit for the needs of the CIHC. MMC's assessment of the pros and cons of the Operating Agreement and Cooperating Association models are presented below in Table 1. A key issue with these models is that one side – the non-profit or the State – has significantly more control over the operation than the other.

MMC believes that the public-private partnership model currently in place at the California Science Center is a closer fit to the needs of the CIHC than an Operating Agreement or Cooperating Association because it has a more integrated governance model. Its operational structure and financial support are managed in partnership by the State and the non-profit, with the institution being led by one chief executive.

With all its merits, the California Science Center model also has potential pitfalls if applied to a new organization like the CIHC. The California Science Center has two governing boards: a Board of Directors appointed by the Governor to set policy, and a self-electing Board of Trustees for the Foundation to fundraise for the institution. While this dual-board structure has been effective at the Science Center, MMC does not recommend this type of arrangement for the CIHC because it has the potential to be problematic if the two boards do not coordinate effectively. Rather, as described

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<sup>5</sup> Quoted from the September 2007 *Interim Project Planning and Interpretive Programming Report*.

in more detail below, MMC suggests an integrated board that includes both State and non-profit representatives in the same governing body.

Similar challenges exist with the dual-staffing structures that result from having State employees and Foundation employees. This structure creates the possibility of unequal pay and benefits for equivalent positions, duplication of staff roles, a perceived imbalance of power, and a lack of unity across organizations.

**Table 1. Pros and Cons of the Operating Agreement and Cooperating Association Models**

<b>Operating Agreement</b>	
<b>Pros</b>	<b>Cons</b>
<ul style="list-style-type: none"> <li>• Non-profit has autonomy in operating the organization</li> <li>• There is flexibility in hiring staff and recruiting Board members</li> <li>• Revenue generated in park stays in park</li> </ul>	<ul style="list-style-type: none"> <li>• DPR has limited control over operations</li> <li>• DPR policy restricts DPR staff from serving on Board</li> <li>• State does not provide financial support for operations</li> <li>• Legislation is required to establish an Operating Agreement</li> </ul>
<b>Cooperating Association</b>	
<b>Pros</b>	<b>Cons</b>
<ul style="list-style-type: none"> <li>• Organization is operated as a partnership between DPR and non-profit, with DPR having ultimate authority</li> <li>• State provides a percentage of operating financial support</li> <li>• Non-profit has ability to raise additional funds from private sources</li> <li>• No legislation required to establish Cooperating Association</li> </ul>	<ul style="list-style-type: none"> <li>• DPR has ultimate authority; non-profit has limited control over operations</li> <li>• No direct lines of authority between public and private entities; cooperation relies on personal relationships</li> <li>• Organization has two different Boards</li> <li>• Staff works for two different directors (Museum Director and Foundation Director)</li> <li>• Two different employers (State and non-profit) creates potential inequities</li> <li>• Recruitment of staff for public side is made more difficult by State hiring requirements</li> </ul>

### **A New Model for CIHC**

Since the CIHC will be a new State Park unit, DPR and the CIHC Foundation have the opportunity to form a unique public-private partnership that incorporates best practices from existing models, eliminates elements that have been problematic for other institutions, and serves the needs of the

CIHC. To ensure an integrated and effective partnership between the two parties, MMC recommends the creation of a governance and operating model in which a united staff reports to one Chief Executive Officer (CEO), who reports to a single Board of Directors. Since CIHC Foundation Bylaws and a Board of Directors have already been established, the new governance model proposed by MMC will require modifications to both. Enabling legislation will also be required to formalize the structure.

Discussion of the proposed Board structure follows, and a discussion of its implications on staffing begins on page 28.

## **CIHC BOARD OF DIRECTORS**

For the ongoing development and eventual operation of the CIHC to be successful, the organization will require a committed and effective Board of Directors to carry out the following responsibilities:

- Determining/approving the organization’s mission and strategic direction, and setting policy for the CIHC
- Raising funds for the organization through personal contributions and/or fundraising from others (i.e., “give or get”)
- Selecting the Executive Director
- Supporting the Executive Director and assessing his or her performance
- Ensuring financial stability through oversight of the organization’s finances
- Ensuring legal and ethical integrity and maintaining accountability
- Ensuring effective organizational planning
- Ensuring that the organization’s programs and services advance the mission
- Enhancing the organization’s public standing (i.e., serving as ambassadors for the CIHC)
- Recruiting and orienting new members of the Board and assessing performance of the Board

Proposed job descriptions for Board members and officers (Chair, Immediate Past Chair, Vice Chair, Secretary, and Treasurer) are provided in Appendix I.

### **Board Composition**

MMC recommends that the current CIHC Foundation Board of Directors be expanded to no more than 25 members (current Bylaws allow a maximum of 15). As previously agreed upon by the CIHC

Task Force, this should be a “blended,” public-private Board that reflects the core constituents of the CIHC: California Indian tribes, California State Parks, and other community representatives/stakeholders. Regardless of constituent group, each Board member should be personally committed to driving the development of the CIHC and to ensuring the long-term sustainability of the organization.

### *California Indians*

All CIHC stakeholders interviewed by MMC agreed that no less than 51% of Board members should be California Indian people. Assuming a 25-member Board, this equates to at least 13 seats being filled by California Indians. Interviewees were also consistent in their acknowledgement that it will be challenging to ensure broad representation of California Indian tribes on the Board given how many tribes exist.<sup>6</sup> Interviewees made comments such as, “The Board needs to have a balance of individuals who can raise money for the CIHC and tell the story of California Indian people. Board members have to be influential individuals with the ability to inspire trust in others.” MMC recommends that a Nominating Committee of the Board be established to create and carry out a strategy for inclusiveness on the Board. While the number of seats on the Board of Directors is ultimately limited, additional California Indian representation can be achieved through participation on a variety of Board Committees, which are discussed below on page 26.

There is no limit to the number of California Indian Board members; where possible, candidates for the seats designated for community representatives (and State representatives, if applicable) should be filled by California Indian people who meet the designated criteria for those positions.

### *State Government*

The State is not only an operating partner for the CIHC, but it is also expected to be a primary funder for the capital project and for ongoing operations. Including California State government representatives on the Board will help to ensure a strong partnership.

MMC recommends that approximately 20% of the seats on the Board (which amounts to five seats on a 25-member Board) be designated for State government representatives. These individuals

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<sup>6</sup> According to the Bureau of Indian Affairs, California’s 103 federally recognized tribes are located as follows: 18 in Northern California, 55 in Central California, 1 in Palm Springs (Agua Caliente, which has their own agency), and 29 in Southern California.

could be appointed by the Governor and/or Legislature, or they could serve as ex-officio members of the Board (with voting rights), meaning that they are on the Board “by reason of their office.” The CIHC Foundation Board currently has voting ex-officio positions for the Executive Secretary of the Native American Heritage Commission and for the District Superintendent, Capital District State Museums and Historic Parks.

#### *Community Representatives/Other Stakeholders*

The remaining seats on the Board should be open to additional community representatives/stakeholders, which can be defined broadly to include business leaders with relationships to California Indian tribes, philanthropists with a commitment to the mission of the CIHC, high-level representatives from the educational or cultural sector, and representatives of the City of West Sacramento, among others. In addition to their ability to personally make a financial contribution to the organization and/or fundraise for the CIHC, these individuals must possess a deep appreciation for the diversity and history of California Indian people, be recognized as a leader/influencer, and have prior experience on cultural and/or educational institution boards.

#### **Terms of Office**

MMC suggests that the term of Board member service be three years and that a limitation be established that each Board member can serve a maximum of two, three-year terms (current Bylaws state that Board members can serve a maximum of three, three-year terms). After the two terms have expired, the Board member will rotate off the Board for a period of no less than one year, after which time he or she can be considered for re-appointment. No more than one third of the Board should have terms of office that expire in the same year.

#### **Meeting Schedule and Structure**

As stated in the current Bylaws, the Board will meet quarterly, and one of these four meetings will be an Annual Meeting. At the Annual Meeting, officers and directors will be elected, and the annual budget will be adopted. MMC recommends that all regular Board meetings be held in Sacramento and that the Annual Meeting rotate by region within California.



## **Board Committees**

Board committees can be formed to serve particular needs of the CIHC. Committees should be chaired by Board members but when appropriate, made open to participation by outsiders, as well.<sup>7</sup> This is an effective way to bring additional perspectives and skills to the work of the Board. In addition, it creates opportunities to cultivate future Board members and to keep past Board members engaged with the organization. A discussion of suggested Board committees follows.

### *Executive Committee*

Given that the CIHC Board will be relatively large (up to 25 members), and that its members will likely reside across the State of California, it will be beneficial to form a smaller Executive Committee made up of the Board's officers and others (approximately seven members total). The Executive Committee would meet more frequently than the full Board to address time-sensitive issues, as well as routine matters that do not require the attention of the full Board, and act on behalf of the Board as necessary. While the Executive Committee may be granted special powers in the Bylaws, the full Board should always validate decisions at its regular meetings.

### *Nominating Committee*

The role of the Nominating Committee will be to identify and recruit new Board members, as well as to ensure that each Board member is equipped with the proper tools and motivation to carry out his or her responsibilities. As discussed above, the Nominating Committee will have special responsibility for developing and carrying out a strategy to ensure inclusive representation of California Indian tribes on the Board.

### *Fundraising Leadership Committee/Development Committee*

Given that the CIHC will be undertaking a major capital campaign, it will be important to form a Fundraising Leadership Committee of Board members and others who have the ability to donate and/or raise significant funds for the CIHC. Formation of the Fundraising Leadership Committee will provide an excellent opportunity to engage individuals (or individuals representing tribes or other stakeholders) who want to be part of the fundraising effort for the CIHC but who do not have the time or inclination to serve on the Board.

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<sup>7</sup> All committees with the exception of the Executive and Nominating Committees should consider inclusion of outside expertise.

Upon completion of the capital campaign, the Fundraising Leadership Committee may evolve into an ongoing Development Committee to support CIHC's annual operations. The role of the committee will be to review the recommendations of the Executive Director for fundraising and membership programs and government relations, and to be responsible for the successful achievement of fundraising goals through active participation in the fundraising process. The Development Committee will recommend to the Board for its approval development goals for membership, annual fundraising, capital campaigns, and endowment funds.

#### *Cultural Committee*

Based on the model of the Program Policy Committee of the Alaska Native Heritage Center Board, MMC recommends that the CIHC Board form a Cultural Committee, the role of which will be to maintain cultural authenticity for the CIHC. The Cultural Committee would have broad participation by representatives of California Indian tribes. Like the committee in Alaska, the Cultural Committee could form sub-committees from different regions of the state. In such a structure, each sub-committee would meet two or three times per year and would be responsible for nominating a pre-determined number of representatives from each region to serve a set term on the Cultural Committee and ensure that tribal representation in their region is equitable.

While a number of Native American cultural centers have formed advisory committees or councils of tribal elders separately from the Board, MMC's research suggests that integrating the Cultural Committee into the Board of Directors can give the committee's function added legitimacy and power, and it can ensure more effective communication between the Cultural Committee and the full Board of Directors.

#### *Finance Committee*

The role of the Finance Committee will be to oversee the CIHC's finance, budget, and investment matters. Responsibilities should include, but not be limited to, monitoring the corporation's stewardship of entrusted funds, the performance of investment managers, the annual audit, and reporting findings, conclusions, and recommendations to the Board.

### *Facilities and Grounds Committee*

The purpose of the Facilities and Grounds Committee will be to work in partnership with the DPR project team to oversee details of the CIHC construction. Once the CIHC is open, the committee will continue to work with DPR project teams in reviewing future building projects.

### *Marketing Committee*

The Marketing Committee will set policies regarding the CIHC's marketing and public relations activities and its public image in general and assess the activities that directly affect it.

### *Other Committees*

Additional committees and/or short-term task forces can be formed as appropriate.

## **CIHC STAFF STRUCTURE**

Although ERA AECOM will submit a complete staffing plan in a subsequent report, it is important to comment on how the governance structure will impact staffing for the CIHC. Although many cultural organizations have employed the bifurcated staffing models seen at the California State Railroad Museum and California Science Center, where staff is hired to work for the non-profit or the State, it is rarely the model of choice for a new organization being formed today. As stated previously, having two organizations, and thus two groups of employees, has the potential for inequity in pay and a lack of unity across all employees.

The directors of the Railroad Museum and Foundation, as well as the director of the California Science Center indicated to MMC that having staff work for two organizations may appear rigid on paper, but in practice, the line between the two organizations is blurred and staff works together toward the same goal. At the California Science Center, this is easier because all staff members work for the same director; this is an improvement on the Cooperating Association model in which the two staffs report to two directors who do not report to one another. But in order to ensure that his staff works in unison and does not feel an "us versus them" undercurrent in their office environment, Jeff Rudolph of the California Science Center said he dedicates a significant amount of effort to creating a collegial environment. Unfortunately, the smooth functioning of a two-tiered staff structure is largely dependent on the personal relationships between the directors, as there is

nothing written into the organizations' contractual agreements to ensure that staff work together and are treated equally.

As explained above, MMC recommends that the CIHC, like the California Science Center, be led by a single CEO. The contractual agreement between DPR and the CIHC Foundation should be considered carefully to ensure that State and non-profit employees will be treated equitably and that the staffing model will be as efficient as possible.

Everyone involved with planning for the CIHC agrees that hiring California Indians to work for the CIHC in key positions is a necessity. The State's civil service exam requirement and highly restrictive hiring guidelines may present a challenge to hiring candidates who are the best overall fit for the CIHC. Given these restrictions, the CIHC will want to strategically consider which positions should be employed by the State and which should be employed by the non-profit side of the organization. For example, if the CIHC hopes to employ Native Americans in positions to interpret the stories being told at the CIHC, it may want to place those positions on the non-profit side to allow for the greatest hiring flexibility.

## **SUMMARY OF RECOMMENDATIONS**

The following summarizes MMC's governance recommendations:

- Establish a governance model in which the CIHC is led by one CEO who reports to a single Board of Directors
  - Research and define the CEO's oversight role of both State and non-profit employees
- Expand the current Board of Directors to no more than 25 members, with at least 51% representing California Indian people, no more than 20% representing State government, and the remainder representing community representatives/other stakeholders
- Populate the Board with individuals who are passionate about the CIHC mission, can serve as advocates for the organization, and have the financial capacity to support the CIHC through personal donations and/or fundraising
- Set terms of office for Board service at a maximum of two, three-year terms
- Create Board committees to serve particular needs of the CIHC; utilize Board committees to invite outside voices and expertise
  - Form a Cultural Committee to involve broad tribal representation and to ensure cultural authenticity

- Establish a staff structure that promotes equality and includes flexible hiring practices
- Prioritize the hiring of California Indians in key staff roles
- Conduct research on legislative and regulatory requirements to implement the proposed governance and staffing structures

## APPENDICES

**APPENDIX A:  
BOARD RESOLUTION RELATING TO  
CIHC GOVERNANCE STRUCTURE**



## California Indian Heritage Center Task Force

### ***BOARD RESOLUTION RELATING TO CIHC GOVERNANCE STRUCTURE***

*Adopted by CIHC Task Force May 12, 2005*

It is resolved by the California Indian Heritage Center Task Force that;

- I. Pursuant to the requirements of Chapter 290, Statutes of 2002, the California Indian Heritage Center Task Force recommends to the Department of Parks and Recreation the following governance structure for the ongoing operation of the CIHC:
  - A. That the CIHC be developed and operated through a formal collaboration between California State Parks and a new nonprofit organization to be created for the purpose of supporting the planning, development and operation the CIHC consistent with the Task Force Vision Statement that declares the CIHC shall be under the guidance of California Indian People.
  - B. That the CIHC be legislatively established in California state government within California State Parks.
  - C. That the board of directors of the nonprofit organization shall include the Executive Secretary of the Native American Heritage Commission and the Director of the Department of Parks and Recreation, or designees, as ex-officio voting members.
- II. The CIHC Task Force requests State Parks to work with the Task Force and other communities of interest to develop, introduce and secure approval of legislation necessary to:
  - A. Establish the California Indian Heritage Center in California government within California State Parks.
  - B. Direct the Department of Parks and Recreation to enter into an operating agreement with the nonprofit organization whereby that organization may perform any and all responsibilities associated with the CIHC's planning, development and operation.
  - C. Specify that the board of directors of the nonprofit organization shall include the Executive Secretary of the Native American Heritage Commission and the Director of the Department of Parks and Recreation, or designees, as ex-officio voting members.
- III. The Chair of the CIHC Task Force shall appoint a Subcommittee on Nonprofit Organization and Bylaws to incorporate the nonprofit organization, secure state and federal recognition of nonprofit status, and prepare draft bylaws to be reviewed and approved by the CIHC Task Force.

Task Force Action May 12, 2005

Motion: As Amended: Hildreth

Second: Norton

Vote: Y--7 N--0 NV/A--0

Item is adopted as amended

**APPENDIX B:  
LIST OF INTERVIEWEES**

## LIST OF INTERVIEWEES

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- Bruce Bernstein**, Executive Director, Southwestern Association for Indian Arts; Past CIHC Consultant
- Ruth Coleman**, Director, California State Parks; CIHC Task Force Member
- Lee Davis**, Assistant Director, National Museum of the American Indian; Past CIHC Consultant; CIHC Core Advisory Group Member
- Reno Franklin**, Tribal Council Member & Tribal Preservation Officer, Kashia Band of Pomo Indians; CIHC Foundation Board Member
- Reba Fuller**, Tribal Council Government Affairs Specialist, Tuolumne Band of Me-Wuk Indians; CIHC Task Force Member; CIHC Foundation Chief Financial Officer
- Paul Hammond**, Director, California State Railroad Museum
- Susan Hildreth**, Former California State Librarian, Former CIHC Task Force Member
- Pam Horan**, Director, California State Railroad Museum Foundation
- Jarrell C. Jackman, Ph.D.**, Executive Director, Santa Barbara Trust for Historic Preservation
- Frank LaPena**, Professor Emeritus, Native American Studies, California State University of Sacramento; Artist; CIHC Advisory Group Member; CIHC Core Advisory Group Member
- Michelle LaPena**, Attorney, LaPena Law Corporation
- Peter Larsen**, CIHC Project Assistant, CIHC Project Team
- Ileana Maestas**, Museum Curator I, California State Indian Museum; CIHC Project Team
- Cristina Gonzales**, Assistant Museum Director/Registrar, Table Mountain Rancheria; CIHC Advisory Group Member; CIHC Core Advisory Group Member
- Bill Mungary**, Department Head-Community, Housing & Economic Development (Retired), Kern County; Native American Heritage Commission Commissioner; CIHC Task Force Member; CIHC Foundation Secretary
- Larry Myers**, Executive Secretary (Retired), Native American Heritage Commission; CIHC Task Force Chair; CIHC Foundation Chairperson/Chief Executive Officer
- Maureen Pascoe**, Capital Improvement Manager, City of West Sacramento
- David Quintana**, Political Consultant; CIHC Task Force Member; CIHC Foundation Board Member
- Dan Ramos**, Vice President, RAMCO Enterprises; CIHC Foundation Board Member
- John Ross**, President and CEO, Alaskan Native Heritage Center Museum
- Jeff Rudolph**, President and CEO, California Science Center
- Dave Shpak**, Park Development Manager, City of West Sacramento
- Adriane Tafoya**, Collections Manager, Jordan Schnitzer Museum of Art, University of Oregon; Former CIHC Core Advisory Group Member

**Cathy Taylor**, District Superintendent, Capital District State Museums and Historic Parks; CIHC Project Team

**Gena Timberman**, Executive Director, Native American Cultural & Educational Authority

**Cliff Trafzer**, Costo Professor of American Indian Affairs, University of California at Riverside; Native American Heritage Commission Commissioner; CIHC Core Advisory Group Member; CIHC Foundation Board Member

**Rob Wood**, Associate Park & Recreation Specialist, State Indian Museum; California Indian Heritage Center Project Coordinator; CIHC Project Team

**APPENDIX C:  
SUMMARY OF COMPARABLE ORGANIZATIONS**

## SUMMARY OF COMPARABLE ORGANIZATIONS

	<b>Governance Model</b>	<b>Reporting Relationships</b>	<b>Funding</b>	<b>Staffing</b>
<p><b>El Presidio de Santa Barbara State Park</b> <i>Santa Barbara, CA</i></p>	<p>Operating Agreement between DPR and non-profit Santa Barbara Trust for Historic Preservation (SBTHP)</p>	<ul style="list-style-type: none"> <li>• SBTHP operates relatively independently of DPR</li> <li>• Board of SBTHP governs El Presidio</li> <li>• Executive Director reports to Board of SBTHP</li> </ul>	<ul style="list-style-type: none"> <li>• Sources of income include earned revenue generated at park, contributed income from private sources, and income from endowment</li> <li>• State does not provide financial support for operations</li> </ul>	<p>All staff members are employees of the SBTHP</p>
<p><b>California State Railroad Museum</b> <i>Sacramento, CA</i></p>	<p>Cooperating Association contract between DPR and non-profit California State Railroad Museum Foundation</p>	<ul style="list-style-type: none"> <li>• Museum is a unit of DPR that receives additional support from Foundation</li> <li>• Museum Director reports to District Superintendent, Capital District, California State Parks</li> <li>• Foundation Director reports to Foundation Board</li> </ul>	<p>Funding is approximately half from the State and half is raised or earned by the Foundation</p>	<ul style="list-style-type: none"> <li>• Employees work for two different organizations (State and Foundation)</li> <li>• Museum Director leads State employees; Foundation Director leads Foundation staff</li> <li>• State hiring requires civil service exam</li> </ul>
<p><b>California Science Center</b> <i>Los Angeles, CA</i></p>	<p>Public-private partnership between the State and the non-profit California Science Center Foundation</p>	<ul style="list-style-type: none"> <li>• Science Center is a department of the State of California</li> <li>• 9-member Board of Directors is appointed by the Governor and sets policy for the institution</li> <li>• Foundation has self-electing Board of Trustees that fundraises for the institution</li> <li>• Single President &amp; CEO reports to both Boards</li> </ul>	<p>Funding is approximately half from the State and half from private sources</p>	<ul style="list-style-type: none"> <li>• Employees work for two different organizations (State and Foundation)</li> <li>• President &amp; CEO leads State and Foundation staff</li> <li>• State hiring requires civil service exam</li> </ul>



	<b>Governance Model</b>	<b>Reporting Relationships</b>	<b>Funding</b>	<b>Staffing</b>
<b>Alaska Native Heritage Center</b> <i>Anchorage, AK</i>	Private non-profit organization	<ul style="list-style-type: none"> <li>• Governed by 15-member Board of Directors</li> <li>• 7 positions reserved for Alaska natives</li> <li>• Program Policy Committee of the Board advises on cultural authenticity</li> </ul>	<ul style="list-style-type: none"> <li>• Sources of income include federal grants (55% of revenue), earned income (33%), and contributions (12%)</li> <li>• No city or state support</li> </ul>	<ul style="list-style-type: none"> <li>• Staff is combination of Native and non-Native individuals</li> <li>• No specific preference policy for hiring Native Americans, but staff expected to have understanding of Native heritage</li> </ul>
<b>American Indian Cultural Center &amp; Museum</b> <i>Oklahoma City, OK</i>	Owned and operated by the State of Oklahoma through the Native American Cultural and Educational Authority (state agency)	<ul style="list-style-type: none"> <li>• 11-member Board of Directors includes: 7 appointed members who are members of a federally recognized American Indian tribe and 4 appointed members from the business community</li> <li>• 6 additional non-voting positions for State officials</li> </ul>	<ul style="list-style-type: none"> <li>• Organization is in the midst of a capital campaign; \$82.9 million has been raised toward project goal of \$177.5 million</li> <li>• Funding has been received from State of OK (\$66.3 million), federal government (\$7.5 million), City of Oklahoma City (\$4.9 million), and private donations including Indian tribes (\$4.2 million)</li> </ul>	<ul style="list-style-type: none"> <li>• Two-thirds of current staff is Native American</li> <li>• Position descriptions state priority for hiring people with experience working with Native communities</li> <li>• State hiring requirements do not require civil service exam</li> </ul>

**APPENDIX D:  
SANTA BARBARA TRUST FOR HISTORIC PRESERVATION  
OPERATING AGREEMENT**

Operating Agreement

SANTA BARBARA TRUST FOR HISTORIC PRESERVATION

for

EL PRESIDIO DE SANTA BARBARA STATE HISTORIC PARK

STATE OF CALIFORNIA – RESOURCES AGENCY  
DEPARTMENT OF PARKS AND RECREATION  
CONCESSIONS DIVISION  
1416 NINTH STREET, 14<sup>TH</sup> FLOOR  
SACRAMENTO, CA 95814



OPERATING AGREEMENT

for

EL PRESIDIO DE SANTA BARBARA STATE HISTORIC PARK

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OPERATING AGREEMENT

SANTA BARBARA TRUST FOR HISTORIC PRESERVATION  
for  
EL PRESIDIO DE SANTA BARBARA STATE HISTORIC PARK

THIS OPERATING AGREEMENT (Agreement), by and between STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as “**State**”, and the Santa Barbara Trust for Historic Preservation, hereinafter referred to as “**Trust**”.

W I T N E S S E T H:

**WHEREAS**, State has acquired for park and recreational purposes certain real properties known as El Presidio de Santa Barbara State Historic Park located within Santa Barbara County; and

**WHEREAS**, pursuant to the provisions of Section 5080.36, et seq., of the California Public Resources Code, State may enter into an operating agreement with a qualified nonprofit organization for the development, improvement, restoration, care, maintenance, administration, and control of El Presidio de Santa Barbara State Historic Park; and

**WHEREAS**, State and Trust desire to enter into an Agreement to provide for the development, operation, control, and maintenance of El Presidio de Santa Barbara State Historic Park by Trust;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. PREMISES**

State authorizes Trust to develop, operate, control, and maintain El Presidio de Santa Barbara SHP as shown in "Exhibit A", attached and hereby made a part hereof, hereafter “Premises”. Trust agrees to accept Premises, including facilities covered by this Agreement, and take the same in their present condition "AS IS" with all faults, and

agrees to maintain the same in a safe and tenable condition, and, at any termination of this Agreement, to promptly turn back the same to State in the same or better condition, reasonable wear and tear excepted. State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Agreement. This Agreement is not intended to and does not create any third party rights and in no event shall be relied on by any party other than Trust and State.

## **2. TERM**

The term of this Agreement shall be for a period of **twenty (20) years** and shall commence on the first day of the month following approval by State and Department of General Services, as shown below. Should Trust hold-over after the expiration of the term of this contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month subject otherwise to all the terms and conditions of this contract.

## **3. USE OF PREMISES**

Trust agrees to develop, operate, control, and maintain the Premises as a State Historic Park (SHP) with related concessions and/or other facilities accessible and subject to the use and enjoyment of the general public. Development and operation of the Premises shall be conducted in accordance with the El Presidio de Santa Barbara SHP General Plan, State Park and Recreation Commission policies, and all federal, state, and local government statutes, laws, and regulations.

In keeping with the General Plan, the Trust may use the facilities for tours, displays, archeological/historical research, artifact storage and preservation, library collections, and other activities consistent with the mission of the park.

Subject to the requirements of Paragraph 5 and Paragraph 6, Construction and Completion of Improvements, Trust may reconstruct, rehabilitate, or otherwise develop facilities necessary or convenient to assist in the development, improvement, restoration, care, maintenance, administration, and control of the park.

Upon approval by the District Superintendent, Trust may rent or lease the premises for temporary uses other than the primary purposes stated in the General



Plan as long as the uses do not conflict with the primary purpose of the park. Such rentals shall not be granted for periods greater than one year without written approval from the State.

Upon approval by the District Superintendent, Trust may permit use of the premises or portions thereof for special events (i.e., historical pageants, fiestas, musical concerts, weddings, receptions, banquets, or similar types of activities) as long as such uses do not conflict with the primary purpose of the park and the uses are considered temporary in nature.

Trust shall establish a schedule of fees, rates, and charges for the use of real property and facilities.

