

IMAGINE SANTA CRUZ

Public Art Master Plan

Santa Cruz City Arts Commission

City of Santa Cruz, California

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Submitted by

Jerry Allen and Associates

444 Hoover Road • Soquel, CA 95073

831.465.1953 Tel • 831.465.1957 Fax

Jerry Allen, Project Director

Jack Mackie, Project Associate

Virginia Wright, Project Associate

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Executive Summary

Branciforte Creek

The designs in this document were created during the planning process by teams of local Santa Cruz residents.
For artists' names, please see the Design Team Assessment Section at the end of this document.

Executive Summary

In the summer of 1997, the Santa Cruz Arts Commission embarked on an effort to develop a Public Art Master Plan for the city. This report is the culmination of a year-long community-based planning effort in which more than 150 Santa Cruz citizens assisted the consultant team of Jerry Allen and Associates to create this public art master plan for the city. These citizens came from all sectors of the community: artists and architects, business owners, community leaders, government administrators and elected officials, as well as members of the general public. They participated through key person interviews, focus groups, task forces and design teams. The resulting plan is, in every way, the result of their thoughtful work.

The key recommendation of this plan is the proposed two percent-for-art ordinance, which will ensure that a portion of the capital budgets of most publicly funded projects, and some projects with public and private funding, will be dedicated to including art as an integral part of the underlying capital development. Should the city enact this ordinance, it will be following in the footsteps of the almost 300 American municipalities which have adopted similar art requirements. The city will also be continuing its own successful record of placing public art in Santa Cruz, an effort that stretches back more than a decade.

The following is a listing of the twenty-two recommendations that emerged from the planning process:

- Recommendation 1:** Santa Cruz should continue to provide support for public art projects by allocating a portion of the funds of most Capital Improvement Projects.
- Recommendation 2:** The current practice of allocating two percent of certain CIP projects should be codified by the adoption of a two percent-for-art ordinance.
- Recommendation 3:** Moneys generated under the public art ordinance should be transferred into a newly created, interest-bearing public art trust fund. Interest should accrue to the public art program.

- Recommendation 4:** The public art trust fund should be empowered to accept gifts, donations and grants of funds for public art purposes.
- Recommendation 5:** The public art ordinance should have broad application to the City’s CIP program. The application should apply to the construction or renovation of any building, decorative or commemorative structure, parking facility, park, highway or arterial, road beautification, bridge or pedestrian overpass, beach restoration, sidewalk, bikeway, above-grade utility or any other major capital project.
- Recommendation 6:** The provisions of the public art ordinance should be applied to Redevelopment Agency projects.
- Recommendation 7:** Up to fifteen percent of the moneys generated under the public art ordinance should be used for project support services and community participation activities. Until sufficient funds are generated by the ordinance to pay for these activities, the needed funds should be allocated from the City’s Parks and Recreation operating budget.
- Recommendation 8:** Up to ten percent of the moneys generated under the public art ordinance should be used for curatorial services and the preservation and maintenance of public artworks in the City collection. Until sufficient funds are generated by the ordinance to pay for these activities, the needed funds should be allocated from the City’s Parks and Recreation operating budget.
- Recommendation 9:** To the extent permitted by law or the requirements of grants or applicable bond resolutions, moneys appropriated under the public art ordinance should not be required to be spent on the projects that generated them. Project moneys should be able to be pooled and expended for any public art project in the City.
- Recommendation 10:** Pooled moneys in the public art trust fund should be able to be expended for artist-initiated projects on City sites, as well as for seed money for artists’ fees to initiate partnerships with public and private entities for public art and aesthetic improvements.

- Recommendation 11:** Under the public art ordinance, all City agencies shall include, in applications for outside funding for capital projects, a request for public art funds as a reimbursable expense.
- Recommendation 12:** Day-to-day oversight of the public art program should be accomplished by a Public Art Committee, which shall be appointed by City Council on recommendation of the Arts Commission.
- Recommendation 13:** The Public Art Committee should develop on an annual basis a public art projects plan for the upcoming year.
- Recommendation 14:** Opportunities for community participation in the public art program and process should be given the highest priority.
- Recommendation 15:** Provision should be made for adequate staffing of the public art program.
- Recommendation 16:** After the proposed public art program has been successfully implemented on public sector projects, the City should study the potential of extending the program to certain private sector developments.
- Recommendation 17:** Public art in private development should be encouraged by the City throughout its zoning and planning approval process.
- Recommendation 18:** The City should strongly encourage other public entities, such as the County, CalTrans, etc., which also creates new public infrastructure in Santa Cruz, to make a commitment to public art in all of their projects in Santa Cruz.
- Recommendation 19:** The two percent-for-art ordinance should be passed immediately, to go into effect thereafter, for all eligible capital projects appropriated after that date.
- Recommendation 20:** The Arts Commission and the City Council should adopt the Public Art Framework as a statement of the underlying philosophy and goals of the public art program.

- Recommendation 21:** The Arts Commission should adopt the accompanying program guidelines, policies and procedures to ensure consistent administration of the program.
- Recommendation 22:** The City should embark on an overall arts and cultural master plan for the City.
- Recommendation 23:** The Arts Commission should present a status report on the Public Art Program to City Council every two years.

Why Public Art?

It should be noted that neither the consultants nor the Steering Committee entered this planning process with the resolute assumption that a percent-for-art ordinance would be the outcome of this process. Rather, the Steering Committee conducted thoughtful debates on whether there should be a program and, if so, what form it should take. Their deliberations, coupled with the thoughts and observations of scores of other plan participants, generated the rationale that underlies the proposed public art program for Santa Cruz.

At the most basic level, a public art program in Santa Cruz will fulfill the fundamental role of a public art program: to place beautiful and interesting artwork in public places. For centuries this has been the traditional function of public art and it is one of the compelling reasons for commissioning art for Santa Cruz. No doubt the program, if adopted, will delight the citizen and visitor alike with marvelous creations. In this day, however, public art is much, much more.

Public art is an antidote to the bland and uninspiring architecture of our time. Ever since the advent of the international style in architecture, major buildings in this country have been unadorned and spare, lacking any real artistic or aesthetic elements. The great city planner Lewis Mumford described this as “skimmed milk” architecture, lacking any real substance or body. On governmental projects, this bland form of architecture has been exacerbated by the “value engineering” that major public projects invariably face, where whatever aesthetic improvements that had been planned are stripped away in order to reduce the budget of the projects. A dedicated public art program will keep these public buildings from being completely stripped of aesthetic elements.

One of the most noted roles of public art today is the creation of public spaces that work – public spaces that are attractive to the citizens and that encourage them to fully utilize the public infrastructure. Across the country, public projects that are capital infrastructure intensive are including art as a major component in

the architecture, from airports to solid waste facilities to transit systems. The planners of these facilities are not including the public art component out of some deep love of the arts. Rather they have learned that well-designed and user-friendly facilities are well-used facilities. For many of these programs, such as transit systems, the investment in public art is an investment in increased ridership.

Artists are creating public art for all types of public infrastructure. In Seattle, artists are designing the manhole covers and the tree grates. In Miami, artists are designing the soundwalls along the freeways. In other cases, sidewalk paving patterns, electrical substations, landfills, gateways, benches, light standards and scores of other elements in the built environment have become the subjects of the artists' attention, creating functional works that are unique, elegant and unusual.

The public art program can restore a sense of discovery to our cities. One of the inexorable forces in our society is the "franchising of America" – where every successful place has its McDonalds, its Gap and its Blockbuster Video. The effect is a dulling sameness in our cities. While we must recognize that there are powerful economic imperatives that drive this phenomenon, deliberate efforts such as public art can keep Santa Cruz's public streets from looking like the public streets of every other city. Projects like Jack Mackie's "Dance Steps" in Seattle or Tom Otterness' whimsical figures at the government center in Los Angeles or indeed, the sculpture of the musician playing a saw in downtown Santa Cruz, all have the effect of reinstilling a sense of serendipity and discovery into the city.

These efforts can create a sense of vitality and vibrancy in our cities. Places that have a strong identity become magnets for tourism, magnets for economic development. They set the community apart in ways that encourage people to live there, to visit there, and to tell others.

Another important role that public art can play is to create a sense of "rootedness" in our highly transitory society. One of the hallmarks of the twentieth century has been the mobility of American society. People do not live where they were born and raised. Ask any random group of Americans anywhere if they are natives, and a very few hands will raise. One of the unfortunate fallouts of this phenomenon is that the citizens share no common history, no deeply rooted sense of community that reaches back one or more generations. Public art often makes manifest local history in ways that give the people a sense of belonging, a knowledge of Santa Cruz that they can share with other members of the community. Isamu Noguchi's sculpture in Philadelphia that is a tribute to Ben Franklin, or the Bidy Mason wall in Los Angeles that tells

the story of the African American founders of that city, are works that can give people a sense of a common history and a common present.

A closely related function of public art is commemoration – celebrating the stories of the community in ways that preserve the cultural identities and legacies of the many peoples and cultures that comprise our modern communities. In San Jose, the public art program has embarked on a series of public art projects that celebrate these events: the Ohlone Way of Life, the Founding of the Pueblo, the memorial to Dr. Ernesto Galarza (San Jose resident and mentor to Cesar Chavez), the commemoration of the Agricultural History of Santa Clara Valley and Statue of Captain Thomas Fallon. Each reveals part of the story of the city. These works can assist the citizens of any community in attaining a deeper understanding of the various cultures and peoples of the city. The public art becomes a visual record of our cultural heritage.

