



June 20, 2022

**TO:** CADA Board of Directors

**SUBJECT: June 24, 2022, Board Meeting  
AGENDA ITEM 9**

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF  
GENERAL SERVICES, THE STATE OF CALIFORNIA NATURAL RESOURCES  
AGENCY, AND THE CAPITOL AREA DEVELOPMENT AUTHORITY RELATED  
TO CNRA OUTDOOR TEMPORARY ART PROGRAM**

**CONTACT:** Karen Ulep, Creative Services & Marketing Manager

**RECOMMENDED ACTION:**

Staff recommends that the Board adopt a resolution authorizing the Executive Director to execute an agreement between the State of California's Department of General Services (DGS), the State of California Natural Resources Agency (CNRA) and the Capitol Area Development Authority related to CNRA Outdoor Temporary Art Program.

**BACKGROUND**

DGS has included public art as part of the New Natural Resources Headquarters building project. The CNRA plaza, located at 715 P Street, was one of six locations selected for public art. DGS assembled an art panel that selected an artist to install an artistic structure in the plaza. Unfortunately, an agreement could not be reached with the artist, and DGS and the art panel decided to pursue other options. The art panel and DGS ultimately decided that using this space for an ongoing, long-term revolving temporary art exhibit was the best path forward. DGS approached CADA staff about managing the temporary art program.

The CNRA Plaza designs and site map are included as **Attachment 1**. Project deliverables include:

- Selection of artists
- Management of art design phase
- Implementation of a minimum of three art installations per year for 4 years
- Removal of art installation after 2-4 months of exhibition
- Management of any accompanying launch events
- Public outreach and engagement

CADA will complete all elements of project delivery in accordance with CADA's processes and procedures. The estimated initial project (first of 3 installations for inaugural year) schedule is shown below.

<b>Task</b>	<b>Completion Date</b>
Artist Outreach for Preliminary Design(s)	June 2022
Review & Revise/Finalize Design	July 2022
Artist Begins Installation	August 2022

### **POLICY ISSUES**

CADA's contracts policy requires Board approval of any contracts in excess of the Executive Director's \$50,000 contract approval authority. The proposed DGS funding agreement includes a transfer of \$150,000 from Turner Construction, the Natural Resources Headquarters building general contractor, to CADA and thus requires Board approval.

### **STRATEGIC PLAN**

This action is consistent with several key CADA values articulated in the 2016 CADA Strategic Plan, including Collaboration, Community Stewardship, Building Neighborhood Amenities, and Providing Urban Development Leadership.

### **FISCAL IMPACT**

The funding agreement does not require CADA to contribute funds, but allows the flexibility for CADA's nonprofit, the Capitol Area Community Development Corporation to solicit funds to enhance or even extend the temporary art program. CADA will be reimbursed for its staff costs. A single payment of \$150,000 for the program will be made to CADA upon execution of the attached MOU.