Trust may adopt rules and regulations for the use and enjoyment of the Premises by the public. Any such rules and regulations adopted by Trust shall conform to and be consistent with the rules and regulations adopted by State and generally applicable to the California State Park system. The Premises shall not be used for any purpose other than those permitted by this Agreement.

Trust shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior written consent of the State.

#### **4. CONSIDERATION**

In consideration of the services to be performed by Trust pursuant to this Agreement, State hereby authorizes the use of the Premises by Trust on a rent-free basis on the condition that Trust exert a good faith effort in performing the terms and conditions of this Agreement. In the event that Trust fails to perform in good faith, subject to the provisions of Paragraph 16, the Premises shall revert back to the State, at State's option, and State shall have the right to pursue any other remedies available under this Agreement and/or otherwise available by law.

Any income to Trust derived from its control and operation of Premises for services, benefits, or accommodation to the general public, or otherwise, shall be used only for the development, renovation, operation, and maintenance of lands and/or facilities located within El Presidio de Santa Barbara SHP. At the termination of this

Agreement, any such portion of income as may exceed costs and expenses shall be remitted to State in accordance with PRC Section 5080.32 (b)(2).

## 5. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

The Trust shall produce a schedule of development in accordance with the General Plan. Said schedule shall be submitted to the State with the Trust's annual budget for approval and when approved, the Trust shall limit construction and reconstruction to that described in said schedule. The Trust shall also submit to the State with the annual budget a report detailing progress on previously approved construction and reconstruction projects.

At no cost or expense to State, Trust may undertake new construction, reconstruction and alterations (collectively "Alterations") to enhance public recreation facilities. (Terms and conditions for maintenance are covered on page 6, section 6.) Alterations with a value of ten thousand dollars (\$10,000) or greater shall receive prior written approval by State. In the event that Trust desires to make Alterations to the Premises or any part of the Premises for projects with a value from ten thousand dollars (\$10,000) up to a maximum of fifty thousand dollars (\$50,000), the Trust shall obtain the written approval by the State prior to the commencement of any work. Plan review and approval process shall be as follows: For Alterations with a value between ten thousand dollars (\$10,000) and fifty thousand dollars (\$50,000), the Trust shall submit a 1-page **Operating Agreement Project Proposal (Exhibit B)** form to the State for review and approval. For Alterations of conforming buildings valued over fifty thousand dollars (\$50,000), the Trust shall complete an **OPERATING AGREEMENT PROCEDURES FOR PROJECT REVIEW AND APPROVAL (Exhibit C)** form. All modifications and additions shall be made in accordance with State's standards for construction and completion of improvements. Further, all Alterations shall be made in accordance with State's general planning principles and with all applicable municipal, state and federal laws, rules and regulations.

For purposes of this Agreement:

- A. "Conforming buildings" shall mean structures, facilities or grounds that are original historic or reconstructed, such as Chapel, Officer's quarters,

El Cuartel, Northeast corner, Alhecama Theater, Research Center, new Visitor Center, including historic gardens and grounds.

- B. "Non-conforming buildings" shall mean structures, facilities or grounds that are Restaurants, deli's, private residences, storage sheds, bungalows, residences currently used as offices; essentially all other buildings or facilities contemplated for either relocation or to be demolished per the park's General Plan.

At its sole cost and expense, Trust shall obtain all permits, licenses and other approvals required for completion of all facility improvements undertaken during the term of this agreement. Such permits may include, but are not limited to, those required under the California Environmental Quality Act (CEQA), Public Resources Code 5024, county Fire Department, California Coastal Act, California Building Code, and State Fire Marshall.

Once prior approvals, permits, etc. have been received as required herein above, and the work on any Alteration has begun, Trust shall prosecute to completion with reasonable diligence all approved Alterations. All work shall be performed in a professional manner, and will comply substantially with plans and specifications submitted to State as required herein and with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of Trust, at its own cost and expense, to obtain all licenses, permits, security, and other approvals necessary for the construction of approved Alterations. Trust shall comply with public bidding requirements as set forth in the California Public Contract Code for Alterations paid for, in whole or part, with Federal or State funds.

For all Alterations erected on the Premises by Trust, upon completion of construction, Trust shall (1) record a Notice of Completion, with a copy provided to the State; (2) provide State with a complete set of "as-built" plans for all improvements in a format reasonably acceptable to State; (3) submit evidence that all improvements are clear of any mechanic's liens; (4) submit a verified accounting of the cost for Alterations, excluding equipment and trade fixtures that are the personal property of Trust; and (5) submit a verified report demonstrating full compliance with the pertinent municipal, state

and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Titles I, II and III.

Title to all Alterations existing or hereafter erected on Premises, regardless of who constructs such improvements, shall immediately become State's property, and, upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in State, without compensation to Trust. Trust agrees never to assail, contest, or resist said title. The foregoing notwithstanding, State may elect, by notice to Trust, that Trust must remove any Alterations that are peculiar to Trust's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, Trust shall bear the cost of restoring the Premises to their condition prior to the installment of the Alterations peculiar to the Trust's use of the Premises.

## **6. MAINTENANCE OBLIGATIONS OF TRUST**

During the term of this Agreement and at Trust's own cost and expense, Trust shall maintain and operate the Premises including equipment, personal property, and alterations or improvements of any kind that may be erected, installed, or placed thereon in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. During the term of this Agreement it shall be the Trust's responsibility to insure that the Premises are maintained to the satisfaction of State. All construction, operation, and maintenance shall be in accordance with all laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work.

The Trust shall budget no less than seven percent (7%) of revenues obtained from facilities for facility maintenance and repair. The Trust shall have complete responsibility for maintenance of Premises under its jurisdiction, including but not limited to, sidewalks, and shall at all times maintain said Premises in a neat, clean, and functional manner. The Trust shall have authority for street and sidewalk repair or structural maintenance and repair of any building when such repairs do not exceed ten thousand dollars (\$10,000) in any single instance. When cost of such repair, alteration, or maintenance is estimated to exceed ten thousand dollars (\$10,000) on any single

maintenance, alteration, or repair item, prior written approval of State or its authorized representative is required. Emergency repairs may be undertaken prior to receiving written approval when conditions warrant; however, notification in writing shall be forwarded to the District Superintendent at the earliest possible time.

Should Trust fail, neglect, or refuse to undertake and complete any required maintenance, State shall have the right to perform such maintenance or repairs for the Trust. In this event, Trust shall promptly reimburse State for the cost thereof, provided, however, that State shall first give Trust ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvement on the Premises. Trust hereby expressly waives the right to make repairs at the expense of the State and the benefit of Sections 1941 and 1942 of the California Civil Code relating thereto, if there be any. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Agreement.

State reserves the right to enter the Premises for inspection and work related to its care and maintenance during the term hereof, provided that State shall give Trust reasonable written notice of its intention to do any of the work herein mentioned before such work is undertaken.

## **7. CONCESSIONS**

Subject to prior written approval by State, Trust may grant concessions in or upon the Premises consistent with the requirements of State under Sections 5080.33 and 5080.34 of the California Public Resources Code. All concession contracts shall be subject to the requirements of the California Public Resources Code Section 5080.20 and shall be assumable and/or subject to termination by State, at State's sole discretion, in the event this Agreement is terminated by its terms. No concessions that exploit public lands for commercial purpose shall be granted by Trust. Further, all concession agreements shall be made subject to audit by State. State shall have the right, through its representative and at all reasonable times, to examine and copy all working papers supporting Concessionaire's annual financial statement. In addition, the State, acting

through its representative, may conduct additional independent reviews of the concession operations upon written notification of such intent to Trust.

The Trust may concession, rent, or lease portions of the Premises, under the following conditions:

- A. Leases and concession agreements shall not have a term greater than one year without written approval of the State.
- B. Except as provided below, all concessions and leases shall indicate that the concessionaire or lessee has been advised and shall comply with the terms and requirements of this operating agreement.
- C. In the event of termination of this agreement, State, at its sole option, may elect to treat any tenant or holder of an interest conveyed by the Trust as State's tenant, subject to the terms and conditions of this agreement and that entered into between the Trust and the Trust's assignee, tenant, or holder of an interest conveyed by the Trust.
- D. No property shall be subleased or operated by others at less than the fair market value without prior written consent by State.
- E. In accordance with this agreement, the revenues received by the Trust from any concession or lease on the Premises shall be used only to maintain, construct, reconstruct, control, interpret, administer, and to operate the Premises or shall be remitted to State in accordance with PRC 5080.32.
- F. The Trust shall not permit any uses which create a hazard to the public or tenants. Tenant uses shall be evaluated at intervals of no less than one year to ensure compliance with fire codes and materials storage requirements. Any tenant not in compliance shall be instructed to rectify violations immediately. Tenants consistently found to be out of compliance shall be removed from the properties in a manner consistent with tenant landlord legal standards.

## 8. TAXES

By signing this contract, Trust acknowledges that occupancy interest and rights to do business on state property being offered Trust by this agreement may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Trust to liability for the payment of property taxes levied on such possessory interest.

Trust agrees to pay all lawful taxes, assessments, or charges that at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this contract, or any possessory right that Trust may have in or to the premises covered hereby, or the improvements thereon by reason of Trust's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Trust in or about the Premises.

## 9. RECORDS AND ACCOUNTS

At all times during the term of this Agreement, Trust shall keep separate, true, and complete books, records, and accounts of all income and fees received and all expenditures made by Trust in relation to concessions, events, special services, and all other matters incident to the development, control, and operation of the Premises.

Budget Reports: Prior to April 1 of each year, Trust shall prepare and submit to State a proposed budget for development, improvement, restoration, care, administration, and control of the Premises during the subsequent fiscal year. If the State disapproves any element of the Budget Report, Trust shall promptly submit to State all necessary modifications and revisions. Failure of State to disapprove by June 15<sup>th</sup> or within sixty (60) days of receipt, whichever is later, shall be deemed to be the State's approval of said budget. No expenditures shall be made until said budget is so approved. No modifications of said budget shall be made without approval of the State; however, no amendment of this agreement shall be required for such modification.

Financial Statements: Trust shall report to State all income generated by and expenditures related to the Premises in a manner acceptable to State on an annual basis, which annual report shall be submitted for the fiscal period commencing July 1<sup>st</sup>

and ending June 30<sup>th</sup> of each year, and shall be filed with State no later than September 30<sup>th</sup> annually. In addition, within forty-five (45) days of the expiration or termination of this Agreement, Trust shall submit to State a statement of income and expenditures for the period of operation not previously reported, prepared as set forth above.

Following submittal of the annual financial statement, the District Superintendent or designee shall hold a public meeting for discussion of the report and any operating policies and procedures. Any recommendation resulting from the annual public meeting shall be submitted by the District Superintendent to the Director for review and approval.

Monthly Attendance Report: Trust shall provide State with a monthly attendance report to include a reasonable estimate of the number of visitors and vehicles to El Presidio de Santa Barbara SHP per month. Such monthly report shall be submitted to State by the 15<sup>th</sup> day of the following month.

The books, records, and accounts applying to the operation of the Premises and kept by Trust shall be open for audit or inspection by State at all reasonable times. All records shall be kept by Trust for a period of at least four (4) years. Trust shall be subject to State's audit requirements and remedies as set forth herein.

## **10. UTILITIES AND SERVICES**

Trust shall be responsible for all expenses resulting from utilities supplied to the Premises. Trust shall be responsible for distribution systems and all related expenses within the Premises.

## **11. INSURANCE**

Liability Insurance: At its sole expense, Trust agrees to maintain in force during the term of this Agreement comprehensive general liability insurance, insuring against claims for injuries to persons or property occurring in, upon, or about Premises. The insurance shall have limits of not less one million dollars (\$1,000,000) for injuries to person or persons; not less than one million dollars (\$1,000,000) for property damage; and said limits shall be per occurrence and shall be adjusted every five (5) years to reflect changes in the prior year's Consumer Price Index (CPI).



Fire Insurance: Fire insurance with extended coverage endorsements thereon on all improvements located on the Premises, whether furnished by State or constructed upon the Premises by Trust and/or any concessionaire, in the amount of coverage for conforming buildings shall be for the full replacement cost thereof, and for non-conforming buildings, coverage shall be for a lesser amount as determined in writing by the State. The fire policy shall contain an endorsement naming the Trust and/or any concessionaire as the insured provided that if there is a lender on the security of the improvements so insured, the proceeds of any such policy or policies may be made payable to such lender.

Each policy of liability insurance shall contain additional named insured endorsements in the name of the State of California, through its Department of Parks and Recreation, as to all insurable interests of the State including, but not limited to, the Premises and all contents as follows:

- A. State of California, its officers, employees, and servants are included as additional insured but only insofar as operations and facilities under this Agreement are concerned.
- B. The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to State.

No cancellation provision in any insurance policy shall diminish the responsibility of the Trust to furnish continuous insurance throughout the term of the Agreement. Each policy shall be underwritten to the satisfaction of the State. A signed Certificate of Insurance, with each endorsement required, including but not limited to State's additional insured endorsement, shall be submitted to State at the time this Agreement is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, Trust shall submit to State a signed and completed Certificate of Insurance, with all endorsements required by this paragraph, showing, to the satisfaction of State, that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, Trust shall furnish State with a signed and complete copy of the required policy and/or evidence of self-insurance.

Trust agrees to impose the foregoing insurance requirements on any and all concessionaires, lessees, special event permittees or other third parties using or occupying any conforming structures, facilities or buildings and shall require that State be named as an additional insured on all policies. Failure to provide any of the required insurance and/or endorsements shall constitute a material breach of this Agreement.

## **12. HOLD HARMLESS AGREEMENT**

Trust shall indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to attorneys fees, experts fees, and costs of suit), arising indirectly or directly out of the development, operation, or maintenance of the Premises by Trust, or in any way related to the performance of this Agreement by Trust, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulations, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III ["ADA"], however caused or alleged to have been caused, provided, however, in no event shall Trust be obligated to defend or indemnify State with respect to the sole negligence or willful misconduct of State, its employees, or agents (excluding Trust herein, or any of its concessionaires.).

In the event State is named as co-defendant in a legal action under the provisions of the Government Code Section 810 et seq., and served with process of such legal action, State shall immediately notify Trust of such fact and Trust shall represent State in such legal action as provided herein unless State undertakes to represent itself as co-defendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney's fees.

In the event judgment is entered against State and Trust because of the concurrent negligence of State and Trust, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

**13. EMINENT DOMAIN PROCEEDINGS**

If the Premises or any portion thereof is taken by proceedings in eminent domain, State shall receive the entire award for such taking.

**14. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING**

This Agreement is not assignable. It may not be assigned, mortgaged, hypothecated, or transferred by Trust, whether voluntary or involuntary or by operation of law,. without obtaining the prior written consent of State.

**15. NOTICES**

Any notice and/or report required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

State:	Department of Parks and Recreation Channel Coast District Office 911 San Pedro Street Ventura, Ca 93001 (805) 585-1850
Trust:	Santa Barbara Trust for Historic Preservation P.O. Box 388 Santa Barbara, CA 93102 (805) 965-0093
Copy to:	Department of Parks and Recreation Concessions, reservations and Fees Division P.O. Box 942896 Sacramento, California 94296-0001 (916) 653-7733

**16. DEFAULTS AND REMEDIES**

Any failure by a party to this Agreement to observe or perform a provision of this Agreement, where such failure continues for thirty (30) days after written notice of such failure, shall constitute a default and breach of this Agreement. However, if the nature of the default is such that it cannot be reasonably cured within the thirty (30) day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion. Upon an event of default by State, Trust shall have the right to terminate this Agreement by providing written notice to State.

Upon an event of default by Trust, State shall have the right to terminate this Agreement and obtain possession of the Premises in accordance with Paragraph 18.A at any time by written notice to Trust. In such event, State shall be entitled to all rights and remedies at law and/or in equity, including but not limited to, costs and expenses incurred by State in recovering possession of and/or restoring the Premises, and compensation for all detriment proximately caused by Trust's failure to perform its obligations under this Agreement.

**17. TERMINATION**

Notwithstanding the provisions of Paragraph 16, DEFAULTS AND REMEDIES, either party may terminate this Agreement for any reason. The party who wishes to terminate the Agreement shall give written notice of its intention no later than three hundred and sixty five (365) days before the scheduled termination date. Such notice shall be given in writing and, subject to the provisions of Paragraph 18, shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement.

**18. SURRENDER OF THE PREMISES; HOLDING OVER**

Surrender: On expiration or within thirty (30) days after earlier termination of this Agreement, Trust shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that Trust is obligated to remove. Trust shall remove all of its personal property and shall

perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing.

If Trust fails to surrender the Premises to State on the expiration, or within thirty (30) days after earlier termination of the term as required, Trust shall hold State harmless for all damages resulting from Trust's failure to surrender the Premises.

Holding Over: After the expiration or earlier termination of the term and if Trust remains in possession of the Premises with State's express consent, such possession by Trust shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All provisions of this agreement except those pertaining to the term shall apply to the temporary tenancy.

#### **19. REAL PROPERTY ACQUISITION**

It is understood and agreed to by the parties that all applications for real property rights, appurtenant to the Premises, shall be made in the name of and on behalf of State, and shall be subject to the prior written approval of State.

#### **20. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES**

Trust shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. Trust acknowledges and warrants that it is, or will make itself, through its responsible managers, reasonably knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historical preservation, environmental impacts, and building standards.

#### **21. NONDISCRIMINATION**

Pursuant to Public Resources Code Section 5080.34, this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color,

religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability (mental and physical) including HIV and AIDS.

Trust shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Trust shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Trust shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this agreement.

In the event of violation of this paragraph, subject to the provisions of Paragraph 18.A., State will have the right to terminate this agreement, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by Trust.

## **22. DISABILITY ACCESS LAWS**

With regard to all operations and activities that are the responsibility of Trust under this Agreement, and without limiting Trust's responsibility under this Agreement for compliance with all laws, Trust shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, California State Parks Accessibility Guidelines and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which Trust is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, Trust also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at Trust's

sole cost and expense. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

### **23. UNION ORGANIZING**

Trust shall not use the Premises to hold a meeting with any employee(s) or supervisor(s) if the purpose of the meeting is to assist, promote, or deter union organizing. This provision does not apply if the Premises are equally available, without charge, to the general public for holding a meeting. Breach of this provision shall subject Trust to civil penalties and damages pursuant to California Government Code §§ 16645.5 and 16645.8.

### **24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

By signing this Agreement, Trust does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Trust within the two-year period immediately preceding the date of this Agreement because of Trust's failure to comply with a federal court order that Trust shall comply with an order of the National Labor Relations Board.

### **25. DRUG-FREE WORKPLACE**

Trust agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced by the executed Standard Form 21, Drug-Free Workplace Certification, attached hereto as **Exhibit "D"** and made a part of this Agreement.

### **26. ENVIRONMENTAL COMPLIANCE AND RESOURCE PROTECTION**

Trust shall comply with State's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. These mandates include the California Public Resources Code Sections 5024 and 5097 et seq., State's Resource Management Directives, and the United States Secretary of the Interior's Guidelines for Historic Preservation.

**27. HAZARDOUS SUBSTANCES**

On the Premises Trust shall not:

- A. keep, store, or sell any goods, merchandise, or materials that are in any
- B. way explosive or hazardous;
- C. carry on any offensive or dangerous trade, business, or occupation;
- D. use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way;
- E. do anything other than is provided for in this Agreement.

Nothing in this paragraph shall preclude Trust from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in the care, maintenance, administration, and control of parklands. Gasoline, oils, and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.

Trust shall comply with all laws, federal, state, or local, existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event the State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the Trust's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Trust shall protect, indemnify, defend, and hold harmless any of these individuals against such liability. Where Trust is found to be in breach of this provision due to the issuance of a government order directing Trust to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by Trust or any person acting under Trust's direct control or authority, Trust shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by the State in connection with or in response to such government order.

Notwithstanding the foregoing, in the event a government order is issued naming Trust, or Trust incurs any liability during or after the term of the Agreement in connection with contamination that preexisted the Trust's obligations and occupancy under this



Agreement, or prior agreements or that were not directly caused by Trust, the State shall be solely responsible as between Trust and State for all expenses and efforts in connection therewith, and State shall reimburse Trust for all reasonable expenses actually incurred by Trust therewith.

All pest control activities, chemical and non-chemical, shall be approved by State prior to action by the Trust. Trust or the pest control business acting on behalf of Trust shall submit a DPR 191, Pest Control Recommendation, or equivalent to State for approval. State has fourteen (14) days to approve or deny the request. Failure of State to object to the DPR 191, Pest Control Recommendation, prior to the expiration of said 14-day period shall be deemed approval of the submitted DPR 191 Pest Control Recommendation. State review and approval shall be solely for compliance with State's policies and in no way shall relieve Trust or its contractors, employees, agents, or representatives from compliance with all laws and regulations concerning such activities, nor from carrying out the work in a workmanlike manner.

Trust or the pest control business acting on behalf of Trust shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, Pest Control Recommendation, or equivalent.

## **28. SIGNS AND ADVERTISING**

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, or circulated or published without prior written approval of the State. Approval will be granted only when said signs or advertising is consistent with the purposes of this Agreement.

## **29. INTELLECTUAL PROPERTY RIGHTS**

Any names, logos, trademarks, and/or copyrights developed during and/or pursuant to this Agreement that in any way associate, identify, or implicate an affiliation with California State Parks shall be approved by State for use, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this Agreement.

Any Works developed by Trust pursuant to this Agreement with revenue from the Premises or from funds provided by the State shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this Agreement. These Works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other work developed in the performance of this Agreement, including all related copyrights and other proprietary rights therein. Upon request, Trust shall deliver to State the disk or tape that contains the design files of any Work that is performed with the assistance of Computer Aided Design and Drafting Technology, and shall specify the supplier of the software and hardware necessary to use said design files. Trust intends and agrees to assign to State all rights, title, and interest in and to such Works as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

Trust warrants that it is the sole exclusive owner and has the full right, power, and authority over all tangible and intangible Works provided to State in connection with this Agreement, and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlements, encumbrances, or security interests.

Trust agrees not to incorporate into or make any Works dependent upon any original Works of authorship or Intellectual Property Rights of third parties without (1) obtaining State's prior written permission, and (2) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display, and distribute, for any purpose whatsoever, any such prior Works.

Trust further warrants that all Works do not infringe or violate any patent, copyright, trademark, trade secret, or any other intellectual property rights of any person, entity, or organization. Trust agrees to execute any documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights or any other statutory protection in such Works including an assignment of any copyright in the Works. Trust further agrees to incorporate these provisions into all of its contracts with architects, engineers, and other consultants or contractors.

Trust, at its sole expense, shall hold harmless, protect, defend, and indemnify State against any infringement action and/or dispute brought by a third party in connection with any Work hereunder. Trust shall pay all costs, expenses, losses, damages, judgments, and claims including reasonable attorney's fees, expert witness fees, and other costs.

### **30. PARTICIPATION IN STATE PARK MARKETING PROGRAMS**

Trust acknowledges that State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public. Trust agrees to cooperate in this program in the manner described below without compensation from the State for such cooperation.

- A. Trust agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.
- B. Trust agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.
- C. Trust agrees to rent or sell, along with all other items of merchandise that are part of the Trust's normal and customary inventory, any item of merchandise that the State approves under this program, provided that Trust is authorized to sell or rent it under the terms of the Agreement, and the Trust receives reasonable compensation for its sale.

### **31. CHILD SUPPORT COMPLIANCE ACT**

Trust recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code.

To the best of its knowledge Trust is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**32. DISPUTES**

Trust shall continue with any and all responsibilities under this Agreement during any dispute.

**33. LIMITATION**

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect Premises.

**34. PARAGRAPH TITLES**

The paragraph titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

**35. AGREEMENT IN COUNTERPARTS**

This Agreement is executed in counterparts, each of which shall be deemed an original.

**36. AGREEMENT IN WRITING**

This Agreement contains and embraces the entire Agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any Agreement between the parties unless such Agreement be expressed in writing, signed, and acknowledged by the State and Trust or their successors in interest.

**37. INSPECTION**

State or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine compliance with the provisions of this Agreement.

**38. SUCCESSORS IN INTEREST**

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, and administrators, of all the parties hereto, all of who shall be jointly and severally liable hereunder.

**39. PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**40. TIME OF ESSENCE**

Time shall be of the essence in the performance of this Agreement.

**41. DURATION OF PUBLIC FACILITIES**

By entering into this Agreement, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding the Premises.

**42. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS**

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, or

privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to the Trust shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Agreement shall be deemed cumulative.

#### **43. INTERPRETATION OF AGREEMENT**

This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

#### **44. INDEPENDENT CONTRACTOR**

In the performance of this Agreement, Trust and the agents and employees of Trust shall act in an independent capacity and not as officers or employees or agents of the State.

#### **45. MODIFICATIONS AND APPROVAL OF AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This Agreement, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

#### **46. STATE'S DISTRICT SUPERINTENDENT**

For the purposes of this agreement, the "District Superintendent" is the State representative responsible for the Premises. The District Superintendent is charged with the day-to-day administration of this agreement and is the Trust's initial contact with the State for information, agreement performance, and other issues as might arise. The

District Superintendent may delegate these responsibilities to a Sector or Park Superintendent or other individual.

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

**SANTA BARBARA TRUST FOR  
HISTORIC PRESERVATION**

**STATE OF CALIFORNIA  
CALIFORNIA PARKS AND RECREATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED:  
DEPARTMENT OF GENERAL SERVICES:**



**APPENDIX E:  
CALIFORNIA RAILROAD MUSEUM FOUNDATION  
COOPERATING ASSOCIATION CONTRACT**

# **COOPERATING ASSOCIATION CONTRACT**

## **CALIFORNIA STATE RAILROAD MUSEUM FOUNDATION, INC. LOCATED IN SACRAMENTO COUNTY, CALIFORNIA**

**THIS CONTRACT** is made and entered into on this 11TH day of August, 1998, by and between the STATE OF CALIFORNIA, acting through the State Department of Parks and Recreation, hereinafter referred to as "STATE", and CALIFORNIA STATE RAILROAD MUSEUM FOUNDATION, INC., hereinafter referred to as "FOUNDATION," a nonprofit corporation incorporated under the laws of the State of California.

### **WITNESSETH:**

**WHEREAS**, there is in the Gold Rush District of California State Parks the Railroad Sector, which includes the California State Railroad Museum, Old Sacramento State Historic Park, and Railtown 1897 State Historic Park, with facilities located in the Counties of Sacramento and Tuolumne, hereinafter referred to as "MUSEUM."

**WHEREAS**, the mission of the STATE includes the interpretation of significant natural, cultural, and recreational resources for the inspiration, use, and enjoyment of all people, and whereas this mission will be promoted if interpretive and educational programs are supported and interpretive materials describing and interpreting the MUSEUM and its available facilities are distributed at the MUSEUM; and

**WHEREAS**, the mission of the MUSEUM is to collect, preserve, study, exhibit and interpret selected aspects of railroads and railroading, with an emphasis on California and the West, for the education, enjoyment and entertainment of the widest possible audience;

**WHEREAS**, the mission of the FOUNDATION is to raise and manage funds to support the MUSEUM, and to assist the STATE in carrying out the mission of the MUSEUM;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

#### **1. TERM**

The term of this contract shall be effective on the date first above appearing, and shall remain in effect until terminated as provided for in Section 15, following.

#### **2. ROLE OF THE COOPERATING ASSOCIATION**

A. The FOUNDATION shall assist the STATE in conserving and interpreting the unit of California State Parks described as the Railroad Sector for the benefit of the public.

B. The FOUNDATION may sponsor, publish, purchase, and distribute or sell appropriate maps and literature, illustrative materials, and other items which increase visitor understanding and appreciation of California State Parks values and purposes.

C. The FOUNDATION may acquire and display materials, equipment, and other items, and may acquire and disburse funds, for use in the educational and interpretive programs of the MUSEUM.

D. The FOUNDATION may fund docent programs, historical and environmental education activities, interpretive programs, seminars, lectures, restoration projects, and special events; operate stores, conduct membership programs, and perform other activities that contribute to the STATE'S educational and interpretive programs.