Sometimes these public art projects take the form of outright memorials. Maya Lin's Vietnam Memorial has become the most visited place in Washington, D.C. and has played an important role in the nation's grief over that war. More recently, a memorial to the victims of the Oklahoma City federal building bombing has assisted that city with its mourning. The 168 bronze chairs that comprise the centerpiece of the memorial, each bearing the name of someone who died in the blast, is a powerful record of an event that shook that city to its roots.

In a very real way, a public art program, taken as a whole, becomes a visual record of the community and its artistic development. It can be thought of as virtual museum that, over time, will chronicle the best of the works by local and regional artists. At the same time, this visual record becomes our most poignant way of speaking to future generations. More than history, more than literature, certainly more than science and technology, this record of public art will become our most powerful language for communicating to our grandchildren and to their grandchildren about our aspirations and about the things we valued most highly.

Another emerging role for public art programs is the advancement and promotion of the urban design objectives of the city. Artists are no longer content to make murals or create statues. Rather, they take on the "stuff of the city." The design team projects developed by Santa Cruz artists as part of the public art master plan process are a tribute to this new direction. For their subjects, they developed proposals for Neary Lagoon, the city landfill, the wharf, the entire beach front along the boardwalk, the San Lorenzo River, Mission Street and Branciforte Creek. Given the opportunity, the art program can reinforce the overall urban design goals of the city, creating gateways, delineating districts,

improving the infrastructure. As this new, higher level of urban design quality is created, the standard of aesthetics for the community as a whole is raised. In cities with longstanding public art programs, the result has been a raising of the standards of design in the private sector as well, following the lead set by the public sector.

These are the many issues that arose in the development of the public art master plan that led the Steering Committee to recommend that the city proceed with the implementation of a percent for art ordinance.

Introduction and Methodology

Paseo Por Auga

Introduction and Methodology

In the late 1980s, the Santa Cruz Arts Commission made plans to draft and present a Percent for Art ordinance to the City Council. They got so far as to write the ordinance and circulate it for discussion and comment. Then, in October of 1989, before the proposed new law could be presented to the City leaders, the Loma Prieta earthquake struck, with devastating consequences for the city. One of the things that was in ruins after the quake was the fledgling effort to create a percent for art program. This, along with many other worthwhile plans, was shelved in the interest of rebuilding the city, physically and economically.

In the spring of 1996, the Arts Commission held a day-long retreat to examine the best way to revive this effort. Jerry Allen was asked to conduct a “planning to plan” session that would identify the issues, constituencies and appropriate methodologies to be considered in developing a Public Art Master Plan for Santa Cruz. As a result of that workshop, the Arts Commission presented a proposal to the City Council to develop such a master plan. In the fall of 1996, Jerry Allen was asked to make a slide presentation on trends in public art to a joint session of the Arts Commission and the City Council. Following that session, with the encouragement of the City Council, the Arts Commission issued a national call for proposals for planning consultants to develop a Public Art Master Plan. The subsequent review process resulted in the selection of Jerry Allen and Associates to develop a plan. In July of 1997, a contract was executed with the consulting firm and the planning process began.

Jerry Allen and Associates brought a three-member team to the planning process. Jerry Allen, the Project Director, brought to the process more than twenty years experience in developing similar plans across the nation. Virginia Wright, the Project Coordinator, is a Santa Cruz native with over ten years experience in community facilitation and arts administration. Finally, Jack Mackie, a public artist from Seattle, offered his expertise gained from more than twenty years of hands-on experience in public art project implementation.

From the beginning, the planning process was intended to involve a broad cross-section of the community. The Mayor, Cynthia Mathews, appointed a twenty-member citizen Steering Committee and agreed to serve on that Committee herself. This Committee was responsible for identifying and resolving key issues, reviewing drafts of the plan as it developed and recommending the final plan to the Arts Commission. Early on, the Steering Committee and the Arts

Commission developed a list of more than fifty key persons, community leaders from government, business, the media, the arts and the non-profit sector to be interviewed by the consultants. These one-on-one interviews gave the consultant team an in-depth understanding of the City and the role that public art could play in enhancing the built environment. At the same time, the consultants hosted two focus groups – one for artists and one for architects and other designers – to explore public art issues specific to those professions. The consultants also gave several direct community presentations, with slide shows about public art and opportunities for direct public input. The consultants were interviewed on the local public radio station and participated in a discussion format program on public art at the community access television station. At the same time, members of the Arts Commission gave numerous slide presentations to various community groups to further extend the public dialog about the master plan process.

The consultants also sought to understand the long term goals of the city, in order to understand the ways in which a public art program can contribute to the City's overall objectives. Existing public artworks in the City collection were toured and documented. The operation of the existing public art program and procedures was evaluated. All available planning studies – from the Downtown Recovery Plan to the City's General Plan to various area specific plans (Downtown Alley Walk, San Lorenzo River Enhancement Plan, Beach Area/South of Laurel Area, etc.) – were reviewed to give the consultants a picture of the City's urban design objectives. Individual interviews were conducted with most City Department heads, including Parks, Public Works, Redevelopment, Planning, Library and Finance, as well as the Assistant City Manager. A special slide presentation was given to City Department heads.

Recognizing that local artists have a special stake in the development of the public art master plan, special efforts were made to introduce them to the planning process and to create opportunities for artists to participate. Three artist workshops were presented. In the first workshop, Jack Mackie presented techniques related to working with architects and other designers, exploring the means of having a successful collaboration. At the second workshop, Jerry Allen, along with staff of the San Jose public art program, presented the "nuts and bolts" of public art – responding to RFPs and RFQs, presenting your ideas, contracting, insurance, bonding, etc. The third workshop, with the same presenters, took the form of a "graduate seminar" – with the presenters leading discussion on any topics raised by the workshop participants. Approximately forty-five artists attended workshops one and two and twenty attended the final seminar.

Early in the planning process, an opportunity to do a pilot public art project presented itself. The City was designing a new, four-story parking facility at Front and Soquel Streets. When the funding for the project was appropriated by the City Council, the Council requested that two percent of the project be set aside for public art. The consultant team was asked to assist in identifying an artist to collaborate with the architect, Gary Garman. The consultant made an initial presentation of more than fifty potential artists to city staff and the project architect. A short list of approximately twenty artists was then identified for further review. From this group, five finalists were selected. After in person interviews with the finalists, Seattle artist Vicki Scuri was selected for the project, based on her extensive experience working on similar projects. Subsequently, the City also engaged a local artist to serve on the design team for the Neary Lagoon project.

Perhaps the most significant opportunity for artist involvement came as a part of the process called the Design Team project. Local artists, architects, landscape architects, urban planners and other designers were invited to form teams. Each team was to identify a public art opportunity anywhere in Santa Cruz and develop an artwork plan for that site. Seven teams were formed after an initial orientation meeting. The teams focused on the following sites: the City landfill, the wharf, the beachfront, Neary Lagoon, Branciforte Creek, the San Lorenzo River channel and Mission Street. At the second meeting, each of the teams presented their initial concepts and received comments and criticism from their peers. At the final meeting, each team presented their finished designs. The designs were exhibited at the Museum of Art and History and were documented for inclusion in the final plan documentation. This design team process gave the artists some crucial first experience in collaboration with other designers. In the process, they created a visual tool to help the community visualize what a vital public art program can produce for Santa Cruz.

The public art master plan is the culmination of almost one year's research and community process. It incorporates all of the recommendations, systems, procedures and processes needed to implement a high quality public art program. The centerpiece of the plan is a proposed Two Percent for Art ordinance. This ordinance will set aside a small portion of each capital project in order to fund the art amenities. This small commitment will, over time, engender an extraordinary transformation of the nature and design of the built environment in Santa Cruz.

Public Art Program Framework

Public Art Program Framework

The following nine goals and accompanying objectives grew out of the many interviews, meetings, focus groups, design team assessments and workshops that comprised the planning process. These goals define the intended spirit of the program and should form a set of criteria for developing and shaping individual public art projects as they come forward each year in the annual public art work plan. Hopefully, they will also serve as a philosophical frame of reference for public art issues as they arise during the implementation of the program.

GOAL 1: Develop a public art program that reflects Santa Cruz's unique and diverse history, citizenry and geography.

Santa Cruz has an amazingly rich history and diverse population. From its indigenous peoples of the Ohlone tribes that inhabited the region to the Spanish missionaries in the 1790s, and the *fundadores*, the original civil settlers in the 1820s, to the European Americans arriving after the Mexican American war, each wave of inhabitants has left indelible marks on the region. At the same time, Santa Cruz enjoys a remarkable natural environment. Poised between the redwood forests of the Santa Cruz Mountains and the waters of Monterey Bay, it is an area of great natural beauty. The public art program should reflect and interpret that rich and varied history, people and location. While it is not expected that the program will focus exclusively on "Santa Cruz themes," each work should grow out of a respectful awareness of the history and environment of the City.

Objective 1.1: Develop public art projects that represent the multiple histories, the present and the future of Santa Cruz.