### **ENVIRONMENTAL REVIEW-**

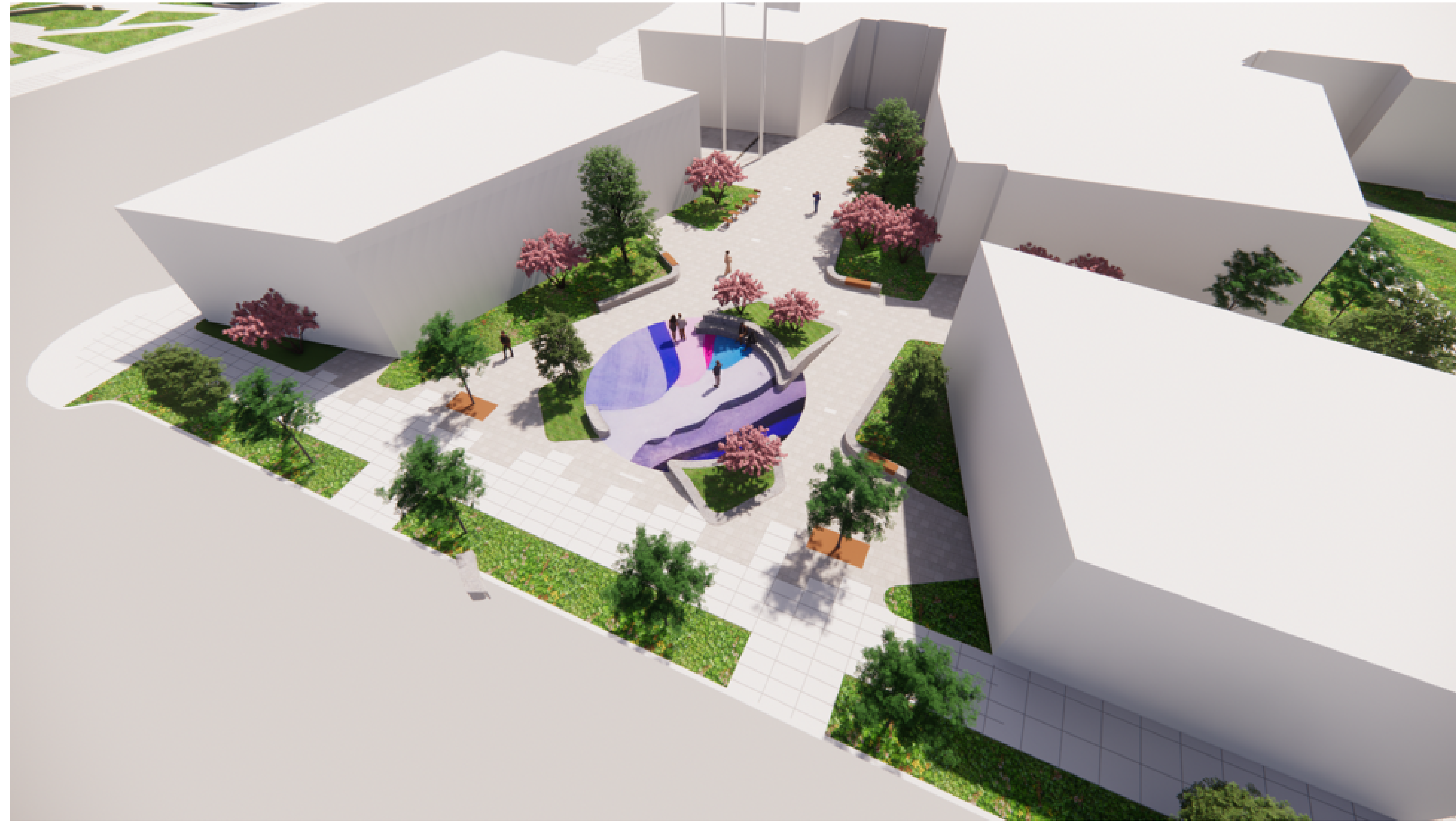
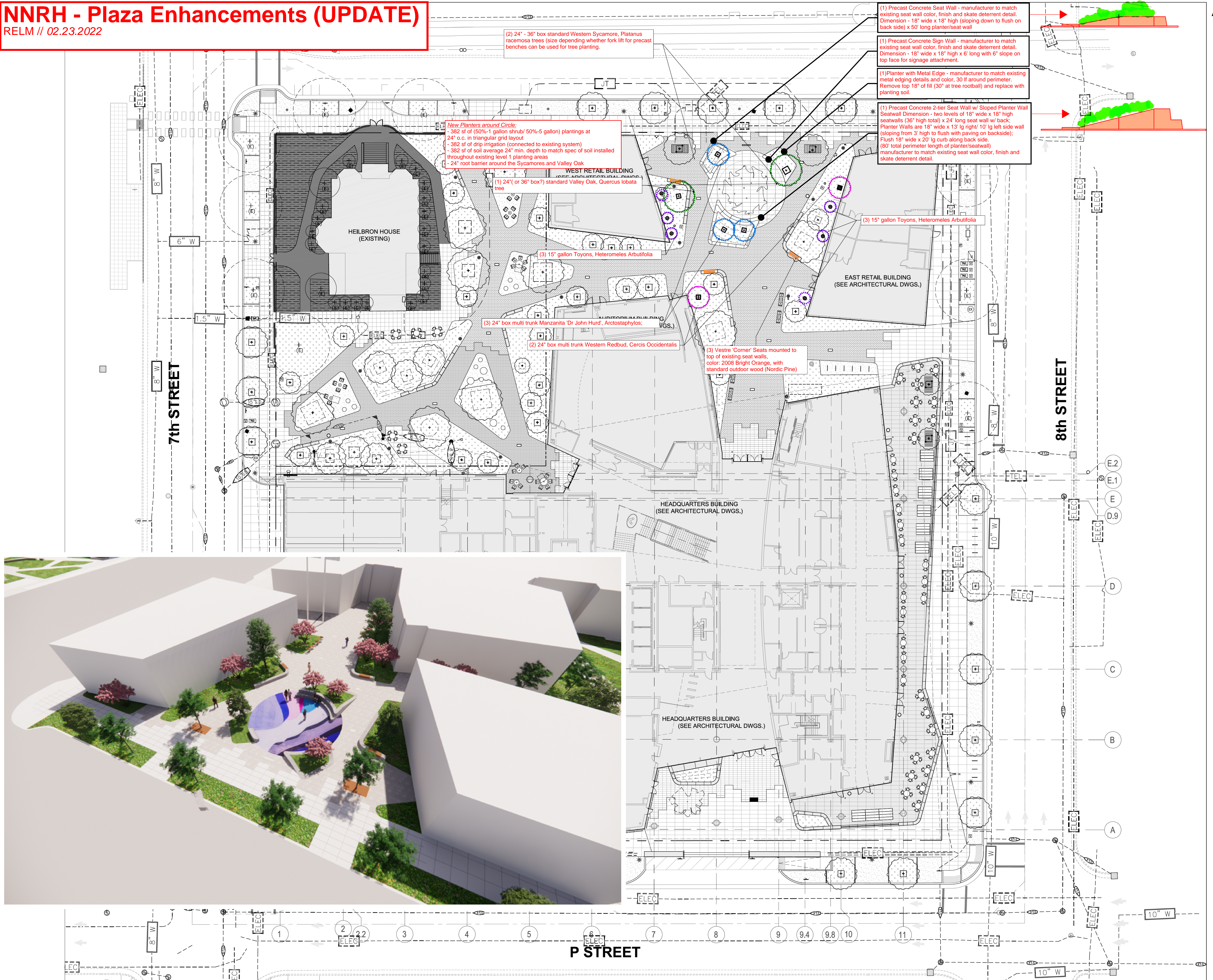
Not applicable. This is an administrative action and is not a project subject to the guidelines of the California Environmental Quality Act (CEQA).