E. The FOUNDATION may plan, organize, and implement fund-raising programs to acquire contributions to support the interpretive and educational activities of the MUSEUM.

F. The FOUNDATION may assist in establishment of similar cooperating associations in other units of California State Parks.

### 3. CHARGES

The FOUNDATION may levy charges for programs, services, products, and for literature in accordance with the fee schedule approved by the STATE, and in areas as designated by the STATE.

### 4. SALES ITEMS

A. The FOUNDATION may sell only items which have been approved by the STATE. Prior to publication, the STATE shall approve any FOUNDATION publication to be sold and distributed to the public.

B. The FOUNDATION shall display the sales items in keeping with the general design and decor of the MUSEUM.

C. 1. The FOUNDATION is not by this agreement granted the right to sell items, the sale of which would infringe on applicable rights of any existing concession agreement with another party.

2. The FOUNDATION may be permitted to offer convenience and related merchandise to enhance the comfort and enjoyment of visitors, as long as such items are approved by the STATE.

3. Where a concession operation does not exist, or where changes to an existing concession contract are pending, the FOUNDATION may request of the STATE that said concession contract exclude specific interpretive items currently being sold and distributed by the FOUNDATION.

D. The STATE reserves the right to determine and control the nature and type of merchandise, services, and activities which may be sold or furnished by the FOUNDATION. The FOUNDATION shall assist the STATE in removal of any sales items, art work, displays, or other objects and/or in the cancellation of any activities judged by the STATE to be inappropriate for presentation in the MUSEUM.

## 5. REVENUE

A. Methods: Financial records for the FOUNDATION'S operation shall be kept in accordance with state and federal law, and in keeping with good business practices.

B. Inspection of Procedures: Financial records for the operation shall be available for inspection by the STATE at any reasonable time. The STATE may, on reasonable notice, review the internal controls of FOUNDATION business operations, and evaluate the benefits occurring to the State Park System.

C. Revenue: Revenues shall be acquired and funds expended by the Foundation only in accordance with its Articles of Incorporation and Bylaws which say in part “ The Goals of this corporation shall be:

- a) To aid the California State Railroad Museum in conserving and interpreting railroad history and technology for the benefit of the public.
- b) To sponsor, publish, purchase and distribute/sell appropriate literature, illustrative materials and other items which will increase visitor understanding and appreciation for the values and purpose of the California State Railroad Museum.
- c) To acquire materials, equipment, and other items for use in the education and interpretive programs of the California State Railroad Museum.
- d) To sponsor, support and assist docent/volunteer programs, environmental educational activities, seminars, lectures and other activities that contribute to the educational and interpretive programs of the California State Railroad Museum.
- e) To plan, organize, and implement fund development programs to enable continuing contributions to support the California State Railroad Museum“.

D. Contract Audit: The STATE or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of the contract. FOUNDATION agrees to provide the STATE or its delegatee with any relevant information requested and shall permit the STATE or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. FOUNDATION further agrees to maintain such records for a

period of three (3) years after termination of the contract.

## **6. ANNUAL REPORT**

The FOUNDATION shall furnish to the STATE a report in writing, within 120 days of the close of its fiscal year, containing a cover sheet, a summary statement, a financial statement, a completed IRS Form 990 and IRS Form 990T (if applicable), and a report of activities.

## **7. FACILITIES**

The STATE may, by separate agreement, provide the FOUNDATION with facilities to be used or occupied by the FOUNDATION for the purpose of carrying out the terms of this contract.

## **8. TITLE**

All improvements, alterations, and restored facilities constructed under this contract shall become the property of the State of California, and the STATE shall not be responsible for the cost of such improvements, alterations, and restorations. Title to all improvements shall vest in the STATE immediately on their becoming affixed to the STATE'S real property.

## **9. POSSESSORY INTEREST**

It is not the intention of the parties to this agreement to create any possessory interest or tenure by the FOUNDATION in any property of the State Park System; however, this agreement may create or cause to be created a possessory interest in public land within the meaning of Revenue and Taxation Code Section 107. In the event such possessory interest is created, the FOUNDATION may be subject to the payment of property taxes levied on such possessory interest.

The FOUNDATION hereby agrees to pay any such property taxes levied. The FOUNDATION agrees to pay the above and all other lawful taxes, assessments, or charges which may at any time be levied by the state, county, city, or any tax or assessment levying body on any interest in this contract which the FOUNDATION may have in or to the premises covered by the contract, as well as taxes and assessments on goods, merchandise, fixtures, appliances, equipment, and property owned by it in or around said premises.

## **10. FOUNDATION PERSONNEL**

- A. 1. The FOUNDATION understands and specifically agrees to inform its employees and volunteers that the FOUNDATION is an independent contractor to the STATE.
2. The FOUNDATION understands and specifically agrees to inform its employees or volunteers that they are not employees of the STATE. Employees of the Foundation, with the approval of the STATE and the FOUNDATION may serve as volunteers to

the STATE.

3. Volunteers, acting on behalf of the FOUNDATION, conducting solely the business of the FOUNDATION, as a nonprofit corporation, must understand that they are not employees or volunteers of the STATE.

B. All FOUNDATION employees involved in visitor contact shall be trained in the MUSEUM'S visitor services program before assuming such responsibilities.

C. FOUNDATION employees who come in direct contact with the public shall wear a uniform or name badge by which they may be known and distinguished as employees of the FOUNDATION.

D. The FOUNDATION shall review the conduct of any of its employees whose actions or activities are considered by the FOUNDATION or the STATE to be inconsistent with proper administration of the MUSEUM and enjoyment and protection of visitors, and shall take actions as are necessary in a timely manner to fully correct such conduct.

## 11. STATE PERSONNEL

A. STATE will provide a Cooperating Association Liaison (CAL) as the principle representative between the STATE and the FOUNDATION. Unless otherwise designated, the CAL is the Museum Director, California State Railroad Museum. In this capacity, the CAL will be responsible for the following:

1. Attend all meetings of the FOUNDATION Board of Directors (except for closed Executive sessions);
2. Maintain communications and be certain that the activities and funding priorities of the FOUNDATION are consistent with those of the STATE;
3. Oversee the contract between the STATE and the FOUNDATION.

B. On request of the FOUNDATION, the Museum Director may, subject to the availability of staff and funds, provide other assistance to the FOUNDATION as needed.

C. The Museum Director is to be trained (by the Department of Parks and Recreation) in non-profit corporation procedures and responsibilities.

## 12. NONDISCRIMINATION CLAUSE

The following is the STATE'S **Nondiscrimination Clause (OCP-1)**, *Standard Form 17A (Rev. 9/93)* and it is incorporated herein, per State Administrative Manual Section 1220. For the purposes of this contract, the term "contractor" in said Standard Form 17A shall mean "FOUNDATION".

### NONDISCRIMINATION CLAUSE (OCP-1)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

### **13. COOPERATING ASSOCIATION PROGRAM MANUAL**

- A. The *Cooperating Association Program Manual* is official policy of the STATE, and is accepted as such by the FOUNDATION and is incorporated into this contract by reference and made a part hereof as if set forth in full.
- B. Conflicts between parties shall be resolved in accordance with the Conflict Resolution Policy as established in the *Cooperating Association Program Manual*.
- C. FOUNDATION insurance requirements will conform to any *Cooperating Association Program Manual* insurance and liability requirements. Proof of insurance (i.e., certificate of insurance) shall be provided to the STATE.

### **14. WAIVER**

Waiver of a breach of this contract by either party shall not be construed as a waiver of any subsequent breach of the same or any other provision.



## 15. TERMINATION OF CONTRACT -- VOLUNTARY AND INVOLUNTARY

A. STATE: The STATE reserves the right to terminate this contract upon ninety (90) days written notice to the FOUNDATION. If the *STATE determines* that the FOUNDATION has failed to meet the criteria outlined in Public Resources Code Section 513 and/or this contract, and provided such failure is not cured within thirty (30) days after written notice from the STATE to the FOUNDATION specifying the failure, then the STATE shall have the right to immediately terminate the contract, and the FOUNDATION shall vacate the premises within ninety (90)-days of receipt of written notification that this contract is terminated.

B. FOUNDATION: The FOUNDATION reserves the right to terminate this contract upon ninety (90) days written notice to the STATE. When the *FOUNDATION determines* that the STATE has failed to meet the criteria outlined in Public Resources Code Section 513 and/or this contract, and provided such failure is not cured within thirty (30) days after written notice from the FOUNDATION to the STATE specifying the failure, then the FOUNDATION shall have the right to immediately terminate the contract, and the association shall have the right to vacate the premises within ninety (90)-days of receipt of written notification that this contract is terminated.

C. Conflict Resolution Process: The issues/conflicts addressed in this process, as outlined in the *Cooperating Associations Program Manual*, are those significant matters that arise between the FOUNDATION and the STATE. This process is not for individual concerns or complaints, but for the broader concerns of the entire FOUNDATION or the STATE. The STATE and the FOUNDATION must make every effort to resolve their differences informally. The formalization of the process begins when informal efforts have failed. The intent of this process is to resolve conflict at its lowest level, in the most expedient manner.

D. Changes In Articles of Incorporation or Bylaws: In the event that the FOUNDATION proposes to change its By Laws and/or Articles of Incorporation, the FOUNDATION shall present the proposed changes to the STATE at least 90 days before such changes take effect. In the event that the STATE in its sole judgement determines the proposed changes to be detrimental to its interests or to have an effect on the FOUNDATION'S revenue acquisition and fund expenditure processes and purposes as defined in Section 5 above, the STATE reserves the right to seek amendments to this agreement to remedy or mitigate the detrimental provisions of the proposed change or changes to the By Laws and/or Articles of Incorporation. If satisfactory amendments are not adopted, the State reserves the right to terminate this contract as specified in "A." above.

E. Distribution of Assets: In the event that this contract is terminated either as indicated above or as a result of the dissolution of the Foundation, assets of the Foundation acquired in accordance with its Bylaws and Articles of Incorporation referenced in section 5., C. shall, after the payment of any outstanding Foundation debt or financial obligations, either be immediately transferred to State for use by the State for purposes referenced in said Bylaws and Articles of Incorporation or transferred to another non-profit corporation of the State's choosing for use in accordance with said Bylaws and Articles of Incorporation at the State's sole discretion. The State may deposit any or all cash which is part of said assets into an appropriate account for such use or may direct the Foundation to



transfer such funds to another non-profit corporation of the State's choosing to be administered for such use. Any such assets shall be used for no purpose other than those described in the Bylaws and Articles of Incorporation of the Foundation referenced in 5., C. above.

## 16. CONTRACTUAL OBLIGATIONS

A. The FOUNDATION'S operation in or on STATE'S property is dependent upon execution of this agreement with the Director of the California Department of Parks and Recreation pursuant to Section 513 of the California Public Resources Code.

B. This contract constitutes the entire agreement between the parties, and supersedes any and all prior oral or written agreements or understandings between them. No representations, warranties, or inducements expressed or implied have been made by either party to the other, except as set forth herein.

### C. Hold Harmless

#### 1. Indemnification

Foundation hereby waives all claims and recourse against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to Foundation activities under this agreement, except claims arising from, and to the extent of, the concurrent or sole negligence of the State, its officers, agents or employees, or other wrongful acts for which the State is solely responsible.

Foundation shall protect, indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of the activities of Foundation as described herein, except for liability arising out of, and to the extent of, the concurrent or sole negligence of the State, its officers, agents or employees, or other wrongful acts for which the State is solely responsible.

In the event State is named as a defendant in any claim or legal action arising out of the Foundation activities described herein, upon tender of the claim or action by State to Foundation, Foundation shall assume State's defense and represent State in such legal action at Foundation's expense, subject to the provisions herein.

In lieu of tender to Foundation of the claim or action against State, State may elect to represent itself in such legal action, in which event, State shall bear its own litigation costs, expenses and attorney's fees. Notwithstanding the foregoing, in the event State is required to represent itself because of a conflict of interest by counsel representing Foundation, Foundation on demand by State, shall reimburse State for State's litigation costs, expenses

and attorney's fees. Costs shall include, without limitation, all attorney's fees and costs, court costs, if any, costs of mediators or arbitrators, experts and consultants, and any other costs reasonably incurred in response to any claim.

In the event State is found to be concurrently negligent with Foundation by a court of competent jurisdiction for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement, State and Foundation shall cooperate and use their best efforts in seeking and obtaining an apportionment of liability from the court, and neither party shall request a jury apportionment. This provision is intended as a complete and voluntary waiver of any right to jury apportionment.

In the event State is found to be concurrently or solely negligent or to have been solely responsible for any other wrongful act, for which liability to another is determined by a court of competent jurisdiction for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement, State shall bear its own litigation costs, expenses and attorney's fees.

## 2. State Covenants.

State covenants to Foundation that State is solely responsible for State's activities under this agreement and that State will bear all responsibility for such activities including, without limitation, all losses by Foundation, damages payable to third parties, and reasonable legal expenses (attorney's fees, court costs, litigation costs, and consultant or expert fees), incurred by Foundation as a result of State's sole or concurrent negligence or other wrongful acts for which State is solely responsible.

Should Foundation be named as a defendant in any action which it believes is solely the responsibility of State, it may tender such action to the State for defense of such action and State will use its best efforts in accordance with law in effect at the time of such tender to accept the tender and assume the defense of Foundation with attorneys of State's choosing.

Notwithstanding the foregoing, in the event that such tender is accepted by State with a reservation of rights, Foundation may elect to have independent counsel of its choice due to such potential or actual conflict of interest between Foundation and State.

## 3. Foundation activities.

For purposes of this section, Foundation activities shall mean those efforts or operations delineated in section 2 of this contract, or any other activities undertaken by Foundation under the relationship that is the subject of this Agreement, and which Foundation and its agents, employees, officers, or other representatives, actively manage or supervise, including the activities of contractors hired or retained by Foundation to carry out all or any part of such activities, whether or not State has the ultimate policy or decision making authority for approval of such activity or has exercised any such approval or power.

#### 4. State activities.

For purposes of this section, State activities shall mean those activities and operations undertaken and supervised by State including, without limitation, the regular and routine operation and maintenance of the Museum, special events at the Museum, and activities of volunteers or docents which are carried out with permission of, and under guidelines and policies established by the State, whether such activities are funded by State or Foundation. Notwithstanding the foregoing, if all or any portion of such State activities are undertaken or supervised by the Foundation, whether or not under the direction and policies of State, such activities shall be Foundation activities.

#### 5. Reimbursement.

If either party has paid for any costs which are the responsibility of the other under this section, the responsible party shall reimburse the other party if and as requested by such party incurring the loss or expense.

#### 6. Approvals.

Approvals of plans, specifications, events permit applications, or any other documents submitted for State's approval, whether required or not, shall be deemed to be approved only as to scope and quality and conformance with State's policies, regulation, and operational concerns and, in no way shall be construed as approval as to accuracy or completeness of plans or specifications or other documents, compliance with laws, or adherence to standards of construction, duties at law, or standards otherwise applicable in the industry or to the project or activity in question. Any approval by State shall not relieve Foundation of the obligation and duty to plan, design, construct, operate and maintain the premises and any facilities, or any other activities, whether approved by State or not, in accordance with law, industry standards, or other requirements or duties imposed by law or equity, or otherwise on the project or activity.

D. Proof of Insurance Certification: the FOUNDATION shall procure comprehensive general liability insurance as described in the *Cooperating Association Program Manual*. The FOUNDATION shall furnish to the STATE a certificate of insurance stating that there is insurance currently in effect. The State of California shall be named as an additional insured, but only insofar as the operations under this contract are concerned. The STATE requires the following minimum insurance coverage:

1. An association with an annual budget (gross revenue) of less than \$50,000 is required to obtain comprehensive general liability insurance coverage of \$500,000 minimum.
2. An association with an annual budget (gross revenue) of \$50,000 or more is

required to obtain comprehensive general liability coverage of \$1,000,000 minimum.

E. Indemnification of FOUNDATION or STATE Agents: Each party has the power to provide indemnification to its agents to the extent permitted by law. For the purposes of this section, "agent" means any person who is or was a director, officer, employee or other agent serving at the request of FOUNDATION for it or of STATE for it. The parties each understand that its agents are not the agents or employees of the other. Therefore, the relationship created hereunder by and between STATE and FOUNDATION is not one which is contemplated to impute liability of one party to indemnify the agent of the other against expenses, judgments, fines, or settlements incurred in connection with the threatened, pending, or completed action or proceeding whether civil, criminal, administrative, or investigative.

F. Loans and Debts: The Foundation shall not assume any loans or incur any debt related to real property, or buildings or appurtenances related thereto, which is, or may become the property of the State pursuant to this agreement or the Articles of Incorporation and Bylaws of the Foundation, or any personal property which is, or may become the property of the State pursuant to this agreement or the Articles of Incorporation and Bylaws of the Foundation, without first having obtained approval of the State.

#### **17. DRUG FREE WORKPLACE CERTIFICATION**

The FOUNDATION certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Drug Free Workplace Certification, (STD. 21) is attached.

#### **18. CONTRACTORS' NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

The FOUNDATION, by signing the contract, does swear under penalty of perjury, that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the FOUNDATION within the immediately preceding two-year period, due to a failure to comply with a federal court order to comply, with an order from the National Labor Relations Board.

#### **19. AMENDMENTS**

No amendment or modification of the contract shall have an effect whatsoever, unless the same is in writing and signed by each of the parties hereto.

Memorandum of Understanding: Additional agreements may be adopted or amended through a Memorandum of Understanding (MOU), by approval through written consent, of a majority of the FOUNDATION directors, and the designated representative(s) of the STATE.

**20. CONTRACT ASSIGNMENT**

The FOUNDATION shall not assign its contract or any interest herein, or any part thereof, to any party.

**21. CONTRACT ADDENDUM**


Any items specific only to the FOUNDATION or the STATE, shall be addressed through addenda and are hereby incorporated and made a part of this agreement. Notwithstanding prior provisions, such addenda shall indicate the purpose for the addendum and specify any additional responsibilities of both parties not already identified.


CERTIFICATE OF ADOPTION OF RESOLUTION  
BY THE BOARD OF DIRECTORS OF THE  
CALIFORNIA STATE RAILROAD MUSEUM FOUNDATION, INC.  
AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE  
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

The undersigned certify that they are the CHAIRMAN AND EXECUTIVE DIRECTOR  
\_\_\_\_\_, respectively, of the above named corporation,  
a nonprofit corporation incorporated under the laws of the State of California.

The undersigned certify that at a meeting of the Board of Directors of said  
corporation duly held on the 15th day of JANUARY, 1998,  
the following resolution was adopted with the approval of a majority of the  
Directors:

**RESOLVED** That a contract, in the form attached, is made and is  
entered into on the 11th day of AUGUST, 1998 , by and  
between the STATE OF CALIFORNIA, acting through its State  
Department of Parks and Recreation and CALIFORNIA STATE RAILROAD MUSEUM  
FOUNDATION acting through its CHAIRMAN AND EXECUTIVE DIRECTOR  
**for the provision of services within the scope of Public Resources**  
**Code 513**, to the State Park System at the CALIFORNIA STATE RAILROAD MUSEUM  
in the County of SACRAMENTO.

  
\_\_\_\_\_  
RICHARD L. BOJE, CHAIRMAN

  
\_\_\_\_\_  
CATHERINE A. TAYLOR, EXECUTIVE DIRECTOR

DATE: OCTOBER 3, 1998

DATE: OCTOBER 3, 1998

**22. NOTICES**

Any notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

For the California State Railroad Museum Foundation, Inc.:

Catherine A. Taylor  
Executive Director  
California State Railroad Museum Foundation, Inc.  
111 "I" Street  
Sacramento, California 95814

For the Department of Parks and Recreation:

Director  
California Department of Parks and Recreation  
Post Office Box 942896  
Sacramento, California 94296-0001

Signed

**FOR CALIFORNIA STATE RAILROAD MUSEUM FOUNDATION, INC.**

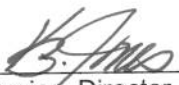


**Richard L. Boje, Chairman  
California State Railroad Museum Foundation, Inc.**

Date: 10/3/98



**FOR DEPARTMENT OF PARKS AND RECREATION**



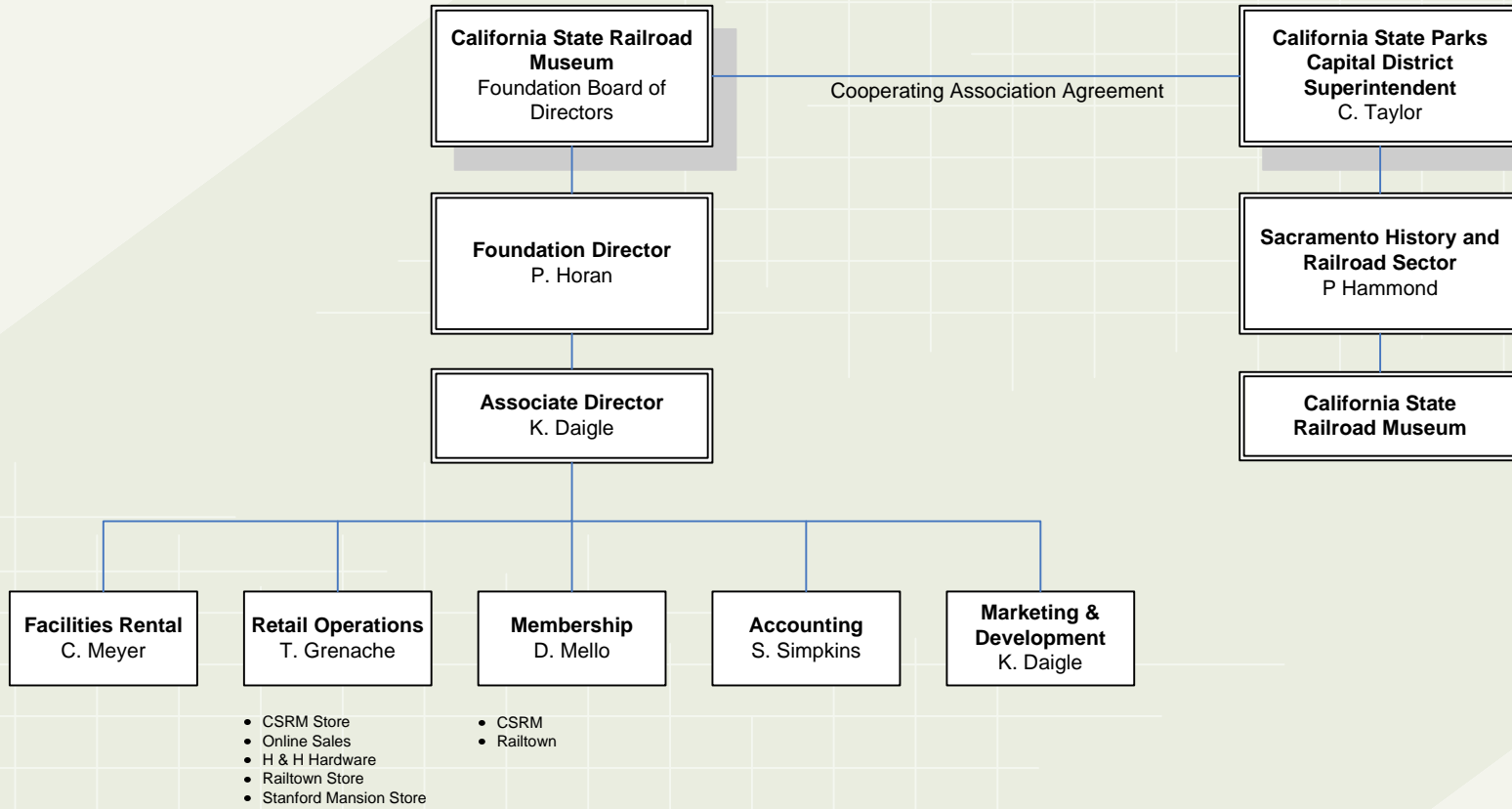
**Rusty Areias, Director  
Department of Parks and Recreation**

Date: 7-14-99

**APPENDIX F:  
CALIFORNIA STATE RAILROAD MUSEUM FOUNDATION  
ORGANIZATIONAL CHART**



# California State Railroad Museum Foundation



**APPENDIX G:  
CALIFORNIA SCIENCE CENTER JOINT OPERATING  
AGREEMENT**

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ADMINISTRATIVE  
SERVICES

**JOINT OPERATION AGREEMENT  
BETWEEN THE  
CALIFORNIA SCIENCE CENTER  
AND THE  
CALIFORNIA SCIENCE CENTER FOUNDATION**

THIS JOINT OPERATION AGREEMENT (this "Agreement") is made and entered into as of this 17<sup>th</sup> day of July, 2006 (the "Effective Date"), by and between the Sixth District Agricultural Association, now known and designated as the CALIFORNIA SCIENCE CENTER, a state institution under the State and Consumer Services Agency, hereinafter referred to as "Center" and the CALIFORNIA SCIENCE CENTER FOUNDATION, a non-profit corporation established in 1950 under the laws of California as an auxiliary to Center, hereinafter referred to as "Foundation". The parties hereto mutually agree as follows:

**WITNESSETH:**

A. WHEREAS, California Food and Agricultural Code Section 3951 grants Center authority to hold fairs, expositions and exhibits;

B. WHEREAS, California Food and Agricultural Code Section 4051 grants Center authority to use its property and premises for designated purposes. Pursuant to the provisions of such section, Center grants the Foundation, subject to the terms and provisions of this Agreement, the right to install, remove, operate and manage all exhibits and programs of scientific and educational interest in the Science Center and Premises (as such terms are hereinafter defined);

C. WHEREAS, Center and Foundation share one common mission: "We aspire to stimulate curiosity and inspire science learning in everyone by creating fun, memorable experiences, because we value science as an indispensable tool for understanding our world, accessibility and inclusiveness, and enriching people's lives;"

D. WHEREAS, California Food and Agricultural Code Section 4101.3 authorizes Center to enter into the Phase II Leases (as hereinafter defined) with the Foundation for the purpose of the Foundation developing, constructing, equipping, furnishing, and funding the Phase II Project. The terms of the Phase II Leases are for twenty-five years;

E. WHEREAS, accordingly, this Agreement between the Science Center and Foundation shall be for a period of twenty-five years to coincide with Phase II Leases;

F. WHEREAS, in accordance with applicable law and tax restrictions, both parties agree to provide resources and to work together jointly to secure necessary funding for building construction and exhibit fabrication of the Project (as hereinafter defined), and any other current and future Science Center projects identified in the Master Plan or other projects that are mutually agreed to that are consistent with Center and Foundation's mission;

G. WHEREAS, it is recognized that the Foundation is assuming primary responsibility for fund raising and making significant monetary contributions toward the Project, which includes administrative offices;

H. WHEREAS, at the end of the Phase II Leases, ownership of the Phase II Facilities will transfer to Center in accordance with the terms of the Phase II Leases; provided, however, that ownership of exhibits (other than Fixtures) will remain with the Foundation, in accordance with the terms of this Agreement;

I. WHEREAS, Center may enter into other agreements with the Foundation for services regarding the Science Center in accordance with applicable laws, subject to approval by the Department of General Services and the State and Consumer Services Agency;

J. WHEREAS, it is understood that both parties will continue to identify activities of common interest whereby efficiency, through consolidation or pooling of resources, can be achieved;

K. WHEREAS, the parties acknowledge that Center leases the Phase I Facilities from the Board (as hereinafter defined) pursuant to the Phase I Lease (as hereinafter defined) and that this Agreement is subject to the terms of such Phase I Lease;

L. WHEREAS, Center and the Foundation intend that, in connection with this Agreement, no payments or transfers of funds are to be made by the Foundation to Center or the Board, which shall cause interest on the Phase I Bonds to be subject to federal income tax; and

M. WHEREAS, it is noted that provisions for the operation of the Science Center IMAX Theater are addressed under a separate lease agreement, and are therefore not included herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

#### SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Agreement, have the meanings below.

(a) "Board" shall mean the State Public Works Board of the State of California, an entity of state government organized and existing under and pursuant to part 10.5 of Division 3 of Title 2 of the California Government Code.