Where appropriate to the project, and where the artists are inclined to explore the meaning and history of place, projects can emerge that mirror the multiple histories of the City – Native Americans through the successive waves of immigration, the agricultural, forestry, fisheries and tourism industries that have been the economic drivers of the region, to the recent regional influence on the edges of Silicon Valley – all suggest rich stories that can give meaning to the community and perhaps point the way into the future.

The creation of visible manifestations of this history is particularly important in this transitory age. In the course of developing the public art

plan, very few persons were encountered who were born and raised in Santa Cruz. Most were transplants – persons who chose to come to this area for its unique qualities, but who do not have deep roots in the history and meaning of this place. The public art program can reveal the history and meaning of this place, giving the current residents a tangible link to the City’s past.

Objective 1.2: Promote the widest range of artistic diversity and cultural expression through the public art projects.

Santa Cruz possesses a concentration of artists that is highly unusual for a community of its size. Artists working in every media and at the highest professional levels are living and working in Santa Cruz and the surrounding county. They work in the traditional genres of painting and sculpture, but also in crafts and a variety of non-traditional media. Their works span the range from permanent installations of art to integrated art to temporary and ephemeral works, all of which are legitimate forms of artistic and cultural expression. One intention of the public art program ought to be to assist local artists to translate or adapt their work to more permanent media appropriate to outdoor and other public art sites.

Objective 1.3: Ensure that every public art project is responsive to its immediate site and context.

It is axiomatic that every successful public art program should promote a sensitivity to the specific site and the general environment of the proposed work. No project should develop without encouraging the artists to consider these factors. However, while it is expected that respect for Santa Cruz’s history and identity will naturally emerge from such an approach, the program should not dictate themes or content to the degree that it might limit the creative processes of the artist.

The term “site” or “environmental context” can possess many interpretations. Demographics, as well as social and economic patterns, may inform the projects. Cycles of public use can vary during the day and from day to day. Natural habitat, landscape, hardscape and the built environment affect the physical context. Perceptions of the artist and the users of a site can be profoundly altered by vistas and controlled points of view. Indeed, even climate and local weather conditions can contribute to the immediate experience of place.

All of this taken into account, it should be noted that responsiveness to the immediate environmental context is not the same as blending in. Public

art should not be required to “match the room” like a painting chosen to blend with the colors in the sofa. Some public art works will succeed precisely because they contrast with or stand apart from their surroundings, physically or conceptually. Even in these instances, the success of the work depends upon the artists’ understanding of the context.

GOAL 2: Create public art projects that support and advance the urban design and community development goals of the city.

Santa Cruz has been blessed with highly visionary leadership in its planning department and redevelopment agency. This has enabled the City to recover from the devastation of the 1989 Loma Prieta earthquake and to begin to rebuild the City with a thoughtful concern for the aesthetics and quality design. In Santa Cruz, as in most cities, there exists a balance and tension between the drive for vigorous economic development, the preservation of the past, and the cost effectiveness of high quality design. Competing visions of how Santa Cruz should be built were evident in the rebuilding after the earthquake. Confirmation that good choices have been made may be most evident in the fact that no one is completely satisfied with the result – a sure indication that some reasonable balance has been achieved.

Objective 2.1: Align individual public art projects, to the extent practical, with the City’s long range urban design strategies as articulated in the City’s general plan, area specific plans and master plans.

Santa Cruz has developed a thoughtful vision for a sustainable Santa Cruz. This vision, as contained in the City’s General Plan, is described as follows:

A compact, vital urban place defined and enhanced by an ocean, greenbelt and diversity and quality of its natural and built environment, contributing to a satisfying lifestyle for all its residents and workers, and offering an inviting experience for visitors.

Along with its General Plan, the City has developed numerous Area Specific Plans that offer unique and exciting visions for various parts of the City, each of which look to significant enhancements in the built environment to create pleasing public spaces.

The public art program should continually refer to these planning documents as it develops specific public art projects, in the hopes of finding ways in which the public art can reinforce the good thinking that has already been brought to bear on the various areas of the City. At the same time, it is clear that the City's Planning Department already recognizes the role that art can play in the City. Recently, the Planning staff took the time to convene a special meeting and presentation of the beach plan for members of the arts community. This type of consultation should be encouraged as the public art program develops.

Similarly, there is the potential for a strong link between the projects of the Redevelopment Agency and the public art program. Redevelopment has already recognized this through the use of murals in its alleyway development program. Under that program, the Agency provides up to 75% of the funding of murals, to a maximum of \$3,000. Over time, thought should be given to extending the percent for art concept to the private sector and working through the Redevelopment Agency would be an excellent way to begin that process.

Objective 2.2: Create public art projects that support the goals of the various City departments, in order to promote their community-building activities.

The evolution of the shape and character of the cityscape is largely determined by the City's Public Works and Planning Departments and Redevelopment Agency in the plans they develop in the "re-imagining" of various areas or neighborhoods of the City. At the same time, the many other City departments have missions and services that have direct impact on the lives of the citizens. As the public art program develops, it must come to regard these departments as its "clients," and must attempt to shape the individual public art projects in such a way that they add value to the mission of the sponsoring department.

There is no end to the examples of ways in which public artists have accomplished this goal in other communities. In Phoenix, artists designed a solid waste transfer station with an interactive display which illustrates the solid waste stream for school children who visit the facility. At the new Denver airport, artists designed a light and motion display in the underground tunnels connecting the terminals. In Seattle, artists developed earthwork sculptures as reclamation plans for landfills and gravel pits.

Objective 2.3: Seek opportunities to collaborate with civic and community-based organizations, in the development of public art projects.

From the beginning, every public art project should be thought of as a collaboration between the Arts Commission, the participating City department and any co-sponsoring civic, business or non-profit entity associated with the project. To ensure the success of these collaborative efforts, it is essential that the Public Art Coordinator and other City staff working on the public art program become familiar with processes, protocols and systems associated with these other entities, whether it be architecture, urban design, project construction and management. On the other hand, the successful collaboration will also require that the participating departments and other agencies become familiar and comfortable with the processes associated with public art, including the artists' methodologies and sensibilities and the means by which a public art program engages the public in constructive ways.

Objective 2.4: The annual public art projects plan should give special consideration to underserved areas and populations.

The public art efforts of the City, to date, have concentrated primarily on the downtown, with some lesser emphasis on the waterfront. It was entirely appropriate that it should have done so, particularly in light of the need to support the effort to reconstruct the downtown following the earthquake. Once the public art program recommended is fully implemented, careful thought should be given to distributing the artworks throughout the City, in order to ensure that all of the City's neighborhoods and citizens will benefit from it. Doing so will lend credibility to the program and promote public acceptance of the public art as it goes up. Meeting this objective will require that the projects are culturally sensitive to the values, perspectives and modes of expression of the City's diverse peoples.

One avenue to broader community participation is through schools and community youth groups. Efforts should be made to create opportunities for the participation of students and young adults in public art projects. This could involve internships or apprentice relationships where appropriate.

GOAL 3: Create a public art program that does not link the public art funds to specific projects, thereby enabling the program to approach all parts of the City as appropriate settings for public art.

There is a natural tendency to link the public art projects to the specific capital improvement projects that generate the moneys. And, in many cases, the nature of the project will suggest that it is appropriate to incorporate art into the specific project. Overall, however, the program should be administered with the greatest flexibility – with the ability to move the moneys freely from one project to another. This approach will create the strongest program over the long haul.

Objective 3.1: Include, over time, the public art in the broadest range of settings, environments and contexts – active and passive, natural and built, accessible and intimate, highly visible and serendipitous, temporary and permanent.

If there is any lesson from the past thirty years of public art experience in this country, it is that public art can be almost anything. It is not just paintings on the wall, murals or statues and fountains in civic plazas. Public art can be functional elements: tree grates, street benches, or sidewalk paving patterns. Public art can be history in the form of memorials and commemorations. Public art can be sculptured mounds of earth, weather vanes, water reclamation projects, terrazzo floor patterns, bronze dance steps set in the sidewalk, in short, almost anything. Thinking of the entire City as a canvas for the public art can enliven the experience of the City in wonderful and serendipitous ways.

Many of the opportunities offered by the cityscape in Santa Cruz are outside what is thought of as traditional art sites. The greenbelt is an excellent opportunity for works that are small scale and integrated into the landscape, experienced in quiet ways. At the same time, it should also be recognized that certain natural sites should be revered for their natural beauty alone, not needing any amenity, artistic or otherwise. Locations like the fishhook invite the creation of a powerful gateway, a sense of entry and arrival to the City. The beaches are natural settings for exhibitions of temporary or ephemeral public art projects.

Objective 3.2: Place the public art in Santa Cruz's unique and distinctive neighborhoods, as well as downtown, the beachfront and other locales frequented by tourists.

Santa Cruz, like most cities, is an aggregation of neighborhoods and communities within the City. Each has its own feeling and character and

reasons why the citizens in that area believe it is a special place to live. In every individual neighborhood, there are opportunities to use the public art program to promote neighborhood identity and community pride. Perhaps it might take the form of signage at the entry points. Perhaps it is distinctive street furniture or lighting. Perhaps it is unique bus stops and shelters that immediately inform the riders of which area of the City they are traversing. It is, of course, axiomatic that any placement of public art in neighborhoods should be accompanied with thoughtful engagement of the residents in the planning processes, lest the lessons of the Art Wall be forgotten.