Attachments:

1. CNRA Plaza Design and Sitemap
2. Agreement Between the State of California Department of General Services, the State of California Natural Resources Agency and the Capitol Area Development Authority Related to CNRA Outdoor Temporary Art Program.

# NNRH - Plaza Enhancements (UPDATE)

RELM // 02.23.2022



P STREET

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES, THE STATE OF  
CALIFORNIA NATURAL RESOURCES AGENCY, AND THE  
CAPITOL AREA DEVELOPMENT AUTHORITY RELATED TO  
CNRA OUTDOOR TEMPORARY ART PROGRAM**

This Agreement Between the State of California Department of General Services, the California Natural Resources Agency ("CNRA"), and the Capitol Area Development Authority Related to CNRA Outdoor Temporary Art Program ("Agreement") is made this 24th day of June, 2022 ("Effective Date") by and between the State of California Department of General Services, an executive agency of the State of California ("DGS"), the State of California Natural Resources Agency, an executive agency of the State of California ("CNRA"), and the Capitol Area Development Authority, a joint powers authority of the State of California and the City of Sacramento ("CADA"). DGS, CNRA, and CADA are collectively referred to herein as "Parties" and singularly as "Party."

**RECITALS**

WHEREAS, the State of California ("State") owns property located at 715 P Street, Sacramento, California 95814 that is generally referred to and used as the State of California Natural Resources building ("Resources"); and

WHEREAS, as part of its delegated powers, DGS is generally responsible for managing and leasing space at State properties; and

WHEREAS, Parties have mutual interests in facilitating and executing programs that enhance the community by inspiring and highlighting community preservation, environmentalism, beautification, and improvement; and

WHEREAS, Parties wish to execute a program that includes art installations and events related to those installations in the Resources Plaza that expresses the missions of Parties ("Resources Outdoor Temporary Art Program" or "Program"); and

WHEREAS, CADA has been provided one-hundred and fifty thousand dollars (\$150,000.00) for the Resources Outdoor Temporary Art Program ("Program Funding") by Turner Construction Company

WHEREAS, Parties wish to establish the terms and conditions for the Resources Outdoor Temporary Art Program to take place at the Resources Plaza.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, DGS, CNRA, and CADA hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above, as well as defined terms, are true and correct and are hereby incorporated herein as if set forth here in full.
2. Term.
  - a. This Agreement shall be effective on the Effective Date written above until the first to occur of the following:
    - i. Four (4) years from the Effective Date.