(b) "Center" shall have the meaning set forth in the Preamble.

(c) "Conference Facilities" shall mean the Loker Conference Center located at the Phase I Facilities.

(d) "Effective Date" shall have the meaning set forth in the Preamble.

(e) "Fixture" shall mean a permanent addition, betterment, extension, improvement or attached fixtures, structures or signs. For the avoidance of doubt, an item which is attached for earthquake or safety purposes in a manner that can be removed without causing material damage to the Science Center shall not be considered a Fixture hereunder.

(f) "Foundation" shall have the meaning set forth in the Preamble.

(g) "Master Plan" shall mean the California Science Center and Exposition Park Master Plan.

(h) "Overlap 2006 Work" shall mean the construction of that portion of the Scope which takes place at the Phase I Facilities, as further described in Exhibit A.

(i) "Phase I Bonds" shall mean the bonds issued by the Board to finance Phase I Facilities.

(j) "Phase I Facilities" shall mean the portion of the Science Center owned by the Board and leased to the Center under the Phase I Lease.

(k) "Phase I Lease" shall mean the Facility Lease dated as of December 1, 1997 between Center and the Board with respect to the Phase I Facilities, recorded in a Memorandum of Lease with the Los Angeles County Registrar as document 97-1970229 and date stamped December 16, 1997, as may be amended from time to time.

(l) "Phase II Facilities" shall mean all buildings and structures constructed on the Phase II site leased under the Phase II Leases as part of the Phase II Project, including all related Fixtures, but specifically excluding all exhibit elements which are not Fixtures.

(m) "Phase II Leases" shall mean, collectively, that certain Site Lease and Easement Agreement and that certain Lease Purchase Agreement, each entered into by and between Center and the Foundation and each dated as of the date hereof.

(n) "Phase II Project" shall mean the construction, acquisition, installation, equipping and furnishing of the Phase II Facilities located on the Phase II Site, including all exhibit elements.

(o) "Premises" shall mean all areas located within the Science Center.

(p) "Project" shall mean the Phase II Project and Overlap 2006 Work.

(q) "Science Center" shall mean all of the facilities operated by Center, including the Phase I Facilities, Air and Space Gallery, Parking Structure, Wallis Annenberg Building for Science Learning and Innovation, Phase II Facilities, the IMAX Theater and any other future Science Center facilities.

(r) "Scope" shall mean the scope of the Project agreed to by the Parties, attached hereto as Exhibit B.

(s) "State" shall mean, the Center, the Board, the Department of Finance and/or other California state entity, as applicable.

## SECTION 2. GENERAL PROVISIONS.

(a) As further limited by the terms of this Agreement, Center grants the Foundation the rights and obligations set forth in Sections 4 through 10 herein. Center's

Executive Director or his or her designee will designate specific areas for the performance of all such rights and obligations.

(b) Notwithstanding any other provisions of this Agreement, which requires that revenue shall be applied for specific purposes, any gross revenues generated by the Foundation under this Agreement may be used towards debt service related to the Project.

(c) The Foundation shall use best efforts to continue to support the existing exhibits and programs at the Science Center in a manner consistent with past practice.

### SECTION 3. SUBORDINATION TO BOARD RIGHTS; TAX COVENANTS; INDEMNIFICATION.

(a) In undertaking its rights and obligations under this Agreement, the Foundation acknowledges these rights and obligations (including its right of occupancy to the premises subject to the Phase I Lease and any rights of others deriving from the Foundation to use or occupy the premises subject to the Phase I Lease) are subordinate and subject in all respects to the Phase I Lease and the related indenture.

(b) The Foundation covenants to consult with the Center and to consider the implications of its actions on the Phase I Lease and the Phase I Bonds. The Foundation shall not use or permit, as part of its operations, any use of the Phase I Facilities, and shall not take any action or cause any action to be taken, that will result in interest on the Phase I Bonds becoming subject to federal income tax, and shall comply with any specific instruction provided by the Center or the Board with respect thereto. This covenant shall run to the Center and the Board and their successors or assigns. The Center shall advise the Foundation prior to any private payment being made by the Center or its subcontractors with respect to the Phase I Facilities, and shall provide all information reasonably requested by the Foundation with respect thereto. The Center and the Foundation agree to jointly provide quarterly reporting to the Board, with a copy to the State Treasurer Office, as trustee for the Phase I Bonds, in the form attached hereto as Exhibit C.

(c) In the event that the Board exercises its rights under the Phase I Lease to enter and relet the Phase I Facilities, or the Center is disbanded or otherwise ceases to exist as a separate State agency and the Center's successor in interest does not enter into a novation of the Phase I Lease, the Foundation agrees that its rights and obligations under this Agreement with respect to the Phase I Facilities (including its right to occupancy of the premises subject to the Phase I Lease and any rights of others deriving from the Foundation to use or occupy the premises subject to the Phase I Lease) shall terminate (but shall continue in full force and effect with respect to all portions of the Science Center other than the Phase I Facilities) and the Foundation shall vacate the Phase I Facilities within 60 days of written notice.

(d) The Foundation agrees that the Board shall not be liable for any act, omission, default or breach by Center and the Board shall not be subject to any claim, counterclaim or charge that Foundation may be entitled to assert against Center for any reason whatsoever.

(e) The Foundation agrees to indemnify and hold harmless the Board, and each person, if any who controls the Board and their officers, agents and employees, against any and all losses, claims, damages, liabilities and expenses to which the Board may become subject, in so far as such losses, claims, damages, liabilities or expenses (or actions in respect thereof),

are based upon a claim or defense of a claim arising out of a breach by the Foundation of the covenant set forth in Section 3(b) above. The foregoing indemnity agreement shall be in addition to any liability that the Foundation may otherwise have.

(f) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against the Foundation, as provided above, the Board shall promptly notify the Foundation in writing setting forth the particulars of such claim or action; but the omission to so notify the Foundation (i) shall not relieve it from liability under Section 3(b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the Foundation of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to the Board otherwise than under Section 3(b) above. The Board shall have the right to retain counsel in any such action and to participate in the defense thereof at the Foundation's cost; provided, however, that the Foundation may be represented by the same counsel unless in the Board's opinion a conflict of interest exists between the interests of the Foundation and the Board. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the Board and Foundation or if there is a final judgment for the plaintiff in any action with or without written consent of the Foundation and the Board, the Foundation agrees to indemnify and hold harmless the Board to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

(g) If the indemnification provided for above is unenforceable, or is unavailable to an indemnifying party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof).

(h) As further consideration to the Board for its consent to this Operating Agreement, and to provide available funds to cover all or a portion of the indemnification obligations set forth above, the Foundation agrees to provide for the benefit of the Board, so long as the Phase I Bonds are outstanding, any or a combination of the following in the aggregate amount of \$1,000,000: (1) a letter of credit in a form reasonably acceptable to the Board, (2) a guaranty agreement by a third party guarantor mutually acceptable to the Center and the Foundation in form reasonably acceptable to the Board, (3) cash or other marketable securities to be held by the Foundation in a restricted account in accordance with an agreement regarding use of such funds in a form reasonably acceptable to the Board, and/or (4) any other form of security mutually acceptable to the Foundation, the Center and the Board. In the event an indemnification event arises under Section 3(e) above, the Board may draw upon such funds to pay its costs or any damages or settlement amounts in connection with the indemnified claim. The Board and the Foundation acknowledge that such letter of credit, guaranty, restricted funds and/or other security may not constitute the full extent of the Board's damages and the Board shall be entitled to recover against the Foundation the full amount of any damages, including costs it incurs in connection with the indemnified claim.

#### SECTION 4. EXHIBITS.

(a) Within the museum field, there are several types of exhibits. For purposes of this Agreement, Center has identified two types of exhibits: core exhibits and special exhibits. Both core and special exhibits may include Fixtures and non-structural elements which are not permanently attached to the Science Center. Core exhibits are generally displayed five-plus (5+) years and updated as funding is available and as research, information and technology dictates. Special exhibits may be acquired from a third party and are generally displayed for three months to two years. Both core exhibits and special exhibits may or may not be revenue generating.

(b) Center will own the Phase I Facilities, including Fixtures thereon, at the end of the Phase I Lease and will own the Phase II Facilities, including Fixtures thereon, at the end of the Phase II Leases, in accordance with the applicable terms of each such agreement. With the exception of exhibits or portions thereof loaned by third parties and exhibits provided by the Center, the Foundation owns all exhibits to the extent they are not Fixtures. To the extent applicable, the Foundation (i) shall make every reasonable effort to solicit and receive monetary and in-kind contributions for additions or accretions thereto, to replace or enlarge any core exhibit and (ii) may make deletions from or eliminate any such exhibit, as determined appropriate by the Foundation's President and Center's Executive Director or his or her designee.

(c) Foundation may, on occasion, acquire special exhibits and make them available to Center as agreed to by both parties. Center shall provide the necessary staff to manage the development and selection of core and special exhibits mutually agreeable to Center and Foundation that further the mission of Center, and shall provide acceptable storage for such exhibits as necessary. These core and special exhibits may be displayed in areas designated by Center. Center shall provide necessary staff to ensure that these areas are adequately prepared, maintained and secured in order to accept and hold exhibits.

(d) Foundation may be allowed to charge for special exhibits if mutually agreed to by a resolution of Center's Board of Directors and the Foundation's Board of Trustees to help defray costs associated with bringing special exhibits to Center. Except as otherwise provided herein, any revenue received by the Foundation pursuant to these operations at the Science Center as authorized herein, after deducting the reasonable expenses of the Foundation, shall be applied to improvement of the exhibit and educational programs of the Foundation in a manner and for purposes satisfactory to Center.

(e) Foundation shall raise and provide funds, as agreed upon by both parties to bring and promote mutually agreeable exhibits to Center. No exhibits shall be installed on the Premises by Foundation unless the plans, the specific location thereof, the length of time (when known), the subject matter, the financial arrangements, such as if any fees will be charged for the exhibit's use or viewing, or, any other conditions affecting the transaction have been approved by Center's Executive Director or his or her designee.

(f) Center shall provide staff, materials, supplies and equipment normally required by the Foundation in order to install, remove, maintain and dismantle exhibits for display. Center agrees to maintain such exhibits to the extent funding is available and approved as necessary for this purpose. If exhibits require more staff, materials, supplies and equipment than normally associated with such exhibits, subject to available funding and approval as necessary, the parties shall mutually agree, in writing, which entity will provide funds for the



additional costs.

(g) Foundation may self-operate or provide through agreements with vendor(s) exhibits such as, but not limited to, the High Wire Bicycle, climbing wall, motion based simulators and other program-related revenue generating exhibits, that require Foundation staff (or vendor staff) to be continuously stationed at the exhibit for the safety and enjoyment of Center's guests. Foundation may charge fees for these educational exhibits, subject to the approval of Center's Executive Director or his or her designee, to help defray costs associated with such exhibits. Except as otherwise provided herein, any revenue received by the Foundation pursuant to these operations at Center as authorized herein, after deducting the reasonable expenses of the Foundation, shall be applied for the benefit of the exhibit and educational programs of the Foundation in a manner and for purposes satisfactory to Center.

#### SECTION 5. EDUCATIONAL PROGRAMS.

(a) Foundation shall provide and implement staff-intensive educational programs (for example, but not restricted to, science classes for children and parents, teachers and public groups) mutually agreeable to both parties that further the mission of Center and Foundation. Center shall provide the necessary staff to manage the development and selection of educational programs mutually agreeable to Center and Foundation that further the mission of Center and Foundation.

(b) Foundation may charge fees for educational programs, subject to the approval of the Center's Executive Director or his or her designee, to help defray costs associated with such programs. Except as otherwise provided herein, any revenue received by the Foundation pursuant to these operations at the Science Center as authorized herein, after deducting the reasonable expenses of the Foundation, shall be applied for the benefit of the exhibit and educational programs of the Foundation in a manner and for purposes satisfactory to Center.

#### SECTION 6. GIFT CENTERS.

(a) Foundation may operate, manage and maintain gift centers in the Science Center. Center desires to continue its relationship with the Foundation to provide for the sale of gifts, books, souvenirs and other items compatible with reinforcing the mission of Center and Foundation.

(b) Foundation shall consult with Center staff on the acquisition of new merchandise and shall operate the gift centers in a manner closely coordinated with the exhibits and educational programs.

(c) Foundation agrees that all proceeds of the gift centers will be maintained in a separate general ledger account, which shall be used for direct and overhead costs related to operations, maintenance, improvement and development (which have not been previously recovered) of the gift centers and for the support of educational programs in a manner and for purposes satisfactory to the Science Center, except as otherwise provided herein.

(d) The gift centers shall be open daily at all such times as the Science Center is open to the public, unless authorization to change the operating hours is provided by Center's Executive Director or his or her designee.

(e) Service to the public, with goods and merchandise of the best quality and at reasonable charges, is of prime concern to Center. Therefore, Foundation agrees to operate and

manage the gift centers in a first-class manner, and comparable to other first-class museum stores providing similar facilities and services during the term of this Joint Operation Agreement.

(f) The parties may also mutually agree to install, remove, or make improvements of the existing gift centers and/or development of other gift centers provided that such terms and conditions are not inconsistent with this Joint Operation Agreement. Parties agree that Foundation owns all inventories in the gift centers.

#### SECTION 7. CONFERENCE FACILITIES.

(a) Center and Foundation agree that it is desirable to equip, operate, and market the Conference Facilities and Premises for individuals and groups to hold small to large-scale events. These events include, but are not limited to, educational programs, annual corporate meetings, small conventions and conferences, dinners, etc.

(b) The Foundation further agrees to provide a full time Event Services Department staff to efficiently market, promote, sell, book and supervise events at the Conference Facilities and the Premises.

(c) It is agreed by both parties that by promoting and booking the Conference Facilities and the Premises, Center will benefit from increased exposure. In consideration of the Foundation's sales effort and staff support, it is agreed that the Foundation will manage the Conference Facilities including the ability to market the Premises as specified above.

(d) The Conference Facilities and Premises will be available for public and private use at any reasonable time as long as events do not disrupt the guests' experience at the Science Center. Arrangement for use of the Conference Facilities and the Premises shall be negotiated at fair market value and shall be at arm's length.

(e) Foundation agrees that, except as otherwise provided herein, all event proceeds shall be maintained in a separate general ledger account, which shall be used first for operations of the Conference Facilities and then for the acquisition of furnishings and for other reasonable expenses necessary to operate the Conference Facilities and Premises, including a depreciation reserve account to be used exclusively for the replacement of furniture and equipment. Annually, after the above reasonable expenses have been met, all remaining net funds shall be used by the Foundation for the benefit of the exhibit and educational programs of the Foundation, subject to the approval of Center's Executive Director or his or her designee. An annual budget for these expenses shall be mutually agreed upon, in writing, by Foundation and Center and may be amended from time to time.

(f) To efficiently operate the Conference Facilities and the Premises, the Foundation may, consistent with Center policies and procedures, utilize among others, Center's employees such as, but not limited to, supervisors, janitors, facilities and building trades staff, public safety officers, audio/video technicians, exhibit technicians and electricians. Center shall work with the Foundation to make every effort to staff the events in an efficient manner to minimize the use of overtime, and to keep costs at a minimum. The Foundation shall reimburse Center within 90 days of receipt and approval of an invoice.

(g) It is understood that Center and Foundation staff costs and utilities that exceed normal hours of operation associated with events shall be included in an all-inclusive facilities fee. Center and Foundation may agree to a schedule of reimbursable costs based on an analysis of average cost per event type and size.

(h) Foundation shall keep Center's Executive Director or his or her designee informed and consult with staff on programs and will operate the Conference Facilities in a manner closely coordinated with the exhibits and educational programs. Center's Executive Director shall oversee all Conference Facility operations. Pricing and policies regarding use shall be presented to Center's Board of Directors and Foundation Board of Trustees for review and approval. In the event a client desires to bring in an outside caterer, such outside caterer shall provide the Foundation evidence of adequate insurance subject to Center requirements.

#### SECTION 8. FOOD SERVICE.

(a) The Foundation shall self operate or provide daily food service and catering service through agreements with other qualified food service provider(s). The Foundation or its food service provider(s) shall operate the daily food service operation and the catering services in a first class manner. All food service related employees shall be employees of the Foundation or its food service provider(s) and not Center. All food service provider(s) retained by the Foundation are subject to the prior approval of Center's Executive Director or his or her designee and must comply with the criteria set forth in Exhibit D hereto. In addition, any contract entered into between the Foundation and a food service provider shall be subject to the prior written approval of Center's Executive Director or his or her designee, which consent shall not be unreasonably withheld, delayed or conditioned. The Foundation's rights to provide food service and catering service at the Science Center is non-exclusive, and Center may enter into separate agreements with qualified food service provider(s) outside of the scope of this Agreement.

(b) The Foundation or its food service provider(s) agree to comply with all federal, state, and local laws and regulations, including but not limited to, those pertaining to nondiscrimination in hiring and employment practices, and federal immigration laws pertaining to employment, and agrees to indemnify and hold Center harmless from all losses and claims resulting from any non-compliance on the part of the Foundation or its food service provider(s).

(c) The Foundation or its food service provider(s) shall recruit, train, supervise, direct, discipline and if necessary, discharge any and all personnel working in Center food service facilities. It is expected that the Foundation or its food service provider (s) will properly screen all applicants to reduce the possibility of hiring persons who would pose a security risk to Center or the Science Center.

(d) The Foundation or its food service provider(s) shall provide at all times adequately trained personnel to maintain the high quality of food service as required by Center. A trained relief staff shall be available to substitute for regular personnel during their absence. For food service provider(s), the Foundation reserves the right to inspect their records and to note that all food service provider(s)' employees have received training in hazard communication, fire safety, emergency procedures and machine/equipment safety.

(e) Employees of the Foundation or its food service provider(s) shall be appropriately uniformed when performing their work assignments at the facility. The term appropriate uniform is interpreted to include all apparel, visible badges, hats, hairnets, etc.

(f) The Foundation or its food service provider(s) shall procure all food, beverages, and supplies for its food service facilities.

(g) The Foundation or its food service provider(s) shall notify Center immediately in writing of any accident or safety hazard. The Foundation or its food service provider(s) shall

also advise Center in writing of whatever action the Foundation or its food service provider(s) have taken to remedy any safety hazard. Center reserves the right to conduct investigations of any and all accidents and, where possible, to notify any third party responsible for any safety hazards, to correct the situation. The Foundation or its food service provider(s) agree to abide by and practice all State and county safety standards and regulations.

(h) The Foundation and its food service provider(s) shall give access to authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act of 1980, as amended and the California Occupational Safety and Health Administration, Title 8 of the California Code of Regulations. When any such inspection occurs, the food service provider(s) shall contact the Foundation.

(i) The Foundation shall maintain the proceeds from the food service operation in a separate general ledger account, which shall be used for repayment of the investment, operations, overhead, depreciation, insurance, maintenance, and improvement of the food service operation. Except as otherwise provided herein, after the investment has been repaid and the operating expenses have been met, all remaining funds shall be used by the Foundation in a manner and for purposes satisfactory to Center.

(j) Any agreements with the Foundation's food service provider(s) shall not exceed three years, except as otherwise agreed to by Center and the Foundation. Any such agreement shall include provisions ensuring that food service provider(s) comply with all provisions of this Agreement.

(k) The Foundation shall seek competitive proposals and use procedures similar to the State contract process for any agreements for provision of daily food service at the Science Center.

#### SECTION 9. ATM'S; DONATION SOLICITATION.

(a) Foundation has added an Automated Teller Machine (ATM) to the public circulation space of Center for the benefit and convenience of the Science Center's guests. All fees charged at such ATM's shall be subject to the approval of Center's Executive Director or his or her designee. Except as otherwise provided herein, the fees collected at the ATM will support the exhibits, educational programs and operations of the Foundation.

(b) Foundation also may solicit voluntary individual donations (e.g. membership, donation boxes) on-site at the Science Center to support the exhibits, educational programs and operations of the Foundation and debt service related to the Project.

SECTION 10. OFFICE SPACE AND USE OF SPACE. In consideration of the Foundation's fundraising activities and the Foundation's other efforts on behalf of Center, Center shall make available to Foundation, and the Foundation shall be entitled to use without charge, such office space, utilities, and equipment as Center may determine to be available and necessary for the purpose of Foundation activities which are of direct benefit to Center. Except as provided for in this Agreement, the Foundation shall not enter into any agreement relative to use of space or conducting of activities in the Science Center in the absence of the written approval thereof by Center Executive Director or his or her designee. In addition, while the Phase I Bonds are outstanding, any agreement with respect to the assignment, sublet or transfer of all or any portion of the Phase I Facilities shall be subject to the prior written consent of the Board, which shall not

be unreasonably withheld, delayed or conditioned.

**SECTION 11. GENERAL OPERATING COSTS.** Except as set forth in this Agreement, Center shall not directly expend, and the Foundation shall not directly accept, State funds to support general operating costs of the Foundation.

**SECTION 12. ADMINISTRATION**

(a) Center and Foundation shall maintain a publications policy to guide the use and publication of the Science Center logo. Changes to such policy will be subject to the prior approval of Center's Executive Director or his or her designee.

(b) Foundation shall keep true and accurate records according to the generally accepted accounting principles (GAAP) showing all of the Foundation's business transactions pertaining to exhibits and educational programs, refreshment and/or food service operations, gift centers and Conference Facilities. Such records shall be kept in a manner reasonably acceptable to Center and subject to audit in accordance with Section 24 below.

**SECTION 13. BUILDING MODIFICATION.** Foundation shall not make any structural changes in any portion of the Science Center buildings or any appurtenant structures without the written consent of Center, except, with respect to the Phase II Project, to the extent the Foundation is exercising its rights under the Phase II Leases. In addition, while the Phase I Bonds are outstanding, the Foundation shall not make any structural changes to the Phase I Facility without obtaining the written consent of the Board. As a result of the Overlap 2006 Work being included in the Scope approved by the State legislature, the Board confirms its consent to the Overlap 2006 Work.

**SECTION 14. BUILDING MAINTENANCE, UTILITIES AND SECURITY.** Except as otherwise provided in this Agreement, Center shall provide normal building maintenance appropriate to the use of the Science Center thereof, including custodial, facility maintenance and utility service and maintaining the safety of the building.

**SECTION 15. INDEMNIFICATION.** Foundation agrees to save and hold Center and the State of California, and the officers, agents and employees of each; harmless from any and all claims for liability for bodily injury and property damage arising out of or which may arise directly or indirectly from the occupation of the Premises by Foundation or from its operations under and pursuant to this Agreement.

**SECTION 16. INSURANCE.**

(a) Foundation shall furnish to Center, concurrently with the execution of this instrument, a certificate of insurance indicating that the Foundation carries general liability insurance with limits of bodily injury and property damage liability of not less than \$3,000,000 for each occurrence. In addition, said certificate shall include liability for injury resulting from the sale of products furnished by Foundation or by any person claiming under or through it. The certificate of insurance shall name the State of California and Center as an additional insured and shall provide that the insurer will not cancel the insurance coverage without thirty days prior written notice to Center.

(b) The insurance herein above provided shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires any time or times during the term of this Agreement, Foundation agrees to provide Center at least ten days prior

notification, in writing, of a new certificate of insurance. The new certificate of insurance shall evidence insurance coverage as provided for herein. Certificates of insurance provided for in this paragraph shall be subject to the written approval of Center as to carrier and form and Foundation agrees that it shall not conduct any operations under this Agreement prior to the receiving of such approval. Insurer shall have a Best's Capital Financial rating of AVII or better.

(c) The Foundation shall ensure that all food service provider(s) and select exhibit vendor(s) shall maintain general liability insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined. In addition, all food service provider(s) and select exhibit vendor(s) shall maintain motor vehicle liability with limits of not less than \$2,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The food service provider(s) and select exhibit vendor(s) shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Agreement, including special coverage extensions where applicable.

(d) Food service provider(s) and exhibit vendor(s) required to carry insurance pursuant to Section 16(c) above shall furnish to Center a certificate, or certificates, indicating that they carry insurance meeting such requirements. The general liability and motor vehicle liability insurance shall name the State of California and Center as additional insureds. The workers' compensation shall include a waiver of subrogation in favor of the State of California and Center. The certificate, or certificates, shall provide that the insurer(s) will not cancel the insurance coverage without thirty days prior notice to Center.

**SECTION 17. ACTIVITIES OF COMMON INTEREST.** It is anticipated that both Center and Foundation may conduct certain activities of common interest to both Center and Foundation. Contemplated hereunder are exhibits, educational programs, lectures, guest services, administration, operations, building construction, and similar activities. Center shall incur no liability in this regard in the absence of a written agreement as to the terms, conditions and amount of reimbursement to be made by Center.

**SECTION 18. FIRE, HEALTH AND SAFETY COMPLIANCE.** If applicable, all exhibits must receive any necessary approvals by the State Fire Marshal, by any agency that has regulatory jurisdiction over animals or wildlife and must comply with all applicable regulations regarding fire, health, safety, animal and wildlife maintenance and handicapped accessibility.

**SECTION 19. FINANCIAL OBLIGATION.** It is understood and agreed that any agreement entered into between the Foundation and Center obligating or committing Center to financial obligations is subject to availability of funds as appropriated by the State Legislature and the approval of the State and Consumer Services Agency and the Department of General Services. Any agreement entered into in violation of this provision or contrary to the provisions of Government Code section 11010.5 or the State budgetary process is void.

**SECTION 20. TERM OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date and shall terminate on the twenty-fifth (25<sup>th</sup>) anniversary thereof, unless terminated in accordance with Section 23 below.

**SECTION 21. DEBT, DEFAULT OR MISCARRIAGE.** This Agreement shall not be construed as constituting that the Foundation is the agent or partner of Center. Center shall

not be liable for any debt, default, or miscarriage of Foundation, save and except pursuant to a written instrument executed by Center, and approved by the State and Consumer Services Agency and the Department of General Services, and then only in accordance with the express terms thereof.

**SECTION 22. PUBLIC ACCESS.** All members of the public shall be admitted to the exhibits, educational activities and related functions at the Science Center at all reasonable times and upon reasonable terms as determined by Center.

**SECTION 23. DISSOLUTION OR TERMINATION.**

(a) In the event that the Foundation dissolves or terminates this Agreement without cause, all assets of the Foundation, including, but not limited to, all the real and personal property of every kind and character, under the control of or owned by Foundation or in which it has any interest, including agreements with exhibitors and food service provider(s), shall, after payment or discharge of all liabilities, thereupon be transferred, conveyed, and assigned to Center, subject to the consent of the Department of Finance (and, while the Phase I Bonds are outstanding, the consent of the Board with respect to assets related to the Phase I Facilities), without any cost to Center or the State, in trust for the benefit of visitors to the Science Center, subject to the right of Center to refuse to accept the same. Any exhibits not accepted by Center shall upon request of Center, be removed by Foundation from the Science Center and Foundation shall restore the premises to a condition satisfactory to Center. Foundation agrees that its articles of incorporation shall at all times be compatible with the provisions of this Section.

(b) If either party fails to keep, observe, perform any term, condition or covenant contained herein for a period of sixty (60) days after written notice of same shall have been given to such party, plus such additional time as the noticing party in its reasonable discretion agrees is required to correct the same, this Agreement may be terminated in whole or part by the noticing party. If Center terminates this Agreement without cause, such termination shall be deemed a breach of this Agreement and Foundation may seek any and all remedies pursuant to law, including monetary damages.

**SECTION 24. AUDIT.** Foundation shall cause its books and accounts to be audited annually by a certified public accountant, and shall submit to Center an annual report containing a descriptive account of its activities during the prior year, including but not limited to, expenditures, income and the state of its resources. Center or its designated representatives shall have the right during regular business hours to inspect the books and records of Foundation, insofar as they are related to the performance of this Agreement, funds and activities.