Objective 3.3: Give special attention to sites which are clearly civic spaces or public gathering spaces.

One of the things most readily apparent in the Downtown Recovery Plan, is the omission of a downtown square or civic gathering space in Santa Cruz. One of the truly successful aspects of the Recovery Plan has been the degree to which Pacific Avenue, the street itself, has become that gathering space. The Plan recommends that consideration be given in the future to the creation of a major civic gathering space in the vicinity of City Hall. Should that transpire, it would be an important opportunity for the public art program to place one or more major works that would reinforce the sense that the new gathering space is the “living room of the City.”

GOAL 4: Develop a public art program that fosters innovation and promotes artistic excellence.

Throughout the Public Art Master Plan process, there was continual observation regarding the many outstanding artists that have chosen to reside in this area and the need to create a public art program to promote the highest standard of artistic excellence. In the realm of public art, judging quality and excellence becomes somewhat more complicated than artworks in a gallery or a studio. Public art cannot be judged separately from its setting, from its intended audiences or from any of the myriad externalities that may have been imposed upon it in the process of its creation. Despite those difficulties, the program should give the artist the freedom to do his or her best work. One way to promote this is to develop very clear expectations for each project through a well conceived and written annual public art plan. This plan should guide the selection process toward artists with the experience and professional sensibilities needed for any given project.

Objective 4.1 Develop an artist selection process that relies on both community input and broad knowledge of contemporary public art.

Public art, under the best of circumstances, possesses an inherent contradiction. On the one hand, we think of quality art as the creative product of the individual artist's sensibility. To that we link the idea of the public or the collective sensibility of a community. Therein arise many of the controversies that sometimes surround public art projects. The goal of the public art program is to be aware of this possible area of conflict and design the artist selection processes and the community engagement processes in ways that are respectful of both the artist and the community.

Artist selection panels must have participants who are knowledgeable in the areas of public art and aesthetics. They will be able to advise the panel about the inherent quality of the work of artists under consideration. At the same time, panels must also include persons who represent the community and the eventual users of the facility or space into which the artworks will be placed. They can advise the community, not only on expected uses of the facility, but also on community values, perceptions and history. If each panel is balanced in this way, with each member sharing his or her special expertise and knowledge in a respectful way, the highest quality can be ensured, while commissioning work that is appropriate to the site and the community.

Objective 4.2: Select artists in a fair and balanced process, matching the artist's experience and abilities to the specific needs of the project.

Nothing does more to ensure the success of a public art project than selecting the right artist for the project. Projects vary wildly in nature. Some are simple and relatively straightforward, with the artist being required to do little more than produce and install a discrete work in a public space. Others may require that the artist master completely new materials or techniques. In others, the artist may be required to collaborate with other members of the design team and integrate the artwork into the underlying architecture. Often the scale of public art projects is greater than the artist has experienced in the past. Or, the artist may be unfamiliar or uncomfortable with making the community presentations and engagements that might be demanded in a given project.

In each of these instances, the outcome of the project may well hinge upon the ability of the artist to rise to the challenges being posed. The important work of the artist selection panel is to carefully weigh the

background, experience and aesthetic sensibilities of each artist candidate against the specialized demands of the project. This means that the panel must be familiar with the kinds of complications that are possible and familiar enough with the artists and their work to make a successful match.

Part of the challenge is getting the right panel in place. Over time, the Public Art Coordinator, with the assistance of the Public Art Committee, should compile a pool of selection panelists from which the individual panels are drawn. The pool should comprise a broad range of skills, backgrounds and experiences so that the panel for any given project can be tailored to the demands of the project. The panels need to be thoroughly briefed and to be given an opportunity to visit the project site, if it exists, in order to give them a full appreciation of the complexities of the project.

Objective 4.3: Develop projects with a range of complexity and budgets in order to support artists at various stages of their career development.

The public art program should not be limited to artists who have successfully completed public art projects in the past. Rather, the program, over time, should have a wide range of projects, appropriate to artists at all stages of career development. Many projects will be so complex that it would not be wise to use an artist with no public art experience. To do so might jeopardize the project and set the artist up for failure. At the same time, there must be avenues into the program for inexperienced artists. A well-run public art program should offer opportunities to any artist who is creating high quality art, regardless of the artist's past experience with public art.

This goal is easily met by creating projects with large and small budgets; by providing opportunities for discrete works, as well as integrated works; and by providing technical support and assistance to emerging artists of promise that might not yet have had extensive public art experience. Each annual public art plan should consider the range of contemplated projects to fulfill this important goal.

GOAL 5: Make an investment in developing the ability of local artists to successfully participate in the public art program.

The Steering Committee for the Public Art Master Plan engaged in a very thoughtful debate about whether the program should be limited to local artists or give some special preference to local artists. Their conclusion was unambiguous: the focus of the program should be to acquire the very best art possible, regardless of the domicile of the artist. To that end, they recommended that public art projects should be open to all artists and that the primary selection criteria should be the quality of the work being produced by the artists who are submitting their work.

Objective 5.1: Create a program that fosters an appropriate balance between local, regional and national artists.

Having made the basic policy to leave the program open to all artists, the committee recognized that substantial benefits will accrue to the public art program if local artists are successful in competing for Santa Cruz projects. Artists from this region are naturally familiar with the community and its history and values. Local artists are especially valuable for design team projects because they are in the community and available to readily participate in design team meetings. Thus an investment in local artists is warranted.

At the same time, the realities of managing a public art program will build in some natural and appropriate bias in favor of local artists. Projects with smaller budgets will likely only be advertised in the immediate region. Projects on a fast track will naturally gravitate toward local artists who can begin work immediately. Projects that will require the artist to attend many local design team meetings will often work best with a local artist. All of these factors will help to ensure that local artists receive a share of commissions under the program. Indeed, the record of long established public art programs, such as Seattle, is that substantially more than half of public art projects are given to local and regional artists without any specific requirement or quota.

However, there will, on occasion, be projects where the budget, visibility or complexity of the project will demand that the program go to a national pool of artists in search of the right match. The project may call for special skills or experience with certain media. The project may be of such high visibility that a signature work by a nationally or internationally recognized artist would be the best choice.

It all comes back to doing an excellent job of matching the artist to the demands of a particular project. If that is done thoughtfully and carefully,

a program that balances local, regional and national artists will be the natural result.

Objective 5.2: Develop a program component that permits projects that are totally initiated by artists.

Some of the most exciting public art projects around the country have emerged when artists were given the maximum freedom to select a site and design a public art project that is unfettered by any pre-existing constraints or conditions. Consideration in the annual public art plan should be given to regularly dedicating some portion of the public art budget to such projects. The Public Art Coordinator could jump-start the process by identifying a set of sites – in parks, roads, libraries, community centers, utilities, pumping stations, etc. – that would be pre-approved by the Public Art Committee. In many cases the process will be easier for many of the artists if they can begin with a site.

An alternative approach would be to begin with ideas submitted to the Public Art Committee by artists. One or more of these ideas could be funded through a small initial honorarium to allow the idea to develop into a conceptual design, at which time a decision would be made about proceeding with the project. Not only does this approach give the artist maximum freedom to create, but in many cases it will place the art in locations that would not otherwise be thought of or eligible for art treatment.

Objective 5.3: Continue the development of local artists' skills and experience in proposing for, and producing public art.

The investment in the skills, knowledge and public art experience of local artists has already begun with the public art master planning process. In the course of the plan, three artist training workshops were held to introduce local artists to the public art field. The first workshop, conducted by a nationally recognized public artist, focused on the collaborative and creative processes in public art. The second workshop gave artists information on the business of public art: contracting, insurance, responding to RFPs and RFQs, etc. The third workshop dealt with a variety of issues related to public art that were raised by the workshop participants themselves. Total attendance at these workshops was more than 100.

At the same time, a design team assessment process gave local artists hands-on experience in collaborating on the development of a public art

design. More than 30 artists worked on seven separate teams to create designs for real public spaces in Santa Cruz. The design process included group meetings and critiques to give the artists direct feedback on their efforts. This work with local artists should be continued and repeated periodically in the future by the Arts Commission

Objective 5.4: Develop each project's budget to ensure competitive and equitable fees for artists.

One of the most complex aspects of administering a public art program is management of the budget in such a way that the scale of the project is appropriate to the available dollars and that the artist receives some reasonable compensation for his or her work. The reasons for this are obvious. Often public art projects involve unusual and complex materials and methods of fabrication, the cost of which is not easily estimated in advance. Often public art projects are captive to the schedules of the underlying capital improvement project. Moreover, artists often see a public art project as an opportunity to place their best and biggest work into a larger arena. As a result, they often promise more than can be reasonably delivered within the project budget.

These are not easily addressed issues. On the one hand, the public art program should always strive to get the best value for its dollar (i.e., the most art for the dollar). At the same time, the program should recognize its interest in keeping the artists financially solvent and reasonably compensated for their labors. Each project budget should include a design fee in the range of fifteen percent of the overall public art budget and money to compensate the artist for labor in fabricating the artwork or in overseeing the manufacture of the art by an outside contractor. One important role of the Public Art Coordinator is to work with the artists to develop reasonable project budgets.

GOAL 6: Create a public art program that promotes integration of the public art with the underlying architecture and landscape.