- ii. Funding is not available for any Resources Outdoor Temporary Art Program event and CADA provides written notice to DGS and CNRA of the same and intent to terminate.
    - iii. Any Party provides thirty (30) days' written notice of intent to terminate.
    - iv. A Party is in breach of any material term of this Agreement following at least ten (10) calendar days' written notice of breach and opportunity to cure from a non-breaching Party.
  - b. Parties agree that this Agreement may be extended, with no maximum amount of extensions, with mutual written consent of Parties.
- 3. Parties' Responsibilities.
  - a. DGS and CNRA shall provide CADA access to a portion of the Resources Plaza for purposes of the Resources Outdoor Temporary Art Program. Parties agree that the portion of the Resources Plaza considered by this Agreement is as shown in more detail in **EXHIBIT 1**, attached hereto and incorporated herein by reference.
  - b. DGS shall be responsible for securing, monitoring, and generally maintaining the entire Resources Plaza, including that space identified in Exhibit A. CADA shall have no right of control over the manner in which these services are to be done and shall not be charged with the responsibility of preventing risk to DGS or CNRA, or either's employees, officials, officers, contractors, subcontractors, volunteers, and other agents.
  - c. CADA shall be responsible for installing, removing, and direct maintenance of art installations made as part of the Resources Outdoor Temporary Art Program. CADA shall be responsible for all clean-up directly related to the installations.
  - d. CADA shall be responsible for organizing any extra security that CADA determines, at its sole discretion, is necessary for the Resources Outdoor Temporary Art Program, such as to protect the installations.
  - e. Parties agree that the Resources Outdoor Temporary Art Program shall incorporate multiple elements, including on-going art installations, launch events, and special feature events. CADA shall be responsible for determining the type and frequency of installations and events, with final approval from CNRA. Parties agree that there will be at least three (3) art installations per twelve (12) months that this Agreement remains effective. Parties anticipate the first element of the Resources Outdoor Temporary Art Program will be an art installation placed in August or September 2022. Depending on the nature of the installation, an installation may be for any duration. Parties further agree installations are not required to be successive; the space contemplated in this Agreement may be vacant for any period of time.
  - f. Parties agree that CADA shall not be precluded from seeking additional funding for the Resources Outdoor Temporary Art Program from any source.
  - g. CADA shall use the Program Funding exclusively for the Resources Outdoor Temporary Art Program. Parties agree that such costs shall include, but not be limited to, paying artists to draft design proposals, paying contractors to create and install art installations, advertising and marketing, event permitting and vendor costs, event and installation set-up and clean-up costs, and special security. Should any Program Funding remain at the termination of this

Agreement, CADA shall direct the unused funds to DGS or, in collaboration with DGS and CNRA, plan an additional installation or event.

- h. CADA shall be responsible for obtaining any requisite permits from the City, or any other entity, related to the Resources Outdoor Temporary Art Program.
  - i. CADA shall solicit for, identify, contract, and coordinate with contractors for the Resources Outdoor Temporary Art Program. Unless Parties agree otherwise in writing, CADA shall be responsible for all communications with contractors. Notwithstanding the foregoing, prior to executing a contract with an artist contractor for an art installation, CADA shall seek CNRA's approval, which CNRA shall not unreasonably withhold. To obtain such approval, CADA shall give notice to CNRA at address listed herein of the proposed design, duration, and description of the Program installation at least ten (10) business days prior executing the contract. CNRA shall object in writing within ten (10) business days and describing the grounds for objection, or else the proposal is deemed approved by CNRA.
  - j. Parties shall work together to design, produce, and distribute all marketing materials for the Resources Outdoor Temporary Art Program, including, but not limited to, print and electronic advertisements, notices, and images. Parties may use insignia, trademarks, and copyrighted insignia of CADA and CNRA in said marketing materials; such permission shall be expressly limited to marketing materials for the purpose of advertising the CNRA Outdoor Temporary Art Program.
4. Successors and Assigns. This Agreement is binding on Parties and may not be assigned, except with the express, written consent of all Parties.
  5. Integration. This is an integrated Agreement containing all of the consideration, understandings, promises, and covenants exchanged by Parties. This Agreement constitutes the entire agreement between Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between Parties on the same subject.
  6. Amendment. This Agreement cannot be altered, amended, or modified in any way without the express written consent of each Party hereto or their authorized successor-in-interest.
  7. Construction and Interpretation. It is agreed and acknowledged by Parties that the provisions of this Agreement have been arrived at through negotiation, and that the Parties have had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.
  8. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party in said proceedings is entitled to its costs, including reasonable attorneys' fees.
  9. Time is of Essence. Time is of the essence for this Agreement.
  10. Notice. Notices under this Agreement shall be deemed given when delivered by First Class Mail, Postage Prepaid, at the locations as follows. In addition, notice shall also be served via email, whenever possible:

**DGS:**

Department of General Services  
Attn: Jason Kenney  
Deputy Director, Real Estate  
707 3rd Street  
West Sacramento, CA 95605  
Jason.Kenney@dgs.ca.gov

**CADA:**

Capitol Area Development Authority  
Attn: Karen Ulep  
Creative Services & Marketing Manager  
1522 14<sup>th</sup> Street  
Sacramento, CA 95814  
kulep@cadanet.org

**CNRA:**

California Natural Resources Agency  
Attn: Bryan Cash  
Deputy Assn. Sec., Administration & Finance  
715 P Street 20<sup>th</sup> Floor  
Sacramento, CA 95814  
Bryan.Cash@resources.ca.gov

**Courtesy Copy:**

Kronick, Moskovitz, Tiedemann & Girard  
Attn: Jeff Mitchell  
CADA General Counsel  
1331 Garden Hwy, 2<sup>nd</sup> Floor  
Sacramento, CA 95833  
jmitchell@kmtg.com

11. Relationship of Parties. It is understood that this Agreement is by and between independent parties and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than expressly provided by this Agreement.
12. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, all remaining portions of this Agreement, or application thereof, will remain in full force and effect.
13. Counterparts. This Agreement may be executed in counterparts.
14. Warranty of Authority to Execute Agreement. Each Party to this Agreement represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.

[Signatures on following page]

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed by DGS, CNRA, and CADA on the Effective Date first written above as follows:

**STATE OF CALIFORNIA DEPARTMENT OF  
GENERAL SERVICES,**  
an executive agency of the State of California

**CAPITOL AREA DEVELOPMENT AUTHORITY,**  
a joint powers authority of the State of California  
and City of Sacramento

\_\_\_\_\_  
Jason Kenney, Deputy Director

\_\_\_\_\_  
Wendy Saunders, Director

**STATE OF CALIFORNIA NATURAL  
RESOURCES AGENCY,**  
an executive agency of the State of California

APPROVED AS TO FORM:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Jeff Mitchell, CADA General Counsel



**EXHIBIT 1**

**CNRA Plaza Space for CNRA Outdoor Temporary Art Program**

**RESOLUTION NO. 22 – 25**

Adopted by the Capitol Area Development Authority

June 24, 2022

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF CALIFORNIA'S DEPARTMENT OF GENERAL SERVICES, THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY AND THE CAPITOL AREA DEVELOPMENT AUTHORITY RELATED TO CNRA OUTDOOR TEMPORARY ART PROGRAM**

**WHEREAS**, O Street between 7<sup>th</sup> and 8<sup>th</sup> Streets is within the CADA geographic boundary; and

**WHEREAS**, the California Natural Resources Agency (CNRA) Plaza has been designated as a public art location within the new Natural Resources Headquarters Building; and

**WHEREAS**, the programming of the CNRA Plaza, located at 715 P Street, as a space for temporary art installations will benefit CADA residents and the downtown neighborhood, which is consistent with CADA's strategic plan; and

**WHEREAS**, the State (DGS & CNRA) and CADA have drafted an agreement under which CADA will accept responsibility for programming the CNRA Plaza temporary art program for a minimum of four years with three installations per year, and Board approval is needed so the Executive Director can execute the agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors that:

The Executive Director is hereby authorized to execute an agreement between the State of California's Department of General Services, the State of California Natural Resources Agency and the Capitol Area Development Authority related to the CNRA Outdoor Temporary Art Program.

---

Ann Bailey, Chair

ATTEST:

---

Tara Gandara  
Secretary to the Board of Directors