**SECTION 25. APPOINTMENT OF EXECUTIVE DIRECTOR.** The Board of Directors of Center may consider recommendations from Foundation prior to making the final selection and appointment of Center's Executive Director. The Board of Directors of Center shall maintain sole discretion and authority regarding the selection and appointment of Center's Executive Director.

**SECTION 26. DISPLAY OF EXHIBITS.** Nothing in this Agreement shall be construed as requiring Center to acquire or display any specific exhibit, or any exhibit at all.

**SECTION 27. FUNDRAISING.** Foundation shall exert its best efforts to raise funds to further the purposes of the Center to the end that the aims and objectives as described in this Agreement may be achieved. Center shall cooperate with the Foundation in its fundraising

efforts, consistent with Center policies and procedures.

SECTION 28. ASSIGNMENT. Foundation shall not assign its rights or delegate its duties except otherwise provided for in this Agreement, and shall not, except as otherwise provided in this Agreement, allow any portion of the Science Center to be used by a third party.

SECTION 29. APPLICABLE LAWS. Foundation shall conduct its operations in accordance with all federal and California laws and the rules and regulations of Center.

SECTION 30. OBLIGATION TO FURNISH SERVICES OR MATERIALS. Except as expressly set forth herein, Center shall be under no obligation to furnish any service, materials, or other matter or thing to Foundation. Any such collateral or supplementary agreement entered into in conflict with the provisions of Government Code section 11010.5 is void.

SECTION 31. NON-DISCRIMINATION. During the performance of this Agreement, the Foundation and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Foundation and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Foundation and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Foundation and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

SECTION 32. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Foundation:

California Science Center Foundation  
Attention: Chair, Board of Trustees  
700 State Drive, Exposition Park  
Los Angeles, California 90037  
cc: President

With a copy to:

California Science Center Foundation  
Attention: Chief Financial Officer  
700 State Drive, Exposition Park  
Los Angeles, California 90037



Science Center:

California Science Center  
Attention: Chair, Board of Directors  
700 State Drive, Exposition Park  
Los Angeles, California 90037  
cc: : Executive Director

With a copy to:

California Science Center  
Deputy Director, Administration  
700 State Drive, Exposition Park  
Los Angeles, California 90037

Board:

State Public Works Board  
c/o Department of General Services  
Office of Fiscal Services, Contracted Fiscal Services  
Attn: Manager of Contracted Fiscal Services  
707 Third Street, 6<sup>th</sup> Floor  
West Sacramento, California 95605

Department of Finance:

Department of Finance  
915 L. Street  
Sacramento, California 95814

State Treasurer's Office:

State Treasurer's Office  
915 Capitol Mall--Room 261  
Sacramento, California 95814

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other as herein before provided.

**SECTION 33. MODIFICATIONS AND AMENDMENTS; AGENCY APPROVAL.** No amendment or alteration of any provision of this Agreement shall be effective unless the same be in writing, approved by a nationally recognized bond counsel, and signed by the parties hereto. This Agreement and any amendment thereof is subject to the written approval of the Department of General Services, the State and Consumer Services Agency and, while the Phase I Bonds are outstanding, the Board, and such other approval(s) as may be required under state law.

**SECTION 34. NON-BINDING MEDIATION.** In the event of (a) a dispute between the parties arising out of or relating to this Agreement or (b) an alleged breach by a party of its obligations hereunder, the parties may jointly initiate non-binding mediation to

attempt to resolve the dispute or alleged breach. Any such mediation shall be conducted by a single mediator selected jointly by agreement of the parties. The mediation shall take place in Los Angeles County within 30 days of the date of receipt of the notice initiating mediation (or other such time as the Center and the Foundation may agree), and each party will bear its own expenses and attorneys' fees and an equal share of the fees and expenses of the mediator. In the absence of applicable law regulating or administering non-binding mediation, the mediator, acting reasonably and in accordance with the scope of this Section 34, shall establish the dates, times, places and general conduct of the mediation sessions. Nothing contained herein shall toll any applicable statute, notice, cure, or termination provision of this Agreement. If any dispute or alleged breach is not resolved by such mediation, the parties may resort to any remedies permitted by applicable law, and nothing contained herein shall be construed to preclude any party from seeking and obtaining injunctive or other emergency relief to protect its rights pending mediation. No request for injunctive or other emergency relief shall be deemed a waiver of mediation hereunder. Department of General Services, State and Consumer Services Agency and the Board shall not be deemed to be parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument upon the date first herein above appearing.

SIXTH DISTRICT AGRICULTURAL ASSOCIATION known as the California Science Center, a State institution

By: Edna Anderson-Owens  
Edna Anderson-Owens Chair, Board of Directors

CALIFORNIA SCIENCE CENTER FOUNDATION, a non-profit corporation

By: George Deukmejian  
George Deukmejian, Chair, Board of Trustees

Approved:

Approved:

DEPARTMENT OF  
GENERAL SERVICES

STATE AND CONSUMER SERVICES  
AGENCY

By: N/A (see attached memo)

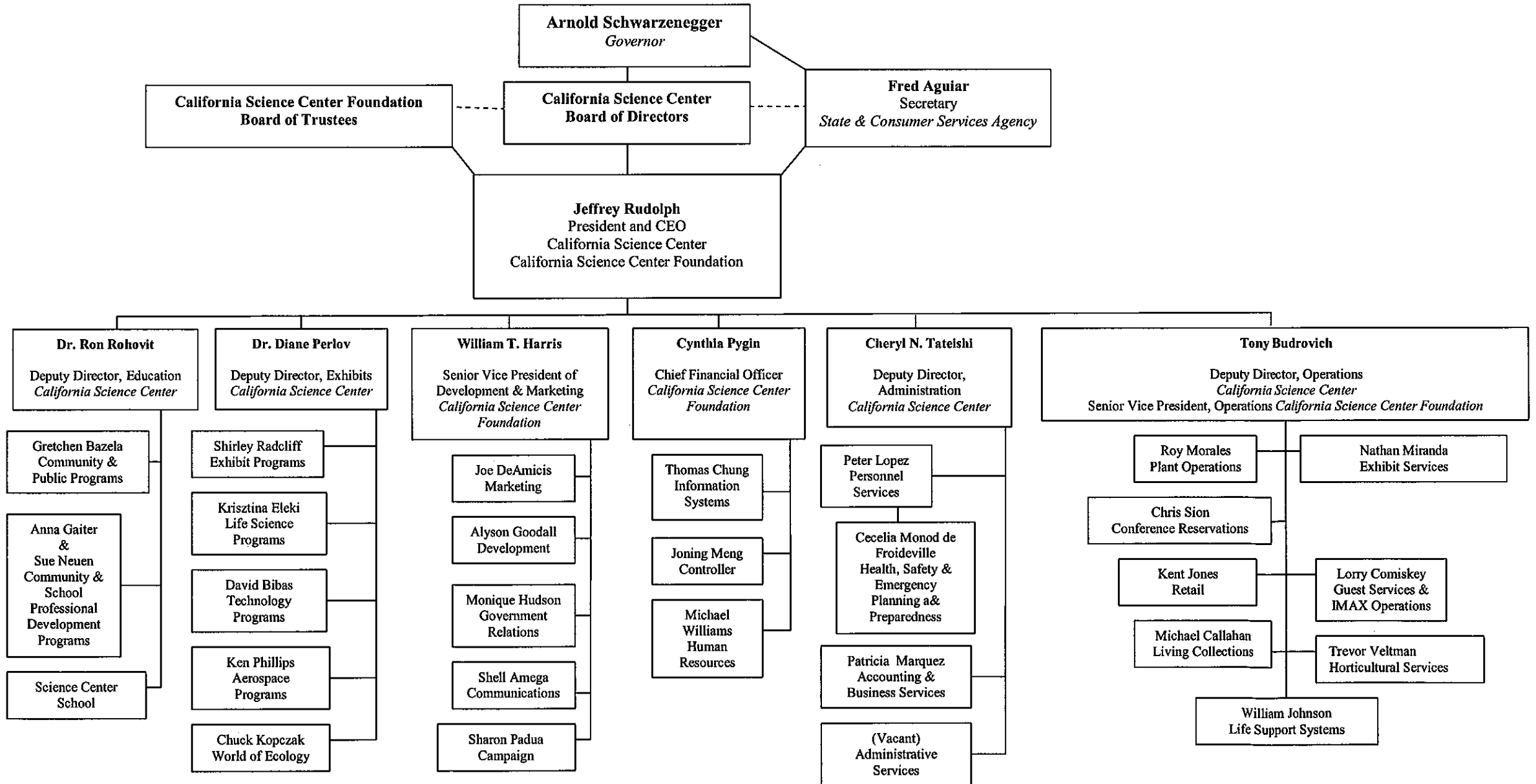
By: Rosario Marin

CONSENT:

STATE PUBLIC WORKS BOARD

By: Karl J. [Signature]

**APPENDIX H:  
CALIFORNIA SCIENCE CENTER ORGANIZATIONAL CHART**



**APPENDIX I:  
SAMPLE CIHC BOARD JOB DESCRIPTIONS**

## **SAMPLE CIHC BOARD JOB DESCRIPTIONS**

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### **Chair**

- Serve as the chief elected officer of the CIHC, with general supervision, direction, and control of the business and affairs of the organization.
- Preside at all meetings of the Board and the Executive Committee
- Serve as an ex-officio member, with the right to vote, on all committees
- Work in partnership with the Executive Director to make sure Board resolutions are carried out
- Call special meetings if necessary
- Appoint all committee chairs and with the Executive Director, recommend who will serve on committees
- Assist Executive Director in preparing agenda for Board meetings
- Assist Executive Director and Vice Chair in conducting new Board member orientation
- Oversee searches for a new Executive Director
- Coordinate Executive Director's annual performance evaluation
- Work with the Nominating Committee to recruit new Board members
- Act as an alternate spokesperson for the organization
- Periodically consult with Board members on their roles and help them assess their performance
- Maintain knowledge of the organization and personal commitment to its goals and objectives

### **Immediate Past Chair**

- Attend all Board meetings as a voting member
- Serve as a counselor and resource to the Chair of the Board and Executive Director, as necessary
- Serve on committees and task forces and take on special assignments as requested by the Chair
- Maintain knowledge of the organization and personal commitment to its goals and objectives

## **Vice Chair**

- Attend all Board meetings
- Serve on the Executive Committee
- Carry out special assignments as requested by the Board Chair
- Understand the responsibilities of the Board Chair and be able to perform these duties in the Chair's absence
- Coordinate all Board development activities, including nominations, orientation, ongoing education, and performance evaluation
- Assist the Board and the CIHC in the interpretation and implementation of the organization's Ethics Code for Board members
- Participate as a vital part of the Board leadership
- Maintain knowledge of the organization and personal commitment to its goals and objectives

## **Secretary**

- Attend all Board meetings
- Serve on the Executive Committee
- Assure the maintenance of all Board records and ensure their accuracy and safety; supervise the keeping of the records of the CIHC
- Assure the maintenance of the minutes of all Board and Executive Committee meetings
- Assume responsibilities of the Chair in the absence of the Board Chair and Vice Chair
- Assure the dissemination of notices for meetings of the Board and/or of a committee when such notices are required
- Maintain knowledge of the organization and personal commitment to its goals and objectives

## **Treasurer**

- Understand financial accounting for non-profit organizations
- Serve as chairperson of the Finance Committee (and other finance-related committees, such as an Audit Committee)



- Manage, with the Finance Committee, the Board's review of and action related to the Board's financial responsibilities
- Work with the Executive Director and the financial staff member to ensure that appropriate financial reports are made available to the Board on a timely basis
- Assist the Executive Director or the financial staff member in preparing the annual budget and presenting the budget to the Board for approval
- Assure maintenance of adequate financial records and report regularly to the Board and Executive Committee
- Supervise the preparation of the annual audit and answer Board members' questions about the audit
- Oversee the receipt and safekeeping of all funds of the CIHC and deposit them or cause them to be deposited in the bank(s) designated by the Board
- Maintain knowledge of the organization and personal commitment to its goals and objectives

## **Board Member**

- Attend at least 75% of annual Board and committee meetings; participate in all fundraising events by attending the events and seeking financial support
- Be informed about the CIHC's mission, vision, services, policies, and programs
- Review agenda and supporting materials prior to Board and committee meetings
- Actively serve on at least one Board committee each year and offer to take on special assignments
- Be a member of the CIHC at a level approved by the Board and make a personal financial contribution to the organization
- Inform others about the CIHC
- Suggest possible nominees to the Board who can make significant contributions to the work of the Board and the CIHC
- Keep up-to-date on developments in the museum/cultural heritage field
- Follow conflict of interest and confidentiality policies
- Refrain from making special requests of the staff
- Assist the Board in carrying out its fiduciary responsibilities, such as reviewing the organization's annual financial statements

**Appendix 2: CIHC Fundraising Assessment Report (Phase I)**  
**Submitted by Skystone Ryan**

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***California Indian  
Heritage Center  
Fundraising  
Assessment Report***

*for the*

***California State  
Department of Parks and  
Recreation  
Sacramento, California***

*And*

***AECOM Economics  
(formerly Economic  
Research Associates)  
San Francisco, California***

***21 July 2010***

***Submitted by  
Charles Ansbach  
Managing Partner***



**SKYSTONE RYAN**

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*A World of Expertise*



# ***California Indian Heritage Center Fundraising Assessment Report***

## **PURPOSE OF THE REPORT**

The purpose of this research report is to determine the likelihood of raising a minimum of \$40 million to build, furnish and endow a California Indian Heritage Center (CIHC) in West Sacramento, California.

The proposed Center would be built as a state project managed by the California Department of Parks and Recreation.

## **AUTHORIZATION**

Skystone Ryan, Inc. was engaged by AECOM (formerly ERA Corporation) with the approval of the California State Parks to conduct the fundraising portion of the CIHC research project. The research began in November 2009. It was temporarily halted as the state budget was put on hold and then re-started in April 2010.

## **METHODOLOGY**

To gather the information needed for this report, the Skystone Ryan team, which consisted of Charley Ansbach, project manager, Christine Wagner, interviewer and researcher, and Lisa Williams, grants researcher, took the following steps:

1. Interviewed members of the Board of the CIHC, which represents a broad cross-section of recognized California Indian tribes, plus select non-members and California State Parks representatives. In many instances, these interviews were carried out jointly with the staff of Museum Management Consultants, Inc., which conducted the governance report for the overall project.
2. Interviewed administrative leaders from four notable Indian museums in the United States.
3. Researched private foundations and Federal grants available to Indian and cultural museums.
4. Researched select potential corporate partners.
5. Drew upon Skystone Ryan experience preparing for and managing capital campaigns with Indian Tribes in California and other parts of the country.

## **CHALLENGE TO SCOPE OF PROJECT**

In addition to the work described above, Skystone Ryan initially intended to also interview key casino tribe business leaders and major corporate vendors serving the tribes and the tribal casino industry in California. It was intended that we would be introduced to those potential donors by select tribal and/or Department of Parks leaders. Unfortunately, no such interviewees or liaisons to them were identified by the Department of Parks or the CIHC Advisory Board. Without the names and access to them to request interviews that data could not be obtained. This lack of access to a



number of potential benefactors is one of the factors the firm weighed in its overall assessment of the likelihood of reaching the campaign goal.

It is also noted that the global economic recession has had a negative effect on the giving potential of many organizations, agencies, companies, foundations and individuals. The economic downturn is factored into the findings and recommendations, and Skystone Ryan has discounted projected income for this project accordingly in its recommendations.

## **REPORT STRUCTURE**

This report is divided into four basic sections and an appendix.

1. **Individual Interview Findings:** A total of 27 interviews were conducted with CIHC Advisory Board Members and others.
2. **Grants Research:** Private foundations and Federal grants programs were researched to find potential matches with this project for possible funding.
3. **Corporate Grants Research:** Information was gathered on corporate foundations suggested by interviewees.
4. **Fundraising Assessment:** A general conclusion regarding fundraising potential for the CIHC project is provided by Skystone Ryan based on its experience with major campaigns, the opinions of the interviewees for this project and the research conducted on other potential donors.
5. **Attachments** to this report include a list of individual interviewees and a listing of funding sources available through the Institute of Museum and Library Services.



## SECTION 1: INDIVIDUAL INTERVIEW FINDINGS

The following are unattributed comments and answers provided by interviewees to the questions regarding fundraising for the CIHC project. Each question section is followed by a summary of the responses, plus the firm's analysis and related recommendations for how to address the issues raised.

### 1. Is the current CIHC plan the right plan for the proposed Center?

- *This can't be a museum. It has to be a cultural center.*
- *This should be a heritage center, a meeting place.*
- *There is no single gathering place for all the tribes in the state to host events and this would do it.*
- *It should have a strong virtual presence.*
- *It should be a place to celebrate the native cultures of California (artifacts, activities, group activities). It needs to have spaces for native people where they can interact with the objects privately.*
- *It should showcase materials, provide a venue and training.*
- *This should be a place where all natives can come together. A place for togetherness. And then there will be a museum as well.*
- *Include an amphitheater.*
- *The balance of power is that the State owns artifacts; California Indians own the story.*
- *Parks has the collections and that is its strength in discussions with tribes.*
- *Tribes should run the show. The state is too bureaucratic.*
- *Native Americans should run the organization and tell their stories.*
- *Hand the reigns to Indians. Let them be the majority on board. Take nominations from community. Separate the state: Southern California, Central Valley, Northern California, and let each area nominate someone. Include the unrecognized tribes.*
- *It should be controlled by the tribes.*
- *It should be something consistent with the waterfront plan for the surrounding site.*
- *It should be built into a regional attraction.*
- *If it is done right it can be positive for West Sacramento. A nice center can be a benefit to area residents.*
- *Make it accessible and interactive with the water.*
- *Make it a combination of a museum and state park with events throughout the year. Do the entryway with landscaping and hardscape – make it a special place.*
- *Natives are allowed in free at the Indian museum now. Offer a free day for natives.*
- *Hiring is the main issue. You want to hire the right people.*
- *Education will get rid of racism. Don't keep things because they're sacred. Educate the non-native public. Use it as a place for education.*



- *The audience is children, foreigners/tourists, and academia. Success depends on how you market it.*
- *The City of West Sacramento is involved with the agreement to offer property.*
- *The City can help in dealing with community concerns (traffic, etc.).*
- *The City can play support role—give State Parks venue for engaging community.*
- *The City has some expectations for physical access—river access, trails.*
- *The West Sacramento City leaders said there can be no gaming on the museum site or that could have been a revenue source.*
- *The land cannot be used for gaming.*
- *The museum site has challenges—topography, levee (could be more difficult issue than expected or currently understood).*
- *Community integration, getting local people behind the project, will be important for success.*
- *Politics could become an issue if City is not involved.*
- *The City of West Sac says the land must remain public and managed overall by State Parks.*
- *Use a standard operating agreement to empower the new nonprofit to keep the unions from jumping on it. Joint Powers approach with West Sac is not a good approach. A concessions operation agreement is also too limited and too open for letting groups do whatever they want on the land.*
- *Let Indians tell their story their way.*
- *It is important that the displays and functions in the new museum have contemporary relevance.*
- *Relate displays to school curriculum.*
- *Address contemporary tribal issues.*
- *Bring back the Russian and German collections.*
- *Focus on getting tourists and school kids to visit.*
- *Having rangers run the museum would not work.*
- *The 1991 plan for this project is what appeals to me.*
- *Many tribes say they do not want a central museum but rather regional ones. But that does not really play out. The project needs key leaders from tribes that tried the local museum approach and found out how limiting it can be in getting things like the Russian collection.*
- *Among the tribes there is a strong interest in regional museums. The issue of how to tie them to the state museum needs to be addressed. Most regional and local museums cannot qualify for display care credentials needed to attract loaned displays and the new museum would be able to. There has never been a plan developed for how to use that issue to get tribes involved with the state project.*
- *The national tribal museum in Washington DC focuses on telling the story of a family within a tribe. This new museum should do something similar and stress clans and family.*
- *Is the new board expected to be a fundraising or a management group or both?*
- *Is the current staff of the current museum going to run the new facility?*
- *Lots of registered and non-registered tribes have their own little museums and they will not participate until they see a value for them.*





- *There are no federally recognized tribes in the LA basin. There are 150 recognized tribes and 50 un-recognized tribes in California. The government split the tribes up.*
- *Money will bring everyone together. Use part of the money raised to allot to each tribe for their displays.*
- *What has been done is good in that it got everyone's opinion included.*
- *The project has a great location.*

## **Summary Comments**

- *The Center needs to be an active, lively place of real and current value to Indians and visitors. It is implied that the sense of being current and useful will have to be maintained over time.*
- *The management of the Center by Indians is an important issue to address. Hiring the right people to manage it well is seen as equally important.*
- *The City of West Sacramento is an important and integral participant in the success of the Center.*
- *There are some land use and related issues that still have to be worked out.*
- *The final design of the Center and the activities that go on in it can become a new and important attraction in West Sacramento. The design needs to build the proximity to the water into the Center in an interesting way.*
- *There are several tribes that want to have regional museums more than the proposed large state Indian Heritage Center. However, the regional centers are not able to attract the major loaned displays and that fact may help to get them to also support the state project.*

## **2. Who should be involved as volunteers in fundraising to make this project a success?**

- *The Task Force was hand selected. Involve more tribal leaders.*
- *This needs a visionary leader as the Chair.*
- *They need a mover and shaker board. Trying to please everyone has made the project impossible to move forward.*
- *The current Task Force has no background to put this project together. They are from small tribes, non-gaming.*
- *There are some key Indian organizations in the state that should be on-board of providing contacts. They include: California Indian Nations Gaming, Tribal Association of Sovereign Indian Nations, California Tribal Business Alliance, California Association of Tribal Governments and Southern California Tribal Council Association.*
- *The Tribal Business Alliance has no faith in the Task Force.*
- *The City of West Sacramento needs to be represented.*
- *Get Reba Fuller more involved and Leland Getner as an incoming tribal chair.*
- *We need the Rumsey Tribe (Yoche Dehe) to get more involved and Tim Bactad as a major gaming tribe chair. Dan Ramos can help bring in business leaders from non-tribe community. David Quintana is a key person to help bring tribal*





*leaders to the table and refine the idea of how to use the museum for political gain for the tribes.*

- *Other good potential contacts and supporters are Jim Crouch, Indian Health issues for the state; Harvey Chess, knows Indian projects in other states; Kris Martin, Rumsey Tribe; Cindy Lamar, runs education nonprofit for Indians; Lee Ischar, involved deeply with casinos.*
- *Good members to have on the new boards for fundraising include Dan Ramos and Marshall McKay.*
- *Reno Franklin, Brian Wallace and Richard Malalovich should be on there.*
- *They need to put gaming tribe representatives on the board.*
- *They need more professionalism on the Board. It is a well-intended group but not effective for fundraising and museum management.*
- *Get Darrell Steinberg involved. Several tribes gave to support his Unity Center project.*
- *People will want the foundation to play a large role.*
- *Not just tribal representatives need to be on this board, but also representatives of corporations/associations who would want to tie themselves to this project.*
- *The current advisory board was not selected based on ability to fundraise. Doing okay in current role. Need casino tribe representatives.*
- *Cindi Alvitre is good. David Quintana would be good but has trouble attending the meetings. Bill Mungary could be on regular board. Tim Bactad could be good for regular board because he's part of a gaming tribe.*
- *Some non-federally registered tribes have a lot of history to give to this project and should be included.*
- *Forget about the individual tribes and pay more attention to the cultural groups made up of several tribes in each group. They are more important to fundraising. Some groups are made up of gaming and non-gaming tribes linked by culture. An example is the Chumash Tribe which a casino tribe and they are descendants of other tribes and clans. Who is Chumash and who is 'Mexican' is a blood feud for example.*
- *Getting the Council Elders involved is important.*
- *The new board of this museum needs education in common fundraising concepts and terms.*
- *The new board should have people on it that represent history and others that represent money.*
- *It is vital to get the right group of respected leaders asking for the funds. The tribal leaders will only listen to some they respect.*
- *There is a younger, very energized group of up and coming tribal members who have money and want to help make things happen. The current task force does not include them.*
- *Most Tribes have a philanthropy arm, tribal distribution process and special collections lending.*
- *Non-Federally recognized tribes are sources of value added in the way of artifacts, history and the like.*

## Summary Comments



- To be effective in raising money, the Center’s board needs to have tribal leaders, business leaders and visionary leadership involved.
- The current Task Force got everyone’s opinions and needs considered in the project concept. Now a new group has to get it financed and built, which requires different skills.
- There are several major Indian business groups, casino groups and tribal leaders that need to be represented and engaged in order to raise major funds.
- There are several members of the current Task Force who can bring useful skills and connections to the new board and should be recruited.
- It is important to get Senate President Pro Tem Darrell Steinberg involved in this project. He can be helpful in raising funds.
- In addition to the tribes there are cultural affiliations among groups of tribes that are important to acknowledge and work with to get support for the Center. Also include the non-registered tribes because some can bring resources to the project.
- Stress the ability to raise and give funds as part of being on the new board.