One of the more exciting developments in the public art field over the past thirty years has been the move toward integration of the artwork into the architecture of the capital projects. This is not a new idea in a historical sense. Indeed, as early as the Greek and Roman times, the embellishment of architecture with art and the integration of art and architecture were the common way of creating public structures. However, in the twentieth century, with the advent of the unadorned international style in architecture and more recently with the tight

budgets of public agencies and the “value engineering” approach to public construction, most of the art and other aesthetic adornment of public buildings disappeared. In the mid-1970s a number of public art programs sought to reverse this trend by actively promoting the integration of the public art with the underlying project’s design. The result has been a more satisfying public art that merges seamlessly with its environment.

Objective 6.1: Strive to initiate artist selection early in the process of the underlying capital improvement, if possible concurrently with the selection of the architect or other lead designer.

The public art program should commit itself to initiating the artist selection process concurrently with the process of selecting the architect, engineer or landscape architect for the capital project. This is important whether a collaboration between the designers is intended or not. Early consultations between the project participants will help to ensure that the art is appropriate to the site and that the project moves smoothly, with the construction management anticipating the needs for placement and installation of the art. If special footings or attachments are needed, better that that happen at the optimal point in the construction schedule, rather than trying to retrofit an already finished space.

At the same time, early consultations of the artist with the architect will allow each to shape the vision for the project and the ways in which the art can contribute to the overall facility.

Objective 6.2: Where appropriate, encourage direct collaboration between the artist and the other design professionals on the project.

The return of artists-architect collaborations to the design of public spaces, buildings and artwork holds great promise for better public spaces, better public buildings and better public art. Freed from the limitations of discrete artworks, artists are contributing their creative ideas to the design of the overall project, often with remarkable results. In the Seattle Metro Transit Tunnel, artist teams collaborated with the project engineers to design the interiors of each of the stations. The result was a series of unique stations that reflected the materials and the activities at the street level above. At the Dallas Convention Center, a team of artists designed the entire 140,000 square-foot terrazzo floor with an extraordinary design that incorporated the entire history of the state of Texas. In Phoenix, artists are working with engineers to design the new freeway overpasses into unique expressions of each neighborhood.

Virtually every successful public art program in the country now strives toward greater artist-architect collaboration and integration of the art into the architecture. Where these efforts succeed, the result is greater than the architect would have created by himself or than the artist would have created by himself. That does not mean that collaboration is correct in every case. If either the artist or the architect is unwilling to seriously and respectfully engage the other, the collaboration is unlikely to succeed and other approaches should be considered.

Objective 6.3: Include in future requests for qualifications, requests for proposals and contracts with CIP project architects, engineers and landscape architects a specific reference to the design team collaboration expectation of the City's public art program.

The only way collaboration can be achieved is for all parties to understand and accept the City's intention. Therefore, every project that has a goal of integrating the art should begin with contracts with the overall project designers (architect, engineer, planner or landscape architect) that clearly spell out the City's expectation that an artist will be a part of the design team. Architects who favor this collaborative approach should be given special consideration in the selection process to ensure a harmonious design process. Another important factor in the success of a design team collaboration is active support and participation from the project managers and other public works staff who can be critical to moving the project forward.

GOAL 7: Develop a broad base of community and institutional sponsorship and support for the public art program.

Once the public art program has been implemented, the City's collection of art will grow in visibility in the community. Over time, it is hoped that the City's efforts will encourage others to see the positive benefits of art in public places and emulate the City's program. To that end, the City should actively cultivate other partners. These potential sources of support should be engaged early on, while the community is feeling excitement about the new program.

Objective 7.1: Whenever feasible, explore the potential for partnership or independent public art projects among the various public agencies with jurisdiction over public spaces and infrastructure in Santa Cruz.

The reality in any city is that some of the largest and most visible public infrastructure is not actually owned or controlled by the city, but by other entities. In the case of Santa Cruz, the county and the state have responsibility over many important public spaces and buildings. These entities should be encouraged to make the same commitment to quality design and public art as the City. The county already has a percent for art commitment and is actively placing works (such as the Larry Kirkland sculpture at the Emiline Center. The State, on the other hand, has made no such commitment, at least not in CalTrans projects, where they control very important roadways, overpasses and other sites.

One particular project that deserves mention is the “fishhook” where Highway 17 passes under Highway 1. This site is clearly the front door of Santa Cruz, at least for those arriving from the north. CalTrans is currently in the process of developing designs to rebuild this massive structure, which cries out for artistic and aesthetic treatment. In a sense, the issue is urgent. If this opportunity is lost and some over-scaled and brutal design is allowed to be built, the citizens of Santa Cruz will suffer with that legacy for the next half century.

Objective 7.2: Promote sponsorship of public art by private developers or business groups.

The Steering Committee gave considerable thought to how widely the public art program ought to apply. Should it be limited to City-funded projects? Should it apply to any major capital project in the City, whether public or private? Should it apply to private projects only when there is public funding in the mix? There were strong feelings on both sides of this issue, reflecting strong feelings that exist in the community. As the consultant team met with various persons in the early stages of doing research for the plan, many persons interviewed felt that the program should apply to private development. Not surprisingly, private developers and the business community were nearly unanimous in their belief that any private sector involvement should be voluntary.

Ultimately, the Committee decided to recommend that the initial program apply to City projects and to private projects that have City funding (such as Redevelopment Agency projects). There were several reasons for this. Firstly, it was felt that the program should prove itself in the public sector before applying to all capital development in the City. Secondly, it was hoped that some incentives could be created that would encourage private developers to include public art voluntarily. To that end, it is recommended that one of the allowable uses of the public art moneys be

as “seed” money for the inclusion of public art in private developments that have a strong public presence. At the same time, the Planning and Redevelopment staff should be alert to the opportunity to offer public art as a mitigation measure in large projects that may have substantial negative impacts on the community.

Objective 7.3: Seek involvement by potential users, community and neighborhood groups, business associations and other stakeholders in the development of the annual public art work plan.

The annual public art plan is an important vehicle for involving the community in shaping the public art program and in securing public ownership of the program. The plan should not emerge as an accomplished fact, but should be the result of systematic outreach by the Public Art Coordinator and the Public Art Committee to the users and stakeholders in the public art program. This certainly includes artists in Santa Cruz, but also community groups and neighborhood associations.

One possible way of involving outside groups would be to initiate annual Excellence in Design Awards, perhaps in conjunction with local members of the American Institute of Architects and the American Society of Landscape Architects. These awards, to be presented at a black tie or “creative black tie” dinner could be a fund-raiser for the Arts Commission. If the Commission wants to really make an impact, it could also give “raspberry” awards for egregiously bad design. These efforts would inform all local developers, public and private, that good design – and bad design – will not go unnoticed.

Objective 7.4: Develop a policy on gifts and donations of works of art that might be offered to the City of Santa Cruz.

Private donations of artworks and money for commissioning artwork can be an important source of new art in public places. The Arts Commission should adopt a policy on gifts and donations that ensures that works proposed for donation go through a review and evaluation process that is at least as rigorous as the process for City-commissioned artworks.

There are several reasons for this policy. Throughout the public art program, the Arts Commission will be striving to maintain a very high standard of quality. Those standards should apply equally to donated works. In the absence of a policy, it is all too easy to say yes to works of questionable artistic merit, simply because it is difficult to say no. A gifts policy, incorporating a site and review process, can make that process

more palatable for the donor and the City alike. The donations policy should also take a careful look at the long term maintenance that might be required for a proposed gift of art, perhaps even requiring that the work be accompanied by a donation to the maintenance fund to ensure its perpetual care. Finally, it should be noted that prime sites for public art are limited, and the gifts policy should consider whether the proposed donation of art will occupy in perpetuity an important site that might best be reserved for a work of greater merit.

GOAL 8: Cultivate and develop existing and new audiences for the public art program.

No art is created without the anticipation of an appreciative audience. Without that expectation it is doubtful that art would be created at all. Public art is no different, and the artist and the program administrators must give careful thought to who the audience for a particular work of art might be. Public response to art spans a wide range. There are those who instantly appreciate the enlivening of the public space with art. Others may be neutral or downright hostile, depending upon the nature of the art or upon their belief systems relating to public funding for art. In many cases, the degree of public acceptance of the art will depend upon the deliberate efforts of the Arts Commission to reach out to new audiences.

Objective 8.1 Create public art that is highly visible and accessible to both local residents and visitors to the city.

In its public art projects to date, the Arts Commission and the Redevelopment Agency have properly focused on the downtown core along Pacific Avenue, the alleyways, and along the waterfront – the most visible and heavily used sites in the City. The ongoing public art program should continue that priority in order to reach maximum visibility for the program. Projects in these high activity areas should take into account the ways in which the sites are used. Are most of the people staying at the location or are they passing through? If moving, are they pedestrians or motorists? Are they shopping, playing, involved in sports or engaged in more passive activities, perhaps sitting in a sidewalk cafe or just people watching? The answers to these questions about who the audience is and how they use the space will point the way toward public art of appropriate style, scale and content.

Objective 8.2: Engage local community members and stakeholders in the early stages of public art project development.