### 3. What are the main issues involved in raising funds for this project?

- *Board has to be able to generate revenue; “give or get” concept.*
- *Casino money seems obvious.*
- *Naming opportunities—Parks will have to get over dislike of that concept. Use naming opportunities to attract endowment giving.*
- *This is the wrong time to be approaching gaming tribes for funding. Big vendors like Bank of America and IGT Corporation would be better.*
- *The State should provide money to get group off the ground and build their capacity to raise money.*
- *The challenge for fundraising is people have to really believe it’s going to happen. The gaming community has to think it’s real. They have to believe that people behind it can make it real.*
- *They should get a few corporate people involved on Board. This gives the message to gaming tribes: “The white people are doing it, so should we.”*
- *The State owes this to the Native people.*
- *The idea that the state should pay for the whole project exists among some tribal representatives.*
- *The State library has some collections to donate from the state to this museum.*
- *If State funds the project, it will have bureaucracy. If you want a flexible organization, give exception to state procurement rules.*
- *The owner of the project is critical. State owned vs. non-profit. If the owner is Parks, Parks can make contributions with staffing.*
- *The State owns the collection and is giving it to the Center. This has value that should be stated.*
- *Twenty percent of the cost of construction will likely come from state/park.*
- *Role of the City is as cheerleader, delivering community support, police/recreation on Board, staying out of the way, and providing ongoing*



*cooperation with police, recreation & parks, and the Public Utilities Commission.*

- *Funds for this will come from casinos, celebrities, foundations.*
- *The State should match money raised from the tribes.*
- *Start with foundations because getting that money shows the Native Americans that you are sincere and that will build trust.*
- *Funding will come from Indian casinos and the license plate program.*
- *Market this to entire State of California. Public marketing will help in seeking public funds.*
- *There hasn't been a campaign to raise awareness at state level. This project needs to capture media lights in order to raise money.*
- *Funding will come from gaming tribes. Help them see the value of the project.*
- *Sustainability is an issue. Build attendance, but make it sustainable.*
- *One-third of the project funds will come from State funds/bond funds; 2/3rds will come from outside funding.*
- *Native American Heritage Commission believes the State should pay for this.*
- *There's a perception floating around that people don't want gaming tribes involved.*
- *Funding should come 1/3<sup>rd</sup> from the state using Prop 84 money and 2/3rds from casinos and other outside donors.*
- *It needs people like Marshall McKay serving on the Board to help bring in funds.*
- *You have to show the tribes the project can really happen in order to get them to give.*
- *There has not been a lot of individual discussion with tribal chairs, and they have a wait-and-see attitude as a result.*
- *The current committee should invite tribal leaders to Sacramento to hear the project 'pitch.'*
- *Funding for construction will be 1/3 state 2/3 other.*
- *Focus on getting Prop 84 bond money and casino gaming money.*
- *Land transfer has to happen from the State.*
- *State should pay for this project, from tribal point of view.*
- *Get not just the tribes but also big companies and associations on the board who want to tie themselves to goodwill with the tribes as has been done with Asian and Latino causes.*
- *Get the Tribal Business Alliance involved.*
- *Thunder Valley gave \$1 million to Steinberg's project. The Rumsey Tribe gave \$1.5 million. They are doing fine.*
- *Tribes have to see 'what's in it for us' in order to see it as a worthwhile investment. Generating goodwill is not enough. Getting votes for tribal related issues is important. The casino issue is all about getting votes.*
- *There is no cookie cutter appeal that will work on all the casino tribes.*
- *Casino tribes have two big needs: statewide goodwill and local goodwill. Casinos in California concentrate on building goodwill within a 50-mile radius of their operations.*
- *Go for per-capita funding from tribes.*
- *Older members of tribes can be appealed to based on preserving tradition. I am not so sure what will move the younger members.*



- *Get the casino vendors involved too. IGT is hurting for cash right now but good otherwise. Bank of America should be approached.*
- *Get the state and some private donors to fund fundraising to get it underway. Get large 'white people' companies to give something and then get the tribes to match it when they feel the pressure.*
- *Look into CIRC Corporation, which is a tribal corporation created out of the Alaska pipeline buyout from the tribes. At last count that corporation had money it needed to invest in new projects.*
- *If the tribes don't step up, it will be easier and cheaper for the State to just add the current museum.*
- *The State might be able to find some of the construction funding, but as the economy gets tougher like people think it will, that funding could go away.*
- *It needs to be more than a museum to get funds from the tribes. The tribes have to see it as a valuable amenity in the capital for themselves. Their lobbyists and leaders need to determine what that value is and then sell it to each other.*
- *We need to have the right people meet with the tribal chairs to get their support.*
- *If big tribes with big casinos fund, it everyone else will follow.*
- *The presentation on the license plate program is too long and no one knows the group putting it together. It appears to be a personal business opportunity.*
- *I do not know the people who have the money but Larry Myers should.*
- *The fact the state has put up \$5 million is something we have not used to ask tribes to step up and match that amount to get underway, and we should.*
- *I'm not sure if Chinese people who game are potential supporters or not.*
- *The license plate project can help generate funds.*
- *Most tribes have a philanthropy arm, a tribal distribution process and special collections lending.*
- *Non-Federally recognized tribes are sources of value added in the way of artifacts, history and the like.*
- *Try getting the Gates Foundation involved. They have supported a lot of other tribes in Washington and Oregon.*
- *Get the National Indian Gaming Commission and the California Indian Gaming involved.*
- *Approach the Getty, Packard and Kresge foundations.*
- *Go to national parks for tribal projects funding.*
- *Cashe Creek is interested in the project.*

### **Summary Comments**

- *Casino support is basic to the success of the Center's fundraising, but casinos overall are not generating as much income as they normally do, so now is a hard time to get them to give.*
- *Casino vendor companies are good prospects for contributions.*
- *The Department of Parks can and should allow donors to name parts of the new Center.*
- *A major issue in fundraising for the Center is getting tribal leaders to believe it will actually be built.*



- One suggested strategy is to get non-Indian donors to step up first and the tribes and casinos will follow. Doing matching gift solicitations will probably generate added support.
- Some tribes and tribal representatives believe the State should pay for the whole project as a gift to the tribes.
- More publicity is needed to broaden the base of donor support throughout the state.
- Roughly one-third of the goal should come from the State and the majority of the rest of the funds should come from casinos.
- Get tribal elders and leaders more informed and involved with the project.
- The proposed license plate project can help gather some added support.
- Getting the younger tribal members involved is a good idea, especially when thinking of future donors.
- Several foundations are likely to have an interest in this project.

#### **4. Is the \$40 million goal achievable?**

- *I do not believe raising that amount is possible under the current conditions.*
- *The casino tribes can do this if they want. They have the money, even though business is down right now.*
- *The gaming business is down by 25 percent—layoffs are underway and expansions have been cancelled.*
- *I'm not sure how much Parks will have for capital. The Department started with putting in \$5M, which gets the project to working drawings. Money secured for construction will have to come from tribes.*
- *Parks can probably get money for maintenance (housekeeping) and security and probably not much else—perhaps \$500-\$800K (probably about a third of the operating budget). If parking and other earned revenue are realistic, Parks could use that to justify providing lead staff.*
- *Funding should be about 70 percent from gaming tribes and their vendors including credit card companies, banks and insurance; 10 percent from other private donors and tribal members; 20 percent from foundations, corporations, and business partners to various tribes, like timber, oil and gas, ranching and the like.*
- *I do not know the people who have the money but Larry Myers should.*
- *The fact the state has put up \$5 million is something we have not used to ask tribes to step up and match that amount to get underway, and we should.*

#### **Summary Comments**

- If the casinos get involved in a big way this project will reach its fundraising goal. If not, it will not.
- The Department of Parks might be able to give \$5-\$10 million but a lot depends on the overall state budget crisis.



## **SECTION 2. FUNDRAISING INTERVIEWS WITH OTHER INDIAN MUSEUMS**

Skystone Ryan interviewed four indicative Indian museums around the country with profiles similar to that planned for the CIHC project. The goal was to identify the ways in which each had financed the original construction of their facilities as possible sources for CIHC.

### **Alaska Native American Heritage Museum, Anchorage, Alaska**

John Ross, Executive Director

The ANHC received the majority of its initial construction funds from Federal grants. Approximately 55 percent of its current annual operating budget comes from two multi-year Federal grants. Another 35 percent comes from admission fees, class fees, concessions, catering, facility rentals and a gift shop. The balance comes from donations from individuals, companies and foundations.

### **Native American Cultural & Education Authority, Oklahoma City, Oklahoma**

Gena Timberman, Executive Director

- This project's source of construction funding was primarily State of Oklahoma bond funds. They have realized some federal funding and funding from the City of Oklahoma, but most of the structure was built with bond funds.
- With rates as low as they are, bond funding is still attractive. The question still remains, though, if a project can get revenue in some form for the state to service the debt.
- It is the executive director's view that Federal funding on projects like hers is very difficult at this time. "We have had major challenges realizing the amounts of federal funding we need."

### **Autry Museum's Southwest Museum, Los Angeles, California**

John Gray, Executive Director

- Other examples to look at are the Heard Museum in Phoenix and the Wheelwright Museum.
- The executive director stated that, "One thing people rarely discuss is the fact that visitation to ethnic museums across the country is much lower than to other museums, so income to support on-going operations is harder to come by. Asian, African and similar museums draw smaller crowds. The Heard Museum tried several configurations and has gotten smaller over time."
- There tends to be very little support outside of the tribes.





- This museum (The Southwest Museum) was in the red before the merger with the Autry. It gets half the attendance from the Autry. The main reason the Autry survived is the endowment from the Autry family and it received funds for going multi-cultural. In their fundraising they involve leaders from the tribes, Hispanic and African-American communities.
- The High Museum in New York failed. The Agua Caliente Museum in Palm Springs is tribal supported, as is the Pechanga Casino Museum south of Los Angeles and the Acoma Tribe Museum in New Mexico. The Wheelwright Museum in Santa Fe is a privately owned museum.
- These kinds of museums must have an angel investor or group, like the tribes or government underwriting.
- Featuring stories and interactivity is vital. Collections do not matter.
- Raising operating income is an annual struggle.

### **Smithsonian National Museum of the American Indian, Washington, DC**

Kevin Gover, Executive Director

- The money to build this museum in Washington, DC, was made available through special legislation.
- The museum also engaged tribes all across the country as donors, including its annual campaigns. Casino tribes in California are among their valued donors.
- The executive director commented that “One good place to look for current funding for construction is the Federal Institute of Museum & Library Services.”



## SECTION 3. GRANTS RESEARCH

Skystone Ryan’s research included identifying private foundations, government grants and corporate foundations that may represent major funding possibilities for the CIHC project. The following is a listing of those findings.

### Charitable Foundations

#### 1. The Allstate Foundation

Due Date: July 15 for new relationships.  
Website: <http://www.allstate.com/foundation/apply-for-a-grant.aspx>  
Award Size/Term: Awards list from \$20,000 to \$1 MM.  
Eligibility: 501(c) (3) or government entities.  
Funding Priority: This approach would have to be under “tolerance, inclusion and diversity,” i.e. teaching tolerance to youth and alleviating discrimination. They do fund museums and general operating costs.  
Restrictions: Recipients of grants of \$25,000 or more will be required to enter into an agreement that details, in a collaborative way, program activities, timetables, planned communications, and program evaluation measures.  
Contact: On-line registration and application.

#### 2. Fulton Foundation

Due Date: Dec. 31  
Website: None.  
Award Size/Term: Gave \$13,960 total during 2008.  
Eligibility: 501(c) (3)  
Funding Priority: Museums (children’s); general/operating support.  
Restrictions: None listed.  
Contact: Letter requesting application to:  
P.O. Box 588  
7250 Cat Canyon Rd.  
Los Alamos, CA 93440-0588  
Telephone: (805) 344-5855  
Robert E. Fulton, Jr., Pres.

#### 3. Hollis Foundation, Inc.

Due Date: Sept. 1  
Website: None.  
Award Size/Term: Awards list from \$2,000 to \$59,000.  
Eligibility: Not specified.  
Funding Priority: Museums, youth services; annual/capital campaigns, general/operating support.  
Restrictions: None listed.





Contact: Letter to:  
1693 Grey Rock Rd.  
Midland, GA 31820-4728  
Contact: Anthony D. Link, Fdn. Coord.

#### **4. The Huisking Foundation, Inc.**

Due Date: August  
Website: <http://www.huiskingfoundation.org/>  
Award Size/Term: Awards listed from \$1,000 to \$25,000  
Eligibility: Not specified.  
Funding Priority: Museums, historic preservation, historical societies; continuing support, general/operating support.  
Restrictions: None listed.  
Contact: Letter to:  
291 Peddlers Rd.  
Guilford, CT 06437-2324  
Telephone: (203) 453-2176  
Frank R. Huisking, Secy.-Treas.

#### **5. Kelly Foundation**

Due Date: July 15, Oct. 15.  
Website: None.  
Award Size/Term: Awards list from \$5,000 to \$25,000.  
Eligibility: 501(c) (3)  
Funding Priority: Specialized museums (focusing on education and cultural/civic improvement); capital campaigns, general/operating support.  
Restrictions: None listed. This Foundation gives in Sacramento only.  
Contact: Submit 2 copies of proposal with the following information:  
1. Population served  
2. Name, address and phone number of organization  
3. Copy of IRS Determination Letter  
4. Brief history of organization and description of its mission  
5. Copy of most recent annual report/audited financial statement/990  
6. How project's results will be evaluated or measured  
7. Listing of board of directors, trustees, officers and other key people and their affiliations  
8. Detailed description of project and amount of funding requested  
9. Contact person  
10. Copy of current year's organizational budget and/or project budget  
11. Listing of additional sources and amount of support  
Address: 3610 American River Dr., Ste. 190 Sacramento, CA 95864-5922



## **6. The New-Land Foundation, Inc.**

Due Date: August 1  
Website: None  
Award Size/Term: Awards list from \$13,898 to \$40,000.  
Eligibility: 501(c)(3)  
Funding Priority: Museums, with a civil rights theme; annual campaigns, continuing support, general/operating support.  
Restrictions: None listed.  
Contact: Applicants should submit the following:  
1. Results expected from proposed grant  
2. Population served  
3. Copy of IRS Determination Letter  
4. Copy of most recent annual report/audited financial statement/990  
5. How project's results will be evaluated or measured  
6. Listing of board of directors, trustees, officers and other key people and their affiliations  
7. Detailed description of project and amount of funding requested  
8. Copy of current year's organizational budget and/or project budget  
1114 Ave. of the Americas, 46th Fl.  
New York, NY 10036-7798  
Telephone: (212) 479-6162

## **7. The Avis Budget Charitable Foundation**

Due Date: None.  
Website: None.  
Award Size/Term: Awards list from \$10,000 to \$100,000.  
Eligibility: 501(c)(3)  
Funding Priority: Museums, arts, minorities; general/operating support.  
Restrictions: None listed.  
Contact: Write Foundation for application form:  
c/o Avis Budget Group, Inc.  
6 Sylvan Way  
Parsippany, NJ 07054-4407  
Telephone: (973) 496-2579  
Jean Sera, Secy.

## **8. Blommer Foundation**

Due Date: None.  
Website: None.  
Award Size/Term: Awards list from \$2,000 to \$50,000  
Eligibility: Not specified.  
Funding Priority: Arts, museums; general/operating support.



Restrictions: None listed.  
Contact: Applicant should submit detailed description of project and amount of funding requested to:  
600 W. Kinzie St.  
Chicago, IL 60610-3977  
Telephone: (312) 226-7000  
Joseph Blommer, Secy.

### **9. Coleman Charitable Foundation**

Due Date: None.  
Website: None.  
Award Size/Term: Awards listed from \$10,000 to \$30,000.  
Eligibility: Not specified.  
Funding Priority: Arts, museums; capital campaigns, continuing support, general/operating support.  
Restrictions: None listed.  
Contact: Letter to:  
2557 Merced St.  
San Leandro, CA 94577-4207  
Telephone: (510) 614-5555  
Clarence B. Coleman, Pres.

### **10. John F. and Mary A. Geisse Foundation**

Due Date: None.  
Website: None. Email: [tgeisse@turnergeisse.com](mailto:tgeisse@turnergeisse.com)  
Award Size/Term: Awards list from \$20,000 to \$310,000  
Eligibility: 501(c) (3)  
Funding Priority: Native Americans.  
Restrictions: Unsolicited requests for funds generally not accepted.  
Contact: 1-2 page letter to:  
100 N. Main St., Ste. 350  
Chagrin Falls, OH 44022-2773  
Telephone: (440) 247-0003  
Tim Geisse, Treasurer  
Fax: (440) 247-8903

### **11. Willametta K. Day Foundation**

Due Date: None.  
Website: None.  
Award Size/Term: Awards listed from \$2,000 to \$5 MM.  
Eligibility: Not specified.  
Funding Priority: Museums, cultural organizations; general/operating support.  
Restrictions: None listed.  
Contact: Letter to:  
Allison M. Keller, Secretary-Treasurer



c/o Oakmont Corp.  
865 S. Figueroa St., Ste. 700  
Los Angeles, CA 90017-2598  
Telephone: (213) 891-6300

## **12. Huang Foundation**

Due Date: None.  
Website: None.  
Award Size/Term: \$12,960 total given for grants in 2008.  
Eligibility: Not specified.  
Funding Priority: Ethnic, folk arts museums; general/operating support.  
Restrictions: None listed.  
Contact: Letter to:  
P.O. Box 247  
Rancho Santa Fe, CA 92067-0247  
Contact: Ernest Chun-Ming Huang, Dir.

## **13. Caroline P. and Charles W. Ireland Foundation**

Due Date: None.  
Website: None.  
Award Size/Term: Awards list from \$2,500 to \$10,000.  
Eligibility: Not specified.  
Funding Priority: Museums; annual and capital campaigns.  
Restrictions: None specified.  
Contact: Letter to:  
c/o Regions Bank  
P.O. Box 11647  
Birmingham, AL 35202-1647

## **14. Jeannette C. McIntyre and Frederick "Lash" McIntyre Charitable Foundation Trust**

Due Date: None listed.  
Website: None.  
Award Size/Term: Awards list from \$10,000 to \$35,000.  
Eligibility: Not specified.  
Funding Priority: Museums; general/operating support.  
Restrictions: None listed.  
Contact: Submit detailed description of project and amount of funding requested to:  
P.O. Box 12727  
Palm Desert, CA 92255-2727



### **15. H. Schaffer Foundation**

Due Date: None.  
Website: None.  
Award Size/Term: \$54,525 granted in 2008.  
Eligibility: Not specified.  
Funding Priority: Museums (art and history), general charitable giving;  
general/operating support.  
Restrictions: None listed.  
Contact: Letter to:  
10960 Wilshire Blvd., Ste. 1960  
Los Angeles, CA 90024-3805  
Herbert Schaffer, Pres.

### **16. The Scherrer Foundation**

Due Date: None specified.  
Website: None.  
Award Size/Term: \$43,925 awarded in 2008.  
Eligibility: Not specified.  
Funding Priority: Museums; general/operating support.  
Restrictions: None listed.  
Contact: No application procedure listed.  
P.O. Box 491635  
Los Angeles, CA 90049-8635

### **17. The Randall & Barbara Smith Foundation**

Due Date: None.  
Website: None.  
Award Size/Term: \$32,000 awarded in 2008.  
Eligibility: None specified.  
Funding Priority: Museums (art), historical preservation/historical societies  
Restrictions: None listed  
Contact: Letter to:  
c/o Smith Management LLC  
885 3rd Ave., 34th Fl.  
New York, NY 10022-4834  
Telephone: (212) 888-5500  
Jeffrey A. Smith, Treas.

### **18. Sidney Stern Memorial Trust**

Due Date: None.  
Website: None.  
Award Size/Term: Awards list from \$2,500 to \$15,000  
Eligibility: Not specified.  
Funding Priority: Interested in Native Americans; annual campaigns,  
general/operating support.



Restrictions: None listed.  
Contact: Letter or proposal (1 1/2 pages describing preferred use of funds)  
to:  
c/o Wells Fargo Bank, N.A.  
P.O. Box 63954  
San Francisco, CA 94163-0001

### **19. van Loben Sels/RembeRock Foundation**

Due Date: Rolling  
Website: <http://www.vlsrr.org/>  
Award Size/Term: Awards list from \$10,000 to \$38,000.  
Eligibility: 501(c)(3)  
Funding Priority: New ideas that demonstrate the potential for improvement and enhancement of life in our communities; projects and programs targeted toward underserved and at-risk populations; Native Americans; continuing support; general/operating support.  
Restrictions: None listed.  
Contact: See website for application requirements and guidelines.

### **20. Xerox Foundation**

Due Date: None.  
Website: [http://www.xerox.com/downloads/usa/en/x/xerox\\_foundation\\_policy\\_guidelines.pdf](http://www.xerox.com/downloads/usa/en/x/xerox_foundation_policy_guidelines.pdf)  
Award Size/Term: Awards list from \$1,000 to \$10,000  
Eligibility: 501(c)(3)  
Funding Priority: Native Americans; continuing support, general/operating support.  
Restrictions: None relevant.  
Contact: No specific application form is used. Requests for grants/funding should be submitted in letter form describing the project or program. This request should contain the legal name of the organization, the official contact person, its tax- exempt status, a brief description of its activities and programs, the purpose for which the grant is being requested, the benefits expected, the plans for evaluation, the projected budget, and the expected sources and amount of needed funds. Also, any additional factual material related to the organization or the request that may be useful for evaluation, a copy of the latest annual financial statement should be included.  
Dr. Joseph M. Cahalan  
President  
Xerox Foundation  
45 Glover Avenue/P.O. Box 4505  
Norwalk, CT 06856-4505

## Public Sector Grants



In addition to private grants, Skystone Ryan identified the possibility of public funds being available to help build the CIHC project. The following seven examples are not exhaustive but rather indicative, as public funding sources often change in short periods of time.

### 1. National Endowment for the Humanities: America's Historical and Cultural Organizations

Due Date: 8/18/10.

Website:

[http://www.neh.gov/grants/guidelines/AHCO\\_ImplementationGuidelines.html](http://www.neh.gov/grants/guidelines/AHCO_ImplementationGuidelines.html)

[http://www.neh.gov/grants/guidelines/AHCO\\_PlanningGuidelines.html](http://www.neh.gov/grants/guidelines/AHCO_PlanningGuidelines.html)

Award Size/Term: Planning grants are from \$40,000 to \$75,000 for 12 months; Implementation grants are up to \$400,000 for 18 – 36 months, except for Chairman's Special Award projects (\$1 MM). NEH covers 50-60 percent of project costs.

Eligibility: 501(c)(3), government entities.

Activities: Planning Grants. These can include the identification and refinement of the project's main humanities ideas and questions, consultation with scholars in order to strengthen the humanities content, preliminary audience evaluation, preliminary design of the proposed interpretive formats, beta testing of digital formats, development of complementary programming, research at archives or sites whose resources might be used, or the drafting of interpretive materials.

Implementation Grants. Applicants must submit a full walkthrough for an exhibition, or a prototype or storyboard for a digital project that demonstrates a solid command of the humanities ideas and scholarship that relate to the subject. Applicants for implementation grants should have already done most of the planning for their projects, including the identification of the key humanities themes, relevant scholarship, and program formats. For exhibitions, implementation grants can support the final stages of design development, but these grants are primarily intended for installation. Applicants are not required to obtain a planning grant before applying for an implementation grant. Applicants may not, however, submit multiple applications for the same project at the same deadline.

Contact: Applicants are encouraged to contact program officers, who can answer questions about the review process, supply samples of funded applications, and review preliminary drafts. NEH recommends that drafts be submitted at least six weeks before the deadline, so that staff will have adequate time to respond. Staff comments are not part of the formal review process and have no bearing on the final outcome of the proposal, but previous



applicants have found them helpful in strengthening their applications. Drafts should **not** be submitted via Grants.gov, but should instead be sent as attachments to [publicpgms@neh.gov](mailto:publicpgms@neh.gov).

## 2. California Cultural and Historical Endowment, Round 4.

Due Date: Past (February 2010)  
Website: <http://www.library.ca.gov/grants/cche/letterandlinks.html>  
Award Size/Term: \$100,000 to \$500,000, but contingent on the ability of the State to sell bonds! 60 percent match required.  
Eligibility: <http://www.library.ca.gov/grants/cche/docs/AppendixSix-EligibleApplicants.pdf>  
Activities: Applicants will describe the historical thread of their project and explain how it is important to California's many, uniquely identifiable cultures and histories. This narrative should include specific subject matter data represented in the project, such as:

- A particular era in California history;
- A significant event;
- A specific geographic era;
- A particular ethnic community; or
- An individual who has made a contribution to the State

See most recent application:  
<http://www.library.ca.gov/grants/cche/docs/CCHERound4RFA-1.14.2010.pdf>  
Contact: [endowment@library.ca.gov](mailto:endowment@library.ca.gov)

## 3. US Dept. of HHS Administration for Native Americans, Social and Economic Development Strategies (SEDS) for Native Americans

Due Date: Past (4/9/10)  
Website: <http://www.acf.hhs.gov/programs/ana/>  
Award Size/Term: \$150,000 – 300,000, SEDS; \$50,000 – 149,999, SEDS Special Initiative;  
Eligibility: See grants.gov announcements:

1. SEDS  
<http://www.grants.gov/search/search.do;jsessionid=v21SLWhRr1q1pNVQpGQDvv2PzKXxrLKJLHQsnfdxPYYCnJTGN4xj!-1947236237?oppId=52454&mode=VIEW>
2. SEDS Special Initiative  
<http://www.grants.gov/search/search.do;jsessionid=v21SLWhRr1q1pNVQpGQDvv2PzKXxrLKJLHQsnfdxPYYCnJTGN4xj!-1947236237?oppId=52455&mode=VIEW>

  
Activities: Promote economic and social self-sufficiency.  
Contact: Caroline Gary





U.S. Department of Health and Human Services Administration  
for Children and Families Administration for Native Americans  
Aerospace Center - 370 L'Enfant Promenade, SW. 2nd Floor -  
West Washington, DC 20447 Phone: (877) 922-9262 Fax: (202)  
690-7441 Email: [ana@acf.hhs.gov](mailto:ana@acf.hhs.gov)  
URL: <http://www.acf.hhs.gov/programs/ana/>

#### **4. California Tribal TANF Program, California Dept. of Social Services**

Website: <http://tribaltanf.cdss.ca.gov/Default.htm>

Activities: **Q1:** Are all Indian tribes eligible to operate a Tribal TANF program? **A1:** No. Only Federally recognized Indian tribes are eligible to submit Tribal Family Assistance Plans and to operate Tribal TANF programs.  
**Q2:** May Tribal Family Assistance Grants be used for economic development and job creation? **A2:** Yes. Tribal Family Assistance Grant funds may be used for economic development and job creation provided that such expenditures are consistent with section 401 (a) of the Act. **(from Tribal TANF Q & A:**  
[http://www.acf.hhs.gov/programs/ofa/dts/resources/tribal\\_qa.html#uot](http://www.acf.hhs.gov/programs/ofa/dts/resources/tribal_qa.html#uot) )

Contact: Sacramento County Social Services: it's not clear whether the Department of Human Assistance or the Department of Health & Human Services administers California Tribal TANF. Here are the links for both:

<http://dhaweb.saccounty.net/index.htm> (DHA)

<http://www.sacdhhs.com/> (DHHS)

State program contact: [tribaltanf@dss.ca.gov](mailto:tribaltanf@dss.ca.gov)

#### **5. City of Sacramento, Economic Development Department.**

This department has plans for "Priority Areas," "Redevelopment Areas," etc. Contact should be made with Department officials regarding this project description and possible funding.

Contact page:

<http://www.cityofsacramento.org/econdev/forms/contact/index.cfm>

Opportunity areas : <http://www.cityofsacramento.org/econdev/opportunity-areas/>



## **6. Sacramento County Department of Economic Development**

Contact page: <http://www.economic.saccounty.net/ContactUs/default.htm>

Nothing applicable at the time of this research from this source but that situation changes without notice and this office has good ties to this project.

## **7. Institute of Museum and Library Services**

The Institute of Museum and Library Services is a primary source of funding for projects like CIHC. In the appendix to this report as Attachment 2 is a detailed listing of potential funding agencies through the Institute.



### SECTION 3. CORPORATE GRANTS RESEARCH

There was very little access to corporate sponsors and donors offered in the interviews with the current CIHC board. The following are summaries of the companies mentioned as important, namely the casino tribes, IGT Corporation and Bank of America.

#### 1. Gaming Tribes, United States – California

The following list of tribal gaming operations in California is a prospect list of potential donors for this project. Individual or group meetings with each group of tribal decision-makers related to these casinos are needed to help develop interest in the project

Agua Caliente Casino Resort and Spa, Rancho Mirage  
Alturas Rancheria Yreka Planned Shasta Mountain Casino, Yreka  
Augustine Casino, Coachella  
Barona Valley Ranch Resort and Casino, Lakeside  
Bear River Casino, Loleta  
Black Bart Casino, Willits  
Black Oak Casino, Tuolumne  
Blue Lake Casino, Blue Lake  
Buena Vista Rancheria of Me-Wuk Indians Amador County Planned Buena Vista Casino, lone  
Cache Creek Casino Resort, Brooks  
Cahuilla Casino, Anza  
Casino Morongo, Cabazon  
Casino Pauma, Pauma Valley  
Cher-Ae Heights Casino, Trinidad  
Chicken Ranch Bingo & Casino, Jamestown  
Chukchansi Gold Resort and Casino, Coarsegold  
Chumash Casino Resort, Santa Ynez  
Cloverdale Rancheria Band of Porno Cloverdale  
Indians Planned, Cloverdale Colusa Casino Resort, Colusa Coyote Valley Shodakai Casino, Redwood Valley Desert Rose Casino, Alturas Diamond Mountain Casino, Susanville Eagle Mountain Casino, Porterville Elk Valley Casino, Crescent City Fantasy Springs Resort Casino, Indio Feather Falls Casino, Oroville Federated Indians of Graton Rancheria Rohnert Park  
Planned, Rohnert Park Gold Country Casino & Hotel, Oroville Golden Acorn Casino, Campo Harrahs Rincon Casino and Resort, Valley Center Havasu Landing Resort & Casino, Havasu Lake Hopland Band of Porno Indians Cloverdale Planned,  
Cloverdale Hopland Sho-Ka-Wah Casino, Hopland Jackson Rancheria Casino & Hotel, Jackson Jamul Indian Village Jamul Planned, Jamul Konocti Vista Casino, Resort and Marina, Lakeport La Posta Casino, Boulevard Lucky 7 Casino, Smith River Lucky Bear Casino, Hoopa Mechoopda Indians of the Chico Rancheria Butte County Planned, Chico Mono Wind Casino, Auberry Morongo Casino, Resort & Spa, Cabazon Morongo Travel Center, Cabazon Paiute Palace Casino, Bishop Pala Casino Resort and Spa, Pala Paradise Casino California, Winterhaven Pechanga Resort & Casino, Temecula Pit River Casino, Burney Red Earth Casino, Salton City Red Fox



Casino, Laytonville Red Hawk Casino, Placerville River Rock Casino, Geyserville Robinson Rancheria Resort & Casino, Nice Rolling Hills Casino, Coming San Manuel Indian Bingo & Casino, Highland San Pablo Lytton Casino, San Pablo Santa Ysabel Casino, Santa Ysabel Scotts Valley Porno Tribe North Richmond Planned, North Richmond Soboba Casino, San Jacinto Spa Resort Casino, Palm Springs Spotlight 29 Casino, Coachella Sycuan Casino & Resort, El Cajon Table Mountain Casino & Bingo, Friant Tachi Palace Hotel and Casino, Lemoore Thunder Valley Casino, Lincoln Twenty Nine Palms Band of Mission Indians Twentynine Palms planned Nflwfl Casino Resort & RV Park, Twentynine Palms Twin Pine Casino, Middletown Valley View Casino, Valley Center Viejas Band of Kumeyaay Indians Alpine Planned, Alpine Viejas Casino, Alpine Win-River Casino, Redding Yurok Tribe Klamath Planned, Klamath

## **2. Red Nation Celebration – American Indian Heritage Month Sponsors**

Media Sponsors

Sponsors

Community Friends

## **3. International Game Technology (IGT) Corporation**

IGT is a vendor for the gaming industry and was suggested as a potential contributor by interviewees in this study. It is among an industry of similar firms to be developed as potential supporters.