The process of engaging the public only begins with the development of the annual public art plan. Following that, each individual project must seek out the eventual users or other stakeholders in the project as it develops. In San Jose, this process of community engagement is formalized. Before the artist selection is begun, public art staff meets with representatives of the neighborhood or area where the project will be sited. Information about how the site is used and by whom, what the daily activity cycle is and other projects underway in the neighborhood are explored. This initial contact can uncover potential trouble spots and it can also begin to generate some interest and excitement about the project. It may be at this point one or more community representatives for the artist selection panel will be identified. After the artist is selected and under contract, he or she will have one or more meetings with community groups, to gather information about the site and about the community's values and aspirations for the project, as well as to present initial concepts for the project. All of this intensive early effort, while enormously time consuming, can go a long way to ensuring eventual acceptance of the art.

Objective 8.3: Develop a public-school curricula that will enable local school teachers to teach a unit on public art.

Once the program has been active for a few years, it would be appropriate to develop a program that will assist local teachers to develop a program on public art. Miami-Dade County Public Art has employed curriculum development specialists to create lesson plans and information about their public art program. While few programs have been this comprehensive, it is a sure way to have knowledgeable audiences for public art in the future. At the same time, the schools themselves should be thought of as prime sites for public art.

Objective 8.4: Develop and regularly update information mechanisms that give residents and tourists access to Santa Cruz's public art.

Santa Cruz is home to many artistically literate citizens and it attracts visitors who have an interest in local sights. Once a number of public art pieces have been commissioned, the Arts Commission should create, and regularly update, a brochure that will allow people to take a self-guided tour of the City's public art collection. This brochure should contain a map locating each work and providing some descriptive information. It might be possible to work with the Visitor's Bureau to collaborate on the design and printing of this piece. If updating a pamphlet on a regular

basis is too onerous, a web page should be considered, allowing people to access this information directly from their home computers.

At the same time, other media – community television, a web site, the library system, local television stations – all should be utilized as a means of giving the general public an avenue to the public art.

Objective 8.5: Install an identifying plaque with each public art project as it is installed, whenever appropriate.

How often have you had the experience of finding an interesting artwork or other object in a public space about which you would like more information, but none is to be found? Every artwork placed by this program could have an identifying plaque or tag that gives basic information about the work: the name of the piece, the artist, when it was created. In many cases, educational information should be included that will allow others to understand and fully appreciate the art. On the other hand, it should be recognized that there are some situations where it is not desired or desirable for the artists to sign their work. In these instances, the artists' wishes should be respected.

Objective 8.6: Develop a positive working relationship with the local print and broadcast media to communicate the success of the program to the public.

It is important for the Arts Commission and the Public Art Committee to develop positive relationships with the local media, both print and broadcast. Not only are they your most reliable connection to the public and your constituency, but they can shape the public discourse about the program and about individual public art projects. It is fair to say that the media are most likely to turn their attention to the public art program if they sense that there is a problem or controversy brewing. The degree to which they offer balanced discussion of issues as they arise may depend upon the degree to which they understand the program overall and the degree to which they have developed personal relationships with the persons who have responsibility for overseeing the program.

Objective 8.7: Accompany every public art installation with an announcement, dedication or other public celebration.

Every completed artwork should be seen as an opportunity to create an air of celebration around the program. Careful efforts have been made to cultivate the local community in the development of the project. The artist

has invested hundreds of hours in the pursuit of artistic excellence. The whole effort needs closure of a public unveiling or dedication. It is an opportunity to remind the citizens about why the City is installing public art, as well as to educate and develop the media.

GOAL 9: Ensure a program of long-term care and maintenance of the public art collection as it develops and grows.

Without a doubt, the problem of deferred maintenance is the Achilles' Heel of most public art programs. While it is relatively easy to find the resources to create new artworks, finding the moneys for ongoing care and maintenance is invariably more difficult. Yet, it is extraordinarily troubling to think that the City would invest public dollars in the creation of an important and valuable art collection while letting the works deteriorate from lack of attention and care.

Recognizing that potential problem, the public art plan recommends that a small percentage of the public art moneys be set aside for care and maintenance of the artworks. Regular preventive maintenance costing a minimal amount on an ongoing basis can be an important long-term investment.

Objective 9.1: Provide for the regular inspection and evaluation of the condition of the public art collection.

Every artwork in the public art collection should receive regular inspections. This should happen as a matter of routine procedure by public art staff as well as the staff of the City departments where the artworks are located. These ongoing checks can be unstructured and might be as simple as examining the work when doing routine cleaning and maintenance in the area. Often minor problems can be identified early on, before they become major problems. At the same time, there must be a more formal periodic inspection and evaluation of the works in the collection by a trained conservator. This review should happen no less often than every five years and should result in a detailed report of the condition of each artwork and recommendations for preventive and restorative maintenance.

Objective 9.2: Make maintenance and the long-term integrity of the public art a central concern in the project development and artist selection phases of the project.

As the old homily goes, "an ounce of prevention is worth a pound of cure." Nowhere is that more true than in the realm of public art. Concern

for the longevity and integrity of the work should begin as soon as the project begins. When sites for public art projects are identified, public art staff should analyze the site for climatic and other conditions that might affect the work when it is installed. This information should be made available to the artist who is selected for the project and the proposed designs should be reviewed for any aspects that will impact the ability of the City to care for the work over the years. During the artist selection process, the artists' prior work should be analyzed to determine if the materials and fabrication techniques are suitable for the project under consideration.

Objective 9.3: Require artists to document materials and fabrication processes for the permanent documentation of the work.

One of the most common problems faced by those who maintain public art is the unavailability of accurate and specific information about the materials used and the techniques employed to create a work of art. The contract with the artists should require the artist to carefully document all materials and techniques. Where particular brand name supplies are utilized, technical information about those supplies should be maintained in permanent files relating to the work. The artist should be pressed to be as specific as possible in identifying materials. If bronze is used, the artists should specify "silicon bronze," "Everdur," "red brass." etc. Then if future repairs are required matching materials can be used to restore the work to the closest approximation of the original work. Similarly, construction techniques should be spelled out in detail and, if appropriate, the artist should be required to prepare "as built" drawings of the finished work, particularly details of the installation of the artwork. Finally, artists should be requested to identify any cleaning solvents or materials that would be harmful to the work. These simple requirements will make future attempts to maintain the work immeasurably simpler and will protect the work from mistaken conservation methods.

Objective 9.4: Respond promptly to any vandalism or graffiti defacement to public art projects.

In general, the experience of most public art programs has been that artworks are rarely the targets of vandals or graffiti artists. Unfortunately there are notable exceptions. In addition to taking ordinary precautions to protect the work with use of the right materials and providing security lighting around vulnerable works, it is important to respond quickly to vandalism or graffiti attacks. It should be the policy of the Arts Commission that no work in the public art collection should be left for any

extended period of time in a damaged or defaced state. To do so simply encourages further attacks on the artwork. If a work is damaged to the extent that extensive repairs will be required, the City should consider removing the work from display until the repairs can be effected.

Objective 9.5: Invest regularly in routine maintenance to public artworks to avoid a large deferred maintenance problem or possible deterioration of the artworks.

In addition to specific information about materials and techniques, the artist should be required, prior to final payment, to prepare and submit a detailed routine maintenance schedule for the work, to include regular cleaning and coating with protective materials. Not only will this routine maintenance enhance the public's enjoyment of the work, it can avoid major repairs and restorations later in the life of the artwork.

Detailed Recommendations

Detailed Recommendations

Recommendation 1

Santa Cruz should continue to provide support for public art projects by allocating a portion of the funds of most Capital Improvement Projects.

The City of Santa Cruz has engaged in public art commissioning for a number of years and in a certain sense the development of this Public Art Master Plan is an attempt to codify and systematize a program that has been in place for some time. In general, the current program has been successful and has received a largely positive response from the community. The numerous works installed along Pacific Avenue appear to enliven the streetscape and engage the persons strolling along the mall. Likewise, the Alan Counihan sculpture at the entrance to the wharf is appreciated by most who pass by and is an excellent example of a work that was designed to be specific to the site at which it was to be located. The fountain for the new police facility promises to add an exquisite and beautiful focal point to that new building, once it is completed. The numerous alley murals commissioned by the Redevelopment Agency have intrigued local citizens into changing their pedestrian patterns. Most recently, the City has contracted with artist Vicki Scuri to collaborate with local architect Gary Garman to design integrated art for the Front/Soquel Parking Garage. These excellent efforts have demonstrated the viability of a more formalized program by the City. Indeed the Santa Cruz Arts Commission already can point to a successful record in placing public art around the city.

Recommendation 2

The current practice of allocating two percent of certain CIP projects should be codified by the adoption of a two percent-for-art ordinance.

Over the past thirty years, almost 300 American cities have adopted percent-for-art ordinances. These laws require that a percentage of the construction budget for public (and in some cases private) developments be allocated for the placement of art in these new facilities. The percent-for-art approach is by far the most widely used method of funding public art. It offers certain advantages. It ensures that the level of art funding is

commensurate with the size of the overall CIP project or budget. Since the art allocations for projects can be determined in advance, this mechanism makes the early selection of artists and the involvement of the artist on the project design team more easily achieved. Experience with numerous cities has demonstrated that this approach to public art funding and programming gives the highest promise of a successful program.

Most recently enacted public art programs have allocated between one and one half percent to two percent for art, depending upon whether project administration and maintenance are funded from the capital projects or from the General Fund. The program envisioned in this plan offers an ordinance that would allocate two percent of eligible projects, with a portion of the moneys being reserved for project administration and artwork maintenance being funded as a part of the public art allocation.

Recommendation 3

Moneys generated under the public art ordinance should be transferred into a newly created, interest-bearing public art trust fund. Interest should accrue to the public art program.

Experience has shown that CIP projects are often budgeted very closely, with little margin for unexpected contingencies or cost overruns. When those eventualities occur, there is an inevitable temptation to raid the public art budgets to solve the problem in the overall project budget. By separating the public art moneys into a separate fund, the integrity of the program can be assured.

Establishing a separate public art fund will also facilitate accounting for the public art dollars, particularly those allocated for program administration and artwork maintenance. It will be necessary for the program staff to set up a multi-year cash flow tracking system to ensure that the program administration moneys are spread out over the two to three years generally needed to complete a public art project. This tracking will be much simpler if the public art moneys are segregated from the individual CIP project budgets.

Recommendation 4

The public art trust fund should be empowered to accept gifts, donations and grants of funds for public art purposes.

In addition to moneys that are generated from the allocations within the CIP, the public art program should actively seek grants, donations and other gifts to augment the City resources. For that reason, the public art fund, once established should be empowered to seek and accept outside moneys dedicated to public art projects. From time to time, it is expected that regional foundations, corporations and various public entities, including the National Endowment for the Arts and the California Arts Council could support public art projects. There is also the opportunity to get public art support for transportation projects from the Intermodal Surface Transportation Efficiency Act (ISTEA).

Recommendation 5

The public art ordinance should have broad application to the City's CIP program, including the construction or renovation of any building, decorative or commemorative structure, parking facility, park, highway or arterial, road beautification, bridge or pedestrian overpass, beach restoration, sidewalk, bikeway, above-grade utility or any other major capital project.

In recent years, the concept of public art has moved well beyond the idea of paintings on walls and sculptures in public plazas to encompass the artists involvement in all aspects of the design of the city. Indeed, many of the most compelling public art projects to emerge in the last decade are projects that are totally non-traditional in nature. Artists are designing reclamation plans for landfills. Artists are designing street furniture and tree grates. Artists are designing pedestrian overpasses. Artists are working on water treatment facilities. Artists are designing sound walls for freeways to alleviate the concrete canyons that surround many of our cities. All of these efforts have raised the standard of urban design in our cities and have transformed otherwise mundane spaces into places of extraordinary beauty and interest.

It would be fair to say that some of the least likely public structures offer the best chance for the City to use public art to enhance the quality of public design. From the pumping stations along the river to the design of Neary Lagoon, artists can and will bring unique perspectives to the design challenge and will ultimately create public projects that are better utilized and better appreciated by the citizens of Santa Cruz.

Recommendation 6

The provisions of the public art ordinance should be applied to Redevelopment Agency projects.

During the research phase of this planning process, many persons interviewed expressed strong support for a program that applies to both publicly and privately funded developments. It was universally agreed that if the project contained any significant amount of public funding, then the provisions of the percent-for-art law should apply. Recognizing that Redevelopment projects are highly specialized and idiosyncratic, it is nevertheless recommended that RDA projects be subject to the Percent for Art Program. In the future, these projects with blended public and private funding are likely to make up a larger percentage of new infrastructure created in the city. The public art program will ensure that they express the highest aesthetic standards of the city. What will make a deal possible in one instance could be the deal breaker in the next.

Recommendation 7

Up to fifteen percent of the moneys generated under the public art ordinance should be used for project support services and community participation activities. Until sufficient funds are generated by the ordinance to pay for these activities, the needed funds should be allocated from the City's Parks and Recreation operating budget.

Public art projects are not as simple as just going out and buying a painting. Extensive community process is needed and expected. Requests for qualifications and proposals must be issued. Artist qualifications must be reviewed by selection panels which are assembled for each project. Careful coordination of the artists' work with the architect, client department and community must be accomplished. The artist must be supported with technical information and meeting coordination. Public hearings must be held. Dedications for finished projects should be planned and implemented. All along the media must be informed. Outside resources must be developed.

Public art programs that rely exclusively on General Fund moneys for program support and administration have been notoriously under-administered. The uncertainties of General Fund underwriting means that during times of public belt-tightening, insufficient moneys are

directed toward the critical work of managing the public art programs. It is the consultants' observation that a public art professional cannot administer more than six to eight active public art projects simultaneously without neglecting important project coordination and community facilitation tasks. This is especially true in the kinds of projects envisioned under this program. Instead of simply purchasing an artwork or commissioning the artists to do a free-standing work, the artist in many cases will be working as a fully functioning member of the project design team and will be expected to create opportunities for genuine public participation. These activities will require a significantly higher level of monitoring, coordination and oversight by the public art program staff. Recommendation 15 offers more specific guidance in the area of staffing.

Recommendation 8

Up to ten percent of the moneys generated under the public art ordinance should be used for curatorial services and the preservation and maintenance of public artworks in the City collection. Until sufficient funds are generated by the ordinance to pay for these activities, the needed funds should be allocated from the City's Parks and Recreation operating budget.

Maintenance, or rather the lack of maintenance, is a significant problem in most public art programs. Public art tends to have very specific and detailed requirements for ongoing care and few programs have been successful in instituting regular procedures for curatorial services and preventive maintenance for the collections. Usually, this has arisen from a dependence on the General Fund to provide the moneys to support these activities. Almost inevitably, a significant deferred maintenance backlog develops. Typically, the maintenance program devolves to a "wait until it falls apart and then try to identify funds to fix it" approach.

It is the consultants' recommendation that up to ten percent of the total public art allocation be set aside in a separate account within the public art fund. These moneys will, in effect, "endow" each work with a sum of money that can be used to provide for the perpetual care of the artwork. The maintenance account should be thought of as a pool of funds that can be tapped for any artwork restoration, including works in the city collection prior to the public art ordinance. These moneys should primarily be used for curatorial services and specialized restorations. Routine maintenance should be incorporated into the maintenance protocols for each Department where the procedures are routine and can

be done by department maintenance personnel, in accordance with the artists' recommended maintenance plans.

Recommendation 9

To the extent permitted by law or the requirements of grants or applicable bond resolutions, moneys appropriated under the public art ordinance should not be required to be spent on the projects that generated them. Project moneys should be able to be pooled and expended for any public art project in the City.

One of the strongest sentiments expressed during the planning process was the belief that the program should have the greatest flexibility in the use of the public art dollars, so that the very best projects can be developed. In some cases, the underlying project will not be appropriate for public art treatment, or the amount generated will be too small to do a meaningful project. In each of these instances, the public art allocations should be "pooled" and directed toward other, more promising projects.

This recommendation inevitably raises the question of the impact of the public art program on various projects. The intention of this program is not to be "a tax on capital projects to support public art activities." And, ideally, when it is appropriate to spend the art moneys on the project that generated them, then the public art program should be thought of as a reallocation of the budget of the project, rather than an additional expenditure. In other words, it is 2% of 100%, not 2% over 100%. Clearly, that argument is less able to be sustained when the money is moved into the pooled funds and expended on other projects. Perhaps, it is easier to envision this program as being 2% of the overall eligible capital program. Obviously, the dedication of 2% for art will come at the expense of some other elements, but in many cases, the art program will focus on the floors or the wall treatments or other elements and will not be an added burden to the capital projects.

Recommendation 10

Pooled moneys in the public art trust fund should be able to be expended for artist-initiated projects on City sites, as well as for seed money for artists' fees to initiate partnerships with public and private entities for public art and aesthetic improvements.

The greatest advantages of the pooling of the public art funds are that it becomes possible to fund artist-initiated projects that are not associated with a particular CIP site. In these instances, some of the most innovative projects can be expected, when artists are freed from the normal constraints of a capital project. With pooled funds, it also becomes possible to use the public art moneys as “seed” moneys to provide incentives to private developers to include public art in their developments. In some cases, a relatively small grant to bring an artist on board will reap a major commitment by the developer to a significant public art element in the public spaces of an otherwise private project.

Recommendation 11

Under the public art ordinance, all City agencies shall include, in applications for outside funding for capital projects, a request for public art funds as a reimbursable expense.

Most federal, state and non-governmental funding agencies honor local code requirements with respect to reimbursing expenditures for public art, provided that the original grant request includes a request for reimbursement for art. Conversely, they will generally disallow public art expenditures if they were not spelled out in the original grant request or application. It is the consultants’ recommendation that all City Departments who are seeking outside funding for capital projects be required to include a request for reimbursement for expenditures for public art funds. If the granting agency denies the art reimbursement, then the art component can be dropped, but at least the denial will not arise from a failure on the part of the City to make the request.

Recommendation 12

Day-to-day oversight of the public art program should be accomplished by a Public Art Committee, which shall be appointed by City Council on recommendation of the Arts Commission.

The City should establish a Public Art Committee. This Committee should have responsibility for the day-to-day oversight of the public art program, working with the Public Art Coordinator. The Committee should be composed of seven members, of which two shall be current

members of the Arts Commission. The remaining five members should be appointed by the City Council, upon recommendation from the Arts Commission. These members should be chosen for their background, knowledge and expertise in the areas of public art, architecture and urban design and art history. There should be no requirement that the appointed members be residents of the City of Santa Cruz. Committee members should serve without financial compensation.