### **IGT Corporate Contributions**

#### **Philosophy**

**IGT is committed to having a significant and positive impact on the communities in which the Company operates. As a world leader in the gaming industry, IGT is highly visible and is approached by many worthy causes. Through its Contributions Committee, IGT provides funding to organizations that benefit our communities, our employees and our business partners.**

**IGT supports non-profit, tax-exempt, 501 (c)(3) organizations in communities where we do business.**

#### **Categories of Support**

- **Children and Family** - Support of programs and/or organizations which provide assistance, support prevention and/or intervention, and which empower young people to achieve personal development
- **Civic** - Community service organizations, programs and activities that benefit a broad range of citizens and civic improvement interests
- **Arts and Multi-Cultural** - Activities which broaden public exposure to the arts and multicultural events and ideas
- **Health and Wellness** - Provide financial assistance to support programs that address unmet needs by human services agencies
- **Education** - Support of higher education institutions, educational development, and economic and business education programs



## Limitations

**IGT makes every effort to direct contributions where they can have the greatest and most lasting impact. Generally, IGT does not contribute to the following:**

- **Churches, Synagogues, or Religious Groups -Unless to an auxiliary doing charitable or educational work where religious group membership is not a requirement**
- **Individuals**
- **Advertising - Requests to place advertising in**
- **Political Parties, Organizations or Individuals**
- **Other Foundations**

## 4. Bank of America

Bank of America is the bank with which some of the casino tribes do their banking business. As such it may be approachable for not only a donation but also a sponsorship or named room in the new facility. The following are the general criteria for application. While this project does not fall directly into the areas of interest for the Bank the providing of tribal art collections to the new museum may be eligible for grant support.

### Our Philosophy

At Bank of America, we are committed to creating meaningful change in the communities we serve through our philanthropic efforts, associate volunteerism, community development activities and investing, support of arts and culture programming and environmental initiatives.

### Grant Programs

We are building strong, healthy neighborhoods where all of us can live, work and dream by investing in innovative programs designed to serve local community needs.

Working in partnership with community leaders, Bank of America's local market leadership directs the majority of our giving through [local grants](#) that address pressing social, economic, and cultural needs of communities across our [global footprint](#). In addition, we partner with [national organizations](#) such as the United Way of America and Habitat for Humanity International to direct resources to local communities. Through our signature philanthropic program, the [Neighborhood Excellence Initiative®](#), we enhance nonprofits' ability to serve more individuals and families in need and develop nonprofit visionaries, local heroes, and students as our community leaders of today and tomorrow.

### Associate Commitment

At Bank of America, we are proud to support our associates who give their time, energy and financial resources to create better neighborhoods in the many communities we serve. Through generous [Matching Gifts](#) and [Volunteer Grants](#) programs, we encourage associates to direct charitable giving from the bank to organizations they support financially or through volunteerism. Each year, our volunteers donate more than 900,000 hours to help meet critical community needs across our global footprint.

### Philanthropic Management

The Philanthropic Management group at Bank of America delivers expertise and a comprehensive suite of investment and charitable management services to help individuals and institutions build and sustain their missions. Philanthropic Management also provides discretionary grantmaking services for numerous foundations for which it serves as Trustee. [Learn More>](#)



## **SECTION 4. FUNDRAISING ASSESSMENT**

This project will rely on two key sources of funds for construction: public funds from State and Federal government programs, and support from the casino tribes of California. All other sources, including private grants, individual donations and corporate sponsorships will ‘fill in’ the gaps in funding and add points of excellence to the project. However, if major public and casino funds are not present, there are no other sources that appear to have the ability or interest to replace them at the levels needed.

The California Department of Parks and Recreation and the Institute of Museum and Library Services are two strong prospects for public assistance for this project at this time. The State of California currently is undergoing a challenging time in terms of having sufficient funds to meet its overall budget. Therefore, any funds that are currently available from Parks should be secured and committed as soon as possible to avoid being usurped for other purposes. During this study it appeared possible for the State to consider providing approximately 30 percent of the fundraising goal. However, that amount will be subject to rapid change in this economy.

While it may be possible for the entire \$40 million proposed cost to be raised, based on information available to us at this time it is our view that this goal may be somewhat more ambitious than is feasible in one concentrated fundraising effort. Based on the information and opinions available to the Skystone Ryan team through the Department of Parks and the CHIC Board there is simply no direct indication that the major donations needed to reach a \$40 million goal would be available.

As an alternative to further consideration of the proposed new Center, we note that it would be less costly and therefore may be more realistic to expand the current Indian Museum operated by the Parks Department in Sacramento. However, there is sufficient reason to also conclude that if the casino tribes can be convinced that there is value to the project and they become engaged in making it a success it is far more likely that the proposed goal can be reached.

We note that the State has made some major adjustments to address its budget challenges and the budget for Parks is stabilizing. There is a major voter initiative scheduled for the October ballot that could make Parks all the more stable on a long term basis. Those adjustments could make it increasingly possible for Parks to play a major role in underwriting an important part of the CIHC project.

To further assess the project’s overall fundraising potential it will be important for the firm to arrange a series of individual and group meetings with each group of tribal decision-makers who are related to the casinos. These meetings will allow us to assess their current and possible future interest in the project.

If no other information is gathered to modify the current findings, it is recommended that the CHIC project be re-designed to be built in two or more phases, with initial attention on raising the amount needed to begin the Center, and with the expectation that further development of the Center can be supported by future fundraising efforts that build on



the initial success of the enterprise. If the casino tribes can be brought more effectively into the project and new information added as a result, this strategy may be modified.

The majority of the casino tribes and elders are said to be very hesitant to support this project at this time. According to the interviewees those tribal leaders have not seen yet what advantage the proposed Center provides for them. In many cases the project has simply not been presented to those tribes by a trusted and influential liaison, so the real level of potential support is unknown. However, according to interviewees it also is possible for the casino tribes, at minimum, to match the State's investment and possibly exceed it. One suggested start-up strategy is to have non-Indian donors start the campaign so the tribes are inspired to react rather than lead with giving. If the campaign were to be carried out now with no change in how casino tribes view CIHC, the campaign would most likely fail to attract any substantial support.

The project itself must be refined further to meet tribal and other donor expectations. Example refinements include recruiting an influential and business oriented board to solicit funds and support the management of the Center.

As is mentioned often by interviewees, it is critical that the Heritage Center board be further developed and enlarged to embrace a number of interests that are not yet actively engaged. Every successful organization of this type counts an active, engaged, well-connected board as a central component of its operations. Building such a board is a vital next step in moving the project forward, and should begin in earnest as soon as possible. We would be pleased to assist you with this exercise if requested to do so.

In general there are select grants for which this project can apply. Federal grants for museums and libraries should be an initial focus to pursue. One suggested strategy for requesting grants is from private foundations in California and have specific target geographic areas where they concentrate their giving. While their guidelines may not include funding a new museum, they may consider funding for local tribal partners to apply for grants to foster awareness of their culture and use the funds to make a place for that history in the new Heritage Center. There are no assurances that foundations will select this project when awarding grants. Therefore, it is probable that the project will attract some foundation support but until specific connections are shown to exist with this project, it is recommended the funding expectations regarding foundations be kept to a minimum, for example: 5 -10 percent of the project cost.

Using the Center for more than a museum will be a key factor in raising funds. Ideas such as including an office for the creation of new Indian enterprise, and business training, finance and technical assistance like the National Center for American Indian Enterprise Center did in conjunction with the Pueblo Cultural Center in Arizona, might generate added funding interest. A similar financially attractive 'dual use' was central to raising funds to restore the Leland Stanford State Historic Park in Sacramento. Combining protocol activities with an historic educational tour venue drew the level of support the park alone could not attract. A similar 'extra value' approach was key to the success of the United Indian Health Center in Arcadia, where several tribes worked together to combine traditional tribal medical methods with contemporary medicine in a unique facility that received strong funding from inside and outside the tribal communities.



## **LIST OF INTERVIEWEES**

*Note: Many of these interviews were conducted jointly with Museum Management Consultants, Inc., some were conducted independently and some provided extraction data from MMC interviews that included fundraising questions.*

Joseph Arthur, Director, California Indian License Plate Initiative

Bruce Bernstein, Executive Director, Southwestern Association for Indian Arts, Past CIHC consultant

Ruth Coleman, Director, California Department of Parks, CIHC Task Force Member

Lee Davis, Assistant Director, National Museum of the American Indian, Past CIHC Consultant, CIHC Core Advisory Group Member

Reno Franklin, Tribal Council Member & Tribal Preservation Officer, Kashia Band of Pomo Indians, CIHC Foundation Member

Reba Fuller, Tribal Council Governance Affairs Specialist, Tuolumne Band of Me-Wuk Indians, CIHC Task Force Member, CIHC Foundation Chief Financial Officer

Cristina Gonzoles, Assistant Museum Director/Registrar, Table Mountain Rancheria; CHIC Advisory Group Member; CIHC Core Advisory Group Member

John Gray, Executive Director of the Autry Southwest Museum

Kevin Gover, Executive Director, Smithsonian National Museum of the American Indian

Susan Hildreth, Former California State Librarian, former CIHC Task Force Member

Frank LaPena, Professor Emeritus, Native American Studies, California State University of Sacramento; Artist; CIHC Advisory Group Member; CIHC Core Advisory Group Member

Michelle LaPena, Attorney, LaPena Law Corporation

Peter Lawsen, CIHC Project Assistant, CHIC Project Team

Ileana Maestas, Museum Curator I, California State Indian Museum; CIHC Project Team

Bill Mungary, Department Head-Community, Housing & Economic Development (Retired), Kern County; Native American Heritage Commission Commissioner; CIHC Task Force Member; CIHC Foundation Secretary

Larry Myers, Executive Secretary (Retired), Native American Heritage Commission; CIHC Task Force Chair, CIHC Foundation Chairperson/Chief Executive Officer

Maureen Pascoe, Capital Improvement Manager, City of West Sacramento

David Quintana, Political Consultant; CIHC Task Force Member, CIHC Foundation Board Member

Dan Ramos, Vice President, RAMCO Enterprises; CIHC Foundation Board Member





John Ross, President and CEO, Alaskan Native Heritage Center Museum

Dave Shpak, Park Development Manager, City of West Sacramento

Adriane Tafoya, Collections Manager, Jordan Schnitzer Museum of Art, University of Oregon; Former CHIC Core Advisory Group Member

Cathy Taylor, District Superintendent, Capital District State Museums and Historic Parks; CHIC Project Team

Gena Timberman, Executive Director, Native American Cultural & Educational Authority

Cliff Tafzer, Costo Professor of American Indian Affairs, University of California at Riverside; Native American Heritage Commission Commissioner; CIHC Core Advisory Group Member; CIHC Foundation Board Member

Brian Wallace, Former Head of State and CEO of the Washoe Tribe in California and Nevada, active political advisor and internationally recognized leader

Rob Wood, Associate Park & Recreation Specialist, State Indian Museum; California Indian Heritage Center Project Coordinator; CIHC Project Team



Potential Funding Agencies through Institute of Museum and Library Services



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## Grant Applicants

### Available Grants - by Institution Type

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[Eligibility Criteria](#)

[Sample Applications](#)

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### [Sample Applications](#)

Examples of successful applications from previous years

### [Outcome Based Evaluation](#)

Introduction to and resources for successful program evaluation

### [Shaping Outcomes](#)

An IMLS-funded online course on outcomes-based planning and evaluation, which will help participants improve program

Application Deadlines are the dates by which applications must be either postmarked or submitted online. These deadline dates remain the same from year to year. Should a deadline fall on a Saturday, Sunday, or federal holiday in a given year, the deadline is extended to the next day that is not a Saturday, Sunday or federal holiday.

### Archives

Program Name	Application Deadline
--------------	----------------------

**Coming Up Taller**

January 30

**Project Types:** Community Engagement, Informal Learning, Partnerships, Public Programs  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

**Connecting to Collections: Statewide Implementation Grants**

December 15

**Project Types:** Conservation  
**Institutions:** Archives, Historical Society, Library, Museum, Regional Organization, State Library Administrative Agency

**Laura Bush 21st Century Librarian Program**

December 15

**Project Types:** Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

**National Medal for Museum and Library Service**

February 15

**Project Types:** Awards  
**Institutions:** Archives, Historical Society, Library, Museum

**National Leadership Grants**

February 1

**Project Types:** Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government,

designs and evaluations.

**Grantee Requirements**

Administration and dissemination requirements for all grantees

**Reviewer Materials**

Guidelines and handbooks used during application review

**medals**

The National Medal for Museum and Library Service is our nation's highest honor for the community service provided by these institutions.

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Public or Private Non-profit Institutions of Higher Education

**Save America's Treasures**

May 21

**Project Types:** Conservation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

**Sparks! Ignition**

November 15

**Project Types:** Innovation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Federally Recognized Native American Tribe**

**Program Name**

**Application Deadline**

**21st Century Museum Professionals**

March 15

**Project Types:** Professional Development/Continuing Education

**Institutions:** Federally recognized Native American tribe, Historical Society, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State or Local Government

**Coming Up Taller**

January 30

**Project Types:** Community Engagement, Informal Learning, Partnerships, Public Programs

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

**Laura Bush 21st Century Librarian Program**

December 15

**Project Types:** Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research

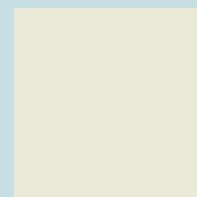
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

**National Leadership Grants**

February 1

**Project Types:** Collections Management, Community Engagement, Conservation,

Email:



[Privacy Policy](#)

Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Native American Library Services: Basic Grants**

March 1

**Project Types:** Collections Management, Community Engagement, Informal Learning, Professional Development/Continuing Education, Public Programs

**Institutions:** Federally recognized Native American tribe

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**Native American Library Services: Enhancement Grants**

May 2

**Project Types:** Collections Management, Community Engagement, Digital Collections/tools, Informal Learning, Partnerships, Professional Development/Continuing Education, Public Programs

**Institutions:** Federally recognized Native American tribe

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**Native American/Native Hawaiian Museum Services Program**

April 1

**Project Types:** Collections Management, Community Engagement, Conservation, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Public Programs, Research

**Institutions:** Federally recognized Native American tribe, Nonprofits that serve Native Hawaiians

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**Save America's Treasures**

May 21

**Project Types:** Conservation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Sparks! Ignition**

November 15

**Project Types:** Innovation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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## Historical Society

Program Name

Application Deadline

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**21st Century Museum Professionals**

March 15

**Project Types:** Professional Development/Continuing Education  
**Institutions:** Federally recognized Native American tribe, Historical Society, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State or Local Government

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**Coming Up Taller**

January 30

**Project Types:** Community Engagement, Informal Learning, Partnerships, Public Programs  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Connecting to Collections:  
Statewide Implementation Grants**

December 15

**Project Types:** Conservation  
**Institutions:** Archives, Historical Society, Library, Museum, Regional Organization, State Library Administrative Agency

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**Conservation Assessment Program**

December 1

**Project Types:** Conservation  
**Institutions:** Historical Society, Museum, State or Local Government

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**Conservation Project Support**

October 1

**Project Types:** Conservation, Research  
**Institutions:** Historical Society, Museum, State or Local Government

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**Laura Bush 21st Century Librarian Program**

December 15

**Project Types:** Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Museum Assessment Program**

TBD

**Project Types:** Collections Management, Community Engagement, Public Programs  
**Institutions:** Historical Society, Museum

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**Museums for America**

November 1

**Project Types:** Collections Management, Community Engagement, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Public Programs, Research,  
**Institutions:** Historical Society, Museum,

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**Museum Grants for African American History and Culture**

January 18

**Project Types:** Professional Development/Continuing Education  
**Institutions:** Historical Society, Museum, Professional Association, State or Local Institution of Higher Learning

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**National Medal for Museum and Library Service**

February 15

**Project Types:** n/a  
**Institutions:** Archives, Historical Society, Library, Museum

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**National Leadership Grants**

February 1

**Project Types:** Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Save America's Treasures**

May 21

**Project Types:** Conservation  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Sparks! Ignition**

November 15

**Project Types:** Innovation  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Library**

**Program Name**

**Application Deadline**

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**Coming Up Taller**

January 30

**Project Types:** Community Engagement, Informal Learning, Partnerships, Public Programs  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Connecting to Collections:**

December 15

**Statewide Implementation Grants**

**Project Types:** Conservation

**Institutions:** Archives, Historical Society, Library, Museum, Regional Organization, State Library Administrative Agency

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**Laura Bush 21st Century Librarian Program**

December 15

**Project Types:** Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**National Medal for Museum and Library Service**

February 15

**Project Types:** n/a

**Institutions:** Archives, Historical Society, Library, Museum

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**National Leadership Grants**

February 1

**Project Types:** Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Save America's Treasures**

May 21

**Project Types:** Conservation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Sparks! Ignition**

November 15

**Project Types:** Innovation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Museum**



Program Name	Application Deadline
<p><b><u>21st Century Museum Professionals</u></b>  <b>Project Types:</b> Professional Development/Continuing Education  <b>Institutions:</b> Federally recognized Native American tribe, Historical Society, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State or Local Government</p>	March 15
<p><b><u>Coming Up Taller</u></b>  <b>Project Types:</b> Community Engagement, Informal Learning, Partnerships, Public Programs  <b>Institutions:</b> Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education</p>	January 30
<p><b><u>Connecting to Collections: Statewide Implementation Grants</u></b>  <b>Project Types:</b> Conservation  <b>Institutions:</b> Archives, Historical Society, Library, Museum, Regional Organization, State Library Administrative Agency</p>	December 15
<p><b><u>Conservation Assessment Program</u></b>  <b>Project Types:</b> Conservation  <b>Institutions:</b> Historical Society, Museum, State or Local Government</p>	December 1
<p><b><u>Conservation Project Support</u></b>  <b>Project Types:</b> Conservation, Research  <b>Institutions:</b> Historical Society, Museum, State or Local Government</p>	October 1
<p><b><u>Laura Bush 21st Century Librarian Program</u></b>  <b>Project Types:</b> Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research  <b>Institutions:</b> Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education</p>	December 15
<p><b><u>Museum Assessment Program</u></b>  <b>Project Types:</b> Collections Management, Community Engagement, Public Programs  <b>Institutions:</b> Historical Society, Museum</p>	TBD
<p><b><u>Museums for America</u></b>  <b>Project Types:</b> Collections Management, Community Engagement, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Professional</p>	November 1

Development/Continuing Education, Public Programs, Research,

**Institutions:** Historical Society, Museum,

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**Museum Grants for African American History and Culture**

January 18

**Project Types:** Professional Development/Continuing Education

**Institutions:** Historical Society, Museum, Professional Association, State or Local Institution of Higher Learning

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**National Medal for Museum and Library Service**

February 15

**Project Types:** n/a

**Institutions:** Archives, Historical Society, Library, Museum

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**National Leadership Grants**

February 1

**Project Types:** Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Native American/Native Hawaiian Museum Services Program**

April 1

**Project Types:** Collections Management, Community Engagement, Conservation, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Public Programs, Research

**Institutions:** Federally recognized Native American tribe, Nonprofits that serve Native Hawaiians

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**Save America's Treasures**

May 21

**Project Types:** Conservation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Sparks! Ignition**

November 15

**Project Types:** Innovation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Nonprofits that serve Native Hawaiians**

<b>Program Name</b>	<b>Application Deadline</b>
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<b><u>21st Century Museum Professionals</u></b>	March 15
<b>Project Types:</b> Professional Development/Continuing Education	
<b>Institutions:</b> Federally recognized Native American tribe, Historical Society, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State or Local Government	

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<b><u>Coming Up Taller</u></b>	January 30
<b>Project Types:</b> Community Engagement, Informal Learning, Partnerships, Public Programs	
<b>Institutions:</b> Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education	

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<b><u>Laura Bush 21st Century Librarian Program</u></b>	December 15
<b>Project Types:</b> Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research	
<b>Institutions:</b> Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education	

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<b><u>National Leadership Grants</u></b>	February 1
<b>Project Types:</b> Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research	
<b>Institutions:</b> Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education	

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<b><u>Native American/Native Hawaiian Museum Services Program</u></b>	April 1
<b>Project Types:</b> Collections Management, Community Engagement, Conservation, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Public Programs, Research	
<b>Institutions:</b> Federally recognized Native American tribe, Nonprofits that serve Native Hawaiians	

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<b><u>Native Hawaiian Library Services</u></b>	May 16
<b>Project Types:</b> Collections Management, Community Engagement, Digital Collections/tools,	

Informal Learning, Partnerships, Professional Development/Continuing Education, Public Programs  
**Institutions:** Nonprofits that serve Native Hawaiians

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**Save America's Treasures**

May 21

**Project Types:** Conservation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Sparks! Ignition**

November 15

**Project Types:** Innovation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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## **Professional Association**

**Program Name**

**Application Deadline**

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**21st Century Museum Professionals**

March 15

**Project Types:** Professional Development/Continuing Education

**Institutions:** Federally recognized Native American tribe, Historical Society, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State or Local Government

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**Coming Up Taller**

January 30

**Project Types:** Community Engagement, Informal Learning, Partnerships, Public Programs

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Laura Bush 21st Century Librarian Program**

December 15

**Project Types:** Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Museum Grants for African American History**

January 18

### and Culture

**Project Types:** Professional Development/Continuing Education  
**Institutions:** Historical Society, Museum, Professional Association, State or Local Institution of Higher Learning

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### National Leadership Grants

February 1

**Project Types:** Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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### Sparks! Ignition

November 15

**Project Types:** Innovation  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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## **Regional Organization**

<b>Program Name</b>	<b>Application Deadline</b>
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### 21st Century Museum Professionals

March 15

**Project Types:** Professional Development/Continuing Education  
**Institutions:** Federally recognized Native American tribe, Historical Society, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State or Local Government

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### Coming Up Taller

January 30

**Project Types:** Community Engagement, Informal Learning, Partnerships, Public Programs  
**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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### Connecting to Collections: Statewide Implementation Grants

December 15

**Project Types:** Conservation  
**Institutions:** Archives, Historical Society, Library, Museum, Regional Organization, State Library Administrative Agency

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### Laura Bush 21st Century Librarian Program

December 15

**Project Types:** Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**National Leadership Grants**

February 1

**Project Types:** Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Sparks! Ignition**

November 15

**Project Types:** Innovation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**State Library Administrative Agency**

**Program Name**

**Application Deadline**

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**Coming Up Taller**

January 30

**Project Types:** Community Engagement, Informal Learning, Partnerships, Public Programs

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Connecting to Collections:  
Statewide Implementation Grants**

December 15

**Project Types:** Conservation

**Institutions:** Archives, Historical Society, Library, Museum, Regional Organization, State Library Administrative Agency

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**Grants to State Library Administrative  
Agencies**

April 1

**Project Types:** Population-based grants to State

Library Administrative Agencies  
**Institutions:** State Library Administrative Agency

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**Laura Bush 21st Century Librarian Program**

December 15

**Project Types:** Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**National Leadership Grants**

February 1

**Project Types:** Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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**Save America's Treasures**

May 21

**Project Types:** Conservation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

---

**Sparks! Ignition**

November 15

**Project Types:** Innovation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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## **State or Local Government**

**Program Name**

**Application Deadline**

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**21st Century Museum Professionals**

March 15

**Project Types:** Professional Development/Continuing Education

**Institutions:** Federally recognized Native American tribe, Historical Society, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State or Local Government

### Coming Up Taller

January 30

**Project Types:** Community Engagement, Informal Learning, Partnerships, Public Programs

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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### Conservation Assessment Program

December 1

**Project Types:** Conservation

**Institutions:** Historical Society, Museum, State or Local Government

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### Conservation Project Support

October 1

**Project Types:** Conservation, Research

**Institutions:** Historical Society, Museum, State or Local Government

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### Laura Bush 21st Century Librarian Program

December 15

**Project Types:** Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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### National Leadership Grants

February 1

**Project Types:** Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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### Save America's Treasures

May 21

**Project Types:** Conservation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education

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### Sparks! Ignition

November 15

**Project Types:** Innovation

**Institutions:** Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education



## Public or Private Non-profit Institutions of Higher Ed.

Program Name	Application Deadline
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<p><b><u>Coming Up Taller</u></b></p> <p><b>Project Types:</b> Community Engagement, Informal Learning, Partnerships, Public Programs</p> <p><b>Institutions:</b> Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education</p>	January 30
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<p><b><u>Laura Bush 21st Century Librarian Program</u></b></p> <p><b>Project Types:</b> Collections Management, Community Engagement, Conservation, Formal Education, Informal Learning, Partnerships, Professional Development/Continuing Education, Research</p> <p><b>Institutions:</b> Archives, Federally recognized Native American tribe, Historical Society, Library, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education</p>	December 15
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<p><b><u>Museum Grants for African American History and Culture</u></b></p> <p><b>Project Types:</b> Professional Development/Continuing Education</p> <p><b>Institutions:</b> Historical Society, Museum, Professional Association, State or Local Institution of Higher Learning</p>	January 18
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<p><b><u>National Leadership Grants</u></b></p> <p><b>Project Types:</b> Collections Management, Community Engagement, Conservation, Demonstration, Digital Collections/tools, Formal Education, Informal Learning, Partnerships, Public Programs, Research</p> <p><b>Institutions:</b> Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, Professional Association, Regional Organization, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education</p>	February 1
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<p><b><u>Save America's Treasures</u></b></p> <p><b>Project Types:</b> Conservation</p> <p><b>Institutions:</b> Archives, Federally recognized Native American tribe, Historical Society, Library, Museum, Nonprofits that serve Native Hawaiians, State Library Administrative Agency, State or Local Government, Public or Private Non-profit Institutions of Higher Education</p>	May 21
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**Appendix 3: Fundraising Assessment Report (Phase II)**  
**Submitted by Ansbach & Associates**

# **California Indian Heritage Center**

## **Fundraising Assessment Report: Phase II**

*December 2010*

**Prepared by: Ansbach & Associates**

**2012 H Street, Suite 203**

**Sacramento, CA 95811**

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# **California Indian Heritage Center**

## **Fundraising Assessment Report - Phase II**

### **Purpose of Report**

This report represents the second and final phase of research into the feasibility of raising sufficient funds to build the California Indian Heritage Center (CIHC). It is a continuation of Phase I focused specifically on evaluating the steps required to move the project into the fundraising stage and providing a strategy to guide that process.