This Committee will be responsible for developing the annual public art plan for submission to the City Council. They will be responsible for appointing artist selection panels for various projects and reviewing the panel recommendations for transmittal to the Arts Commission. They will advise the Public Art Coordinator on all aspects of the implementation of the public art program.

Recommendation 13

The Public Art Committee should develop on an annual basis a public art projects plan for the upcoming year.

Each year as part of the City's capital program budget development, the Public Art Committee should create a public art plan for the upcoming year. This plan should update all currently active projects and recommend priority public art projects in the next fiscal year. This annual plan should be the primary tool by which the Committee translates its overall vision for the program into an action plan of individual projects. It should also be the primary communication vehicle by which the Committee communicates the implementation of the program to the Arts Commission, the City Council and other City Departments, as well as the general public. The development of this plan should be an important opportunity for the Committee to consult with the various City Departments, the public and public art program stakeholders, including local artists.

Recommendation 14

Opportunities for community participation in the public art program and process should be given the highest priority.

Probably the most reliable predictor of the success of this program will be the degree to which the public art program engages the public and the

communities with an interest in the individual art projects. This program, more than any other administered by the City, can open an avenue for direct citizen participation in the design of their neighborhoods. Involving the community in this way can be a powerful tool in building consensus about the nature of the City's public works projects and overcoming the "NIMBY" syndrome ("not in my back yard!") that often plagues public works projects. In many successful public art programs, the artists are the first members of the design team to begin work with the community, conducting workshops and community meetings to introduce projects and assist in assessing community perceptions and expectations.

Recommendation 15

Provision should be made for adequate staffing of the public art program.

No public art program can operate without staffing and no public art program can hope to succeed without adequate staffing. Public art projects require intensive coordination, from promoting the public involvement in the early stages of a project, to the conducting of national artist selection processes, to negotiating a contract with the artist, to assisting the artist to develop and refine the project proposal and budget, to facilitating the artists' collaboration with the other design professionals on the team, to the myriad other tasks that comprise a public art project.

The consultants recognize that the addition of permanent staff is not easily done. Therefore the department should explore alternative ways of staffing the program. These may include reassigning existing staff into more efficient configurations to accomplish the necessary work. Alternatively, it may be possible over the first few years to use contract project managers on a case-by-case basis.

Recommendation 16

After the proposed public art program has been successfully implemented on public sector projects, the City should study the potential of extending the program to certain private sector developments.

A number of persons interviewed during the research phase of this planning process indicated their belief that the provisions of the percent-

for-art should be extended to private development in the City. And, there is no doubt that the cumulative impact of private development on the cityscape is much greater than the public sector projects. For that reason, some municipalities impose the requirement on all major, non-residential development, including the City of Los Angeles. However, it is the consultants' view that two conditions must be present in order to successfully apply the public art concept to private development: 1) there must be considerable development pressure in the area, so the public art requirement does not become an additional burden that might convince the developer to move the project to another jurisdiction; and 2) there must be a high level of public acceptance of the public art concept. While the latter condition probably does exist in Santa Cruz, it is not at all clear that the first condition exists. It is recommended that consideration of this initiative be postponed for several years until the program is fully and successfully implemented in the public sector. At that time a decision can be made about whether the time is right to pursue a public art program in private development projects. What may occur in the meantime, if the experience of some other cities pertains, is that the City's public art efforts will raise the standard of expectations for all projects and the private developers will begin to include art projects voluntarily. Public art development will become the way of doing business in the city. In the interim, the public art two-percent requirement could be used in private projects by the Planning Department, in those instances where mitigation of some adverse impact of the private development is foreseen.

Recommendation 17

Public art in private development should be encouraged by the City throughout its zoning and planning approval process.

In the meantime, it is still possible for the City to actively encourage the inclusion of public art in private sector developments. The City regularly reviews plans and designs submitted by private developers for conformity with the City's zoning and planning guidelines. The Arts Commission should work with the Planning Department and Commission to develop a process for reviewing plans, particularly in instances where the developer may be seeking some variance from the prevailing zoning, to suggest or require inclusion of public art. The Arts Commission should also be available to work with the Planning Department and Commission to develop mechanisms for artist reviews of zoning policies.

Recommendation 18

The City should strongly encourage other public entities, such as the county, CalTrans, etc., which also create new public infrastructure in Santa Cruz, to make a commitment to public art in all of their projects in Santa Cruz.

No city has total control of its public spaces. Indeed, in many instances, the most visible public infrastructure, such as major highways and arterials, may be part of the jurisdiction of the county or the state. In Santa Cruz, the widening of Mission Street and the redesign of the “Fishhook” each represent major opportunities for the City to use its powers of advocacy and plan review to seek significant public art commitments from the respective agencies.

Recommendation 19

The two percent-for-art ordinance should be passed immediately, to go into effect thereafter, for all eligible capital projects appropriated after that date.

It is recognized that the current capital projects were budgeted without any assumption that there would be a two percent public art requirement. Therefore it is recommended that the ordinance not apply to current projects, but become fully effective for any capital projects appropriated by the City Council after the effective date of the ordinance. In the meantime, it is recommended that the City identify two or three highly visible capital projects in FY 98-99 to use as pilot projects in the initial implementation of the program. This will give the City some early experience with the systems and procedures recommended in this plan, without imposing an undue burden on already budgeted projects.

Recommendation 20

The Arts Commission and the City Council should adopt the Public Art Framework as a statement of the underlying philosophy and goals of the public art program.

Included with these recommendations is a document called the Public Art Framework. The goals and objectives embodied in the Framework grew out of the many opinions shared with the consultants during the research

phase. This document is intended to incorporate the spirit of the program and to articulate the reasons why the public art program can and will be beneficial to the community. It should be used as a frame of reference by the Public Art Committee and the Arts Commission as they grapple with the many issues that will arise as the program is implemented. It should be adopted by the Arts Commission and City Council as part of the acceptance of the Public Art Master Plan. Periodically, the Arts Commission should revisit the Framework with the idea of updating and amending it in light of changing conditions and opportunities.

Recommendation 21

The Arts Commission should adopt the accompanying program guidelines, policies and procedures to ensure consistent administration of the program.

Every public art program needs structure: operating guidelines, policies and procedures, contracts and other systems that will ensure the consistent and balanced implementation of the program. A complete set of these documents, written for consistency with the proposed ordinance and program recommendations has been included in the final plan. These guidelines, policies and procedures should be adopted by the Arts Commission and the City Council to govern the implementation of this program. Like the Framework, they should be visited periodically for review and amendment as new challenges and opportunities arise.

Recommendation 22

The City should embark on an overall arts and cultural master plan for the City.

In a certain sense, the development of this Public Art Master Plan happened out of sequence. Commonly, cities will develop a general cultural plan for the community before embarking on specific plans, like public art. Public art is only a small part of the cultural life of Santa Cruz. While there is, indeed, an extraordinary concentration of highly talented professional visual artists in the area, the performing and literary arts are equally impressive and equally important to the cultural life of the City. It is important that the City also begin planning efforts to chart the future development of the performing and literary arts in the region.

Fortuitously, an important opportunity to accomplish this is on the horizon. With the support of the Packard Foundation, a joint committee sponsored by the Cultural Council of Santa Cruz County and the Community Foundation of Santa Cruz County, has been formed to articulate a vision and develop goals for the future of arts and culture in Santa Cruz County. Discussions are currently underway; among consideration is the development of a cultural plan. Ideally, the City planning process would occur as an integral part of a broader county-wide process.

Recommendation 23

The Arts Commission should present a status report on the Public Art Program to City Council every two years.

The public art program and the City's urban design issues are constantly changing and evolving. It is therefore important the City Council be informed of the public art program on a regular basis so they are able to evaluate the program in light of changes in the City's broader policies and objectives.

Proposed Public Art Ordinance

Proposed Public Art Ordinance

ORDINANCE NO. _____

AN ORDINANCE ADDING _____ TO THE SANTA CRUZ MUNICIPAL CODE AUTHORIZING THE ALLOCATION OF 2% OF ELIGIBLE CITY CAPITAL IMPROVEMENT PROJECTS COSTS FOR THE COMMISSIONING OF PUBLIC ART; ESTABLISHING A METHOD OF CALCULATING PUBLIC ART APPROPRIATIONS; CREATING A PUBLIC ART FUND; AND ESTABLISHING A PUBLIC ART COMMITTEE.

The City Council of the City of Santa Cruz does ordain as follows:

Chapter ___ is hereby added to the Santa Cruz Municipal Code to read as follows:

Chapter ___ – PUBLIC ART PROGRAM

Section 1: Intent and Purpose. The City Council of the City of Santa Cruz accepts responsibility for expanding the opportunities for its citizens to experience public art and for the enhancement of the City’s public spaces with works of art. The City further recognizes the substantial economic benefits to be gained through the aesthetic enhancement of its public spaces. A program is hereby established to direct the inclusion of works of art in public spaces throughout the City and/or the design services of artists in certain City Capital Improvement Projects.

Section 2. Definitions. As used in this Chapter the following terms shall have the following definitions:

(a) “Eligible Capital Improvement Project” means any capital improvement paid for wholly or in part by funds appropriated by the City to construct or