### **Project Description**

The following is the description of the scope work and deliverables for this project phase:

#### **A. Scope of Work**

- i) Hold four additional meetings with Client (California State Parks) to evaluate the current list of interviewees and to refine second set of interviews. Note: all Board members of CIHC Foundation are included in first phase of 20-30 interview subjects and may not need to be re-interviewed.
- ii) Based upon Phase II interviews, recommend a Project Development Leadership Team for the CIHC Project which is complementary to the current Board of Directors for CIHC Foundation (CIHCF) and which will work as the project development steering committee for fundraising and project advice and counsel (certain members of the Board may also serve on the project development team).
- iii) Conduct Phase II interviews with 20 to 30 additional interviewees based upon list developed by Consultant and State Parks, recommendations from CIHC Foundation Board members, and key leaders in the political and Indian communities. Include firms representing California Indian clients, and others as defined, and review of Secretary of State donor records.

#### **B. Deliverable**

Provide an assessment report of the potential donors and supporters to the CIHC Foundation and California State Parks which clearly provides an opinion about how the CIHCF and State Parks must position themselves in order to raise funds required to complete the CIHC project in phases as defined by the project team.

## **Summary of Work Completed**

- i) Approximately four meetings were held with the client including several staff and board members who participated in the discussions.
  
- ii) A modified version of the case for the CIHC was created during the discussions with CIHC Project Team. The staff proposed and the contractor agreed that the approach to completing the CIHC and securing the necessary funding had to change in order to have any chance of success at this time. Based upon responses in Phase I, it is not a reasonable expectation to build the entire \$160 million project at one time or immediately given economic conditions, as no one can participate at the levels required for this to happen now. In addition, the Phase I research revealed that many tribal members expected in varying degrees that State Parks should provide a facility. Leaders at local tribal museums also were concerned that a new, large center in the capital city would take funding away from their programs, so there would be some resistance in those groups to the overall project if not effectively addressed. Therefore, the approach to the project had to be revised and tested. The Project Team developed ideas for solving those issues, which then were used as the basis for modifying the case statement for the project. That modified case was then used to test the new interviewee responses. That modified case summary was as follows:

### **Case Statement (revised)**

The CIHC project will be built in phases.

California State Parks is planning to proceed with Phases One and Two at the conclusion and adoption of the General Plan and acquisition of the land necessary to proceed with the project. California State Parks currently has acquired 8 acres of property contiguous to an additional 43 acres for which State Parks has an agreement with the City of West Sacramento for the development of the project. Phases One and Two consist outdoor improvements that include walking paths, amphitheater (including amphitheater) and ceremonial grounds, plus a core display facility large enough to exhibit the majority of tribal treasures (collections) currently under the care of California State Parks. These phases will also facilitate periodic special and visiting exhibits and collections from local tribes and other museums. The cost of the core facility must be kept between \$25 million and \$35 million or lower, including the cost of the outdoor improvements. California State Parks and the CIHC Foundation will seek donations to augment public bond funding for these two phases.

Phases Three and Four will add major additions to the physical plant, and will complete the vision created for CIHC over years of discussion and planning with tribal representatives. As events and programs take place at CIHC and as visitors arrive to enjoy the displays, California Indian people can determine the value of expanding the facility and the feasibility of funding these phases in the future.

During Phases One and Two, the project will expand existing programs and opportunities to provide advisory support to local tribal museums as requested. The purpose of these programs is to facilitate outreach to tribal museums, and to help them through the auspices of the CIHC to achieve their full potential for exhibit development and museum management, and increased attendance and interest.

The result of Phase One and Two will be an expanded presence (from the existing State Indian Museum now located on the ground of Sutter's Fort State Historic Park), in order to satisfy the commitment of California State Parks (the generally the State of California) to California Indian People to provide for a major presence in the Capital City of Sacramento which celebrate and honors California Indians. This approach makes the project far more likely to get started soon and addresses the major issues that have impeded its progress.

- iii) A total of 19 interviews were completed. The list of interviewees appears in Appendix A. One tribal interviewee asked to remain anonymous and is listed accordingly.

Interviewees included lobbyists working with tribes, political advisors knowledgeable about tribal issues, tribal cultural leaders related to local museums, parks representatives, representatives of government services to tribes and others with related information and experience. Other potential interviewees were identified through a review of records at the Office of the Secretary of State showing who is actively representing various tribes at the State Capitol. Each interviewee was selected and interviewed with State Parks and CIHC Foundation input and assistance. In fact, some CIHC Foundation board members assisted in revising the case statement and suggesting interview subjects.

### **Summary of Interview Findings**

Without exception, the interviewees indicated that the revised, phased plan for building the CIHC was more feasible than trying to build the whole project at this time, especially at its projected cost.

The current State budget crisis and economic conditions nationwide have reduced opportunities for private support, whether from tribes themselves or businesses that would likely support the



project in better economic times. For example, gaming revenue is down for those tribes that engage in casino operations. Therefore, input from those sources support a phasing approach with more modest up front investment reflected in Phase One and Two.

Additional comments pointed to the experience of some tribes that building facilities that were too large at first could later become a financial burden and were sometimes not necessary at all. It was suggested that growing the facility incrementally was a good approach and any future additions should be based not only on the availability of funds but also on the results of monitoring the number visitors and documenting their needs and interests.

Several interviewees pointed out that the planning for the CIHC had been done over many years and that getting something completed now would send a positive message around the state among the tribes that it was, in fact, getting underway. That action would likely spark more involvement among the tribes in not only the initial programs but also the next phases of construction.

The idea of the CIHC facilitating and providing technical assistance (exhibits, management expertise and other services) to the local tribal museums seemed to many interviewees to be a viable and valuable service. Some recommended talking with the local leaders at length initially and then on an on-going basis to make sure the assistance provided was valued.

There were several suggestions from interviewees about how they thought the CIHC from its inception should be managed, how displays should be developed, how loans of tribal artifacts should be made and what role Indians should play in staffing the new facility. Overall, the displays should be unified in theme, accurate in information, entertaining enough to attract visitors and memorable so the messages about California Indians are retained by the viewers. There is a strong desire that the displays be authentic and factual in terms of revealing the true stories of the lives of Indians in California. California Indian People should be directly involved in determining content. Many saw the Center as an important bridge of understanding with non-Indians. Loans of tribal treasures (collections) now in the care of State Parks should be made to local tribal museums on a regular basis. The majority of CIHC Foundation Board of Director seats should be California Indians.

The location of the new CIHC continued to receive on-going support. It was recommended that tribal traditions and the search for burial remains be observed in preparing the site before construction. It also was suggested that since the site was nearby but not in the core of the capital city, a clear plan needs to be developed to attract visitors to it on an on-going basis.

One recommendation was to build a conference center and 4-star hotel near the CIHC in West Sacramento. West Sacramento does not have such facilities and the cross fertilization of visitors to CIHC and the hotel and conference center would be complementary. If done as a public-private partnership with one or more tribes it also would potentially generate income to help pay

the on-going costs of maintaining the Center. It was suggested that tribes be invited to partner on that development based on their experience in the hospitality management field.

It was suggested that a discussion take place with the Bureau of Indian Affairs to see if the BIA might co-locate some of its training and event activities at the CIHC or nearby conference center, especially if a hotel and event center was part of the project. This too would help attract patrons to visit the CIHC, and would provide opportunity for tribes to host meetings at the facility. There was initial interest in this particular project expressed by one of the major gaming tribes that requested anonymity until it was more certain the opportunity would indeed be available to discuss.

Other suggestions included designing the Phase Two and Three facilities to have clear use purposes. One proposal was to design one wing like a ‘long house’ to provide open space for gatherings and displays.

There were suggestions too about how best to engage and serve local tribal museums as part of the CIHC project. In general, there was real interest in such a service. However, each tribe would have its own needs so the service should be individualized through on-going discussion with each such group.

Increased communication was also suggested as an important strategy for engaging the strongest support from tribes, now and in the future. Inviting tribal council leaders and other key representatives to major planning events during the CIHC project, as well as sending regular progress updates, was recommended. Lastly, it was suggested that the current displays in tribes at the California Museum should in some manner be tied to or coordinated with the displays of CIHC in the future. Companies like Sysco Foods, which is a food vendor serving many casinos, as well as banks, accounting and insurance firms that similarly get work from casinos, should be invited to help tribes fund the expansion phase of the project at some point.

### **Detail of Interview Findings**

**1. Question: Compared to the original plan for the California Indian Heritage, do you believe the current plan for the core facility is more financially feasible to build and operate, less feasible, or does not make a difference?**

- This new plan can work.
- This is a much better plan for getting things started.
- I like the new plan (for the Center) because it gets something going and presents an opportunity for the tribes to get involved as they come out of the current economic crisis.
- If this project is not scaled back and if the big vision project was built today, I’m not sure where the state would ever find the money to operate and maintain it.

- This new plan potentially solves that issue (of resistance from local tribal museums) and makes friends with the local directors by giving them some of the technical and display support they need.
- This new project, if it is built soon, will show (the tribes) something is really happening and more support will follow (from the tribes).
- This (new plan) is much better than any other idea.
- The smaller project works. You can build alliances with the local tribal museum managers better by helping them run their operations better and not competing for their operating money from their tribes.
- I think the state might be able to find a way to build the smaller project.

**2. Question: What in your opinion are the strengths and weaknesses of the proposed plan for the Center? How would you improve it?**

- Like any project that goes on for a long time in the planning stage, you need to do a current promotion in the Indian community(s). You should hire Indians to tell Indians about this project. You need to promote and communicate all the time about progress.
- You must do a sonic resonance survey of the Center site to see if there are burial remains before tribes will sign off on it.
- Some people would like to see the record of all the work and ideas that have gone into this project.
- Indians need to run the Center. Help Indians get the jobs at the new Center.
- We need this place for big Indian gatherings.
- There needs to be a plan for the overall story in the Center that builds understanding and compassion for Indian issues among non-Indians.
- The new Heritage Center can be an honest broker of tribal heritage by being a mainstream access point to change the hearts and minds of people who will visit the Center and who will never go to local tribal museums.
- There is a general fear that other people besides Indians will control the displays and information shown at the Center.
- The word “museum” is colonial and ‘dusty’. Only use “Center”.
- In the new displays there should be nothing artificial. Make it so the spirit soars when you enter this new place. Make it a place of living culture. Don’t just worship the past. Inspire what we will become.
- You will never please everyone in all the tribes.
- The Burke Museum in Seattle is good at involving tribes and lending artifacts to the tribes for display. The Smithsonian does that too but it is controversial.
- One issue to resolve is reparation versus access. Access to the artifacts for tribes is acceptable. Use the Smithsonian example.

- There are lots of cultural projects that sound great that no one else will attend. Make it entertaining and interesting and not just accurate.
- Remember too that just because it is authentic it is not necessarily good in terms of making a popular visitation site. Be discerning. You need good story-telling as the basis for each display and the place overall. It needs thematic unity, tone and mood.
- Do loans of artifacts owned by the state to local tribe museums.
- Many tribes will never have the ability to store and show their own heritage materials.
- The local Indian museums are “preaching to the choir” and need a place where they can reach out (with their collections and histories) to others. The new proposed Center can do that.
- Become a Smithsonian affiliate and send California tribal displays to Washington DC.
- Our tribe would want to have its own connection with the Smithsonian.
- There are some pros and cons about the Smithsonian design, and here are some things to consider:
  - Visitors remember the building more than the content of the displays.
  - It is a great artifact storage and care facility.
  - Visitors can’t find the story of the American Indian. Nothing is memorable.
  - There was supposed to be an atmosphere for tribes to come and tell their stories but it did not work.
  - Some of the multi-media areas work.
  - It has a great restaurant and museum store.
  - Foreign visitors are interested in the reparations issue
- Do two or three things in the Center extremely well and that you want people to understand and remember from their visit.
- The California Museum project (on Indians) is “politically correct” but that is not enough.
- The California Museum (Secretary of State’s Building, not State Parks operation) is making a lot of people upset by the way they are being perceived as just doing the Indian display to get the money from the tribes.
- Will the standing collections dominate the Center and will rotating collections get minor placement? It is an important question when it comes to unity of the collection and visitation experience.
- There must be a central standing display and story to which the rotating displays in the ‘wings’ add interesting pieces for that moment.
- Make one of the added ‘wings’ a long-house design so it can be used for cultural events as well. Make the other proposed wing for rotating displays.
- To attract more visitors, add stories and displays dealing with topics of interest, like traditional healthcare and healing, care of the environment and others
- Get Dr. Lowell Bean involved with this project. He is well-respected by the tribes for his research.

**3. Do you believe the tribes will help to fund any part of the new Center as proposed? If so, which tribes and on what basis? Are there other partners and funds that should be considered?**

- Casino revenue is down. This is a poor time to ask them to get involved, unless it is building business and political support for the casinos.
- The economy has hit the casino industry hard.
- Get gaming tribes to support creating an endowment fund to give scholarships, internships and collection improvement support once the Heritage Center is built. Give “Heritage Learning Certificates”. Use part of the fund for non-native scholarships to increase cross-cultural understanding. The gaming tribes could keep their names on the fund.
- Partner with BIA on their event and training space needs.
- Work with the Office of Indian Energy and Economic Development in Washington to find out that companies are working with tribes and who might make good partners on helping with the new Center.
- Check into the stimulus funds for loans and grants.
- Get the casino tribes to fund the displays so Indians can make sure it tells the truth.
- I am concerned that the new additions to the core facility would, if underwritten by select gaming tribes, be used just to house their own artifacts and stories.
- The tribes should cover the cost of bringing their rotating displays to the Center. If the state has matching money it would help the smaller, less well-funded tribes to participate.
- One challenge is that the Center is in West Sacramento and may not attract crowds of visitors. The more specialized a museum is the harder it is to attract crowds. The Smithsonian is ideally placed on the Mall to get foot traffic all the time. West Sac is a bit off the beaten path.
- To attract visitors, add restaurants, a hotel, or other activities that attract people to the site. Even the casino tribes are learning that gambling may be an age-specific activity and their market may dry up a lot in the coming years. That is why they are diversifying and focusing more on resort development, mountain biking, golf, eco-tourism and other activities related to their casino investments. Likewise, an Indian museum needs an array of activities tied to it. Throngs of people will not come to see a tribal display. You have to market this site. Figure out what people need: a place to eat, a place to participate in some interesting activity, etc. You need multiple attractions. Get some real business minds on that, not the normal park display and site folks. They will run it well once it is designed. Focus on companion business development too, like alternative energy development, a conference center to foster economic development on the reservations, and the like. West Sac has no convention center or 4-star hotel. Do a high end conference center with an Indian theme. The big hotels would fight it but do it anyway.

Include an amphitheater for outdoor performances. Include a concert venue. It must generate an investment return and perhaps the gaming tribes could partner on it and run it. They can use it to promote their other facilities.

- The Indian Day Celebration that is right now held in Cal Expo may be looking for a new site. Work with the Heritage Commission that was formed under Governor Brown.
- BIA has a big meeting room but needs a hotel nearby too. At the Indian cultural center in Oklahoma there is a dance ceremony center, gift store and other amenities. The BIA training center is located there. BIA would be interested in keeping the discussion open about mutual needs as the Center plans progress. There also are non-bureau events, like the annual elders gathering held at the current California State Indian Museum that can make use of the proposed Center.
- Without this new plan the project will not work.
- Start working with the tribes now so when the economy comes back the plans and opportunities are mapped out to take action on the bigger project 'wings'.
- This can be a sexy destination point and if it is carried out that way sponsors will want to get involved.
- Some casino and tribal vendors will give if they are asked by the tribes specifically. Ask the Department of the Interior who those companies are exactly.
- The tribes should approach their casino vendors, like Sysco Foods, as well as their major banking and insurance partners, to participate.

## **Recommendations**

### **A. CIHC Leadership Team(s)**

While the goal of California State Parks and the CIHC Foundation is to identify one volunteer team that can help move the CIHC project forward effectively through a funding drive, it became apparent in this research that perhaps up to four committees are needed for that purpose, or a single group possessing all four key types of influence and expertise.

While some of the skills required in the funding phase of the CIHC project are represented on the current board, some are not. That is normal in these types of projects. The current Board should celebrate having completed the overall vision and fundamental plan for the CIHC and allow those members who are not involved in the next phase to enjoy a diminished requirement for attending meetings. They all, however, should be kept informed of progress and brought together at minimum for the required annual meeting.

At this juncture, it is important to use the applicable skills of the current board and to reach outside the Board to recruit the additional talents and connections needed. Those new recruits need not be brought in as board members but rather as members of

temporary committees empowered by the Board to carry out specific tasks. It is also a way for the organization and the new recruits to evaluate each other. Many people prefer not to serve on boards but are willing to serve on short-term committees. Such committees are good tools for not only completing the short-term tasks but also for identifying potential board members for future recruitment.

The following committees are recommended for moving the CIHC project through its funding phases:

i) The CIHC Phases One & Two Funding Committee

The first two phases of the CIHC construction project are to be done with state funding and/or funds available to the state, as well as private funds through grants or business investments. A committee with strong political connections and experience is needed to help the Project Team move the state process ahead in that regard. The recommended size is 10-15 members. The criteria for membership can include: state level political experience (such as lobbyists, executive staffers, consultants, and former elected officials), major donors to either main political party, corporate leaders, leaders of related statewide organizations (such as Indian Gaming) and others of similar value.

ii) The CIHC Phases Three & Four Funding Committee

The third and fourth phases of the CIHC funding project are to be done primarily with private funds that must come mainly from and through the tribes, as well as their various business partners and vendors. It is likely such funding will only come after a few years of the CIHC operating in its start-up facilities and demonstrating its value. Therefore, the committee to manage this part of the funding drive will not form until it is needed. The recommended size is 15-20 members, or more if needed. The criteria for membership can include: representation of and/or access to the leadership of the top ten casino tribes in the state, tribal lobbyists, major casino vendors, and tribal business representatives.

iii) The CIHC Public/Private Partnership Committee

The phase of the CIHC project that can be done concurrently with Phases One or Two is the commercial development of part of the CIHC site through public/private partnerships focused at least initially on hotel and conference center construction and operation. That aspect of the project can have a potentially significant impact on the long-term funding for the operation of the CIHC and the funding of Phase Two construction. Recommended size is 6-10 members. The criteria for membership on this committee includes experience in public/private partnerships, business

management, real estate development and investment, hotel and conference center development, construction and management, and related skills.

iv) The CIHC Project Steering Committee

Lastly, there needs to be one small committee that takes responsibility for forming and managing the work of the others. That committee can be the executive committee of the Board, a representative of California State Parks and one member from any of the committees that are operating at any given time. Recommended size is 5-6. In addition to the Steering Committee, there should be a designated support staff person to manage the day-to-day logistics of the funding and partnership development activities.

Several names for the CIHC funding committee were suggested during the Phase One research interviews, as well as the interviews for this phase of the research project. In addition to the specific names, the interviewees suggested communicating with the tribal leaders from the top ten gaming tribes in the state, with a particular emphasis on those in Northern California closest to the project to have the tribal leader or his/her assign serve on the committee. The names of those tribes are included in Appendix B. That group of tribes can then identify others, such as major vendors, they wish to recruit to assist, as well. This is particularly applicable in Phase Two of the funding drive. In the Phase One political stage, tribal lobbyists are of particular value since they know the political system and know key funders.

The names suggested for the next group of committees, including current board members, are: (Note: while effort was made to verify name spellings and titles, the core information was provided orally and may contain misspellings or title errors)

Cindi Alvitre, Former Chairwoman, Gabrieleno-Tongva Tribal Council, CIHCF Board

Mary Ann Andreas, Tribal Chairwoman, Morongo Band of Mission Indians

Joseph Arthur, Director, California Indian License Plate Initiative

Tim Bactad, Gaming tribe representative, Viejas Band of Kumeyaay Indians, CIHCF Board

Harvey Chess, FTF Consulting

Jim Crouch, Executive Director, California Rural Indian Health Board, Inc

Howard Dickstein, Tribal lobbyist

Joseph Foreman, Attorney and tribal advisor Bay Area

Reno Franklin, Tribal Council Member & Tribal Preservation, Officer Kashia Band of Pomo Indians of the Stewarts Point Rancheria, CIHCF Board

Reba Fuller, Tribal Council Governance Affairs Specialist, Tuolumne Band of Me-Wuk Indians and CIHCF Board

Thomas Gede, Lawyer and gaming issues counsel



Jose Hermocillo, Senior Vice President, APCO Worldwide, political and communications counsel

Lee Escher, CEO, Lee Escher Oil Company

Leland Kinter, Chair, Tribal Gaming Agency, Yocha Dehe Wintun Nation

Leslie Lohse, Chairwoman, Board of Directors, California Indian Business Alliance,  
Paskenta Band of Nomlaki Indians

Mark Macarro, Tribal Chairman, Pechanga Band of Luiseño Indian

Richard Malalovich, Tribal Chairman, Agua Caliente Tribal Council

Clifford Marshall Tribal Chairman, Hoopa Valley Tribal Council

Kris Martin, United Auburn Indian Community

Robert Martin, Tribal Chairman, Morongo Band of Mission Indians

Marshall McKay, Tribal Chairman, Yocha Dehe Wintun Nation

Frank Molina, Tribal lobbyist

Josh Pane, Tribal lobbyist

Anthony Pico, Tribal Chairman, Viejas Band of Kumeyaay Indians

David Quintana, Tribal lobbyist, CIHCF Board

Dan Ramos, West Sacramento developer, CIHC Board

Phillip Ramos, Barona Band of Mission Indians

Robert Smith, Tribal Chairman Pala Band of Mission Indians

Jessica Tavares, United Auburn Indian Community

Brian Wallace, Washoe Tribe of Nevada & California

Representatives of:

CIRI Corporation (Alaska pipeline) representative

Council of Elders (all recognized tribes)

IGT company representative

Bank of America

Wells Fargo Bank

California Indian Nations Gambling Association (CNIGA)

Tribal Association of Sovereign Indian Nations

California Association of Tribal Governments

Southern California Tribal Chairman Association (SCTCA)

## **B. Positioning Project for Success**

It is recommended that the positioning of this project be done in phases tied to the steps outlined above to securing funding.

In Phase One and Two, the focus will be on getting state funds and private foundation grants to build the core facility and develop the outdoor spaces. The basic position is that the state wants to move the State Indian Museum from its current site and fulfill a commitment to California Indian People that a new facility would be developed that

would be fitting for the story of California Indians to be told in the capital city. Many individuals and tribes have been involved in the planning for the CIHC for many years with California State Parks. Funding for Phases One and Two of the project can come from bond funds, as well as funding remaining from earlier appropriations to the project. Property acquisition was already completed at the end of 2010 for 8 acres of land in West Sacramento as a starting point for the project. Any other required funds may need to come from private grants. This part of the overall project relies on having the effective political support committee described above to help California State Parks get these requests for funds through the Legislative and related state processes.

To build Phases Three and Four of the CIHC the positioning for the project should focus on the final realization of the pan-tribal vision for the CIHC to be made possible with the support of the tribes, their vendors, business partners and other friends of the project. That committee is described in the previous section.

In addition, there should be a working committee to develop the public/private partnership that would evaluate, plan, build and manage the proposed hotel, conference center complex nearby, and a funding mechanism should be identified to allow for the conference center to support the CIHC. A portion of the gross revenues from the development would go annually to help reduce the burden to operate the CIHC facility. Also, such a structure might provide financing opportunities to build all or part of Phase One or Two of the CIHC, but that concept would need to be verified based on real numbers. Models for such a project exist in other communities. Examples include dormitory construction and management partnerships that take place on some college campuses, including California State University Sacramento.

The current CIHC Foundation Board of Directors (and prior Task Force) was selected based on each member's ability to represent the interests of one or more tribes in the state and to effectively contribute to site selection and structure of the new Center. That important task is now complete. The same team will be valuable in serving as an advisory committee during the construction of the Phases One and Two.

Now it is important to transition from that initial task to one of raising the necessary funds through political support and actual solicitation of contributions and investments, as well as stewarding the use of those monies to bring the project to life.

The key element in the success of this project, both at a political/funding and private fundraising level, is having a dedicated project manager, a well-defined and managed process and a timetable that helps to ensure both steps are completed in a timely and effective manner. It is suggested that this "project manager/museum director" be a California Indian person with appropriate skills in managing a project of this nature and

with professional background in museum management to augment the existing California State Parks staff management team.

The second key element will be communications that make the tribes and other participants feel fully informed at all times throughout the project phases. The sense of engagement will improve the likelihood of support from the tribes now, and in the future. At the same time, if the project is to succeed it cannot be diverted into individual tribal interests and issues but must remain focused on achieving its goal within the timeframe provided for a reasonable campaign. It is important to maintain this critical balance throughout the funding stage of the CIHC project. The person mentioned above will be a critically important addition to the Project Team now, and would be the person leading the outreach effort.

### **Conclusion**

Overall, it appears the CIHC project can be successful by proceeding with Phase One and Two of the project now, limiting the expense of these phases to a reasonable and feasible level, and ensuring that the public-private partnership structure is in place to move forward at this time. All possible energy must be put into creating the political support needed to raise public and private funds to proceed

Tribal support in Phase Two is more likely as tribes begin to use the facility for events and help to create effective displays, as well as see that non-Indians are visiting the Center and walking away with a greater understanding of the California Indian story.

The idea of developing a public/private partnership with one or more casino tribes to build and operate a unique 4-star hotel and conference center near the CIHC site in West Sacramento, along with other related businesses, holds considerable promise for engaging tribes even more effectively and generating significant operating income each year for the CIHC.

The emphasis must now be organizing the committee structure to proceed.

**Appendix A**  
**List of Interviewees**

Anonymous, Tribal cultural representative

Tim Bactad, Gaming tribe representative, Viejas Band of Kumeyaay Indians, CIHCF Board

Lowell Bean, Ph.D., Author, Agua Caliente Cultural Museum board of directors, curator of anthropology at the Palm Springs Desert Museum

Terri Castaneda, Ph.D., Department of Anthropology, California State University, Sacramento

Lee Davis, Assistant Director, National Museum of the American Indian, Past CIHC Consultant, CIHC Core Advisory Group Member

Thomas Gede, Lawyer and gaming issues counsel

Louis Goldrich, Registrar of the San Diego Museum of Art

Jose Hermocillo, Senior Vice President, APCO Worldwide, political and communications counsel

Leland Kinter, Chair, Tribal Gaming Agency, Yocha Dehe Wintun Nation

Michelle LaPena, Attorney, LaPena Law Corporation

Malcolm Margolin, Owner, Heyday Books

Dartt Newton, University of Washington, Burke Museum of Natural History and Culture Curator  
Native American Ethnology

Josh Pane, Tribal lobbyist

David Quintana, Tribal lobbyist, CIHCF Board

Dale Risling, Bureau of Indian Affairs, Sacramento Office

Monique Sonoquie, Former CIHC Advisory Group Member

Jack Stevens, Director, Office of Indian Energy and Economic Development

Catherine Taylor, Capital District Superintendent, California State Parks

Clifford Trafzer, Author, Professor of History at the University of California, Riverside, CIHCF Board

**Appendix B**

**List of Top Gaming Tribes in California**

**Northern California**

**CACHE CREEK CASINO RESORT**

Brooks, California

**THUNDER VALLEY CASINO**

Lincoln, California

**RED HAWK CASINO**

Placerville, California

**TABLE MOUNTAIN CASINO**

Friant, California

**TACHI PALACE CASINO**

Lemoore, California

**CHUKCHANSI GOLD RESORT & CASINO**

Coursegold, California

**JACKSON RANCHERIA CASINO & HOTEL**

Jackson, California

**RIVER ROCK CASINO**

Geyserville, California

**EAGLE MOUNTAIN CASINO**

Porterville, California

**BLACK OAK CASINO**

Tuolumne, California

**Southern California**

**PECHANGA RESORT & CASINO**

Temecula, California

**SAN MANUEL INDIAN BINGO & CASINO**

Highland, California

**VIEJAS CASINO & TURF CLUB**

Alpine, California

**MORONGO CASINO RESORT & SPA**

Cabazon, California

**PALA CASINO RESORT & SPA**

Pala, California

**BARONA CASINO**

Lakeside, California

**SOBOBA CASINO**

San Jacinto, California

**SYCUAN CASINO & RESORT**

El Cajon, California

**CHUMASH CASINO RESORT**

Santa Ynez, California

**SPOTLIGHT 29 CASINO**

Coachella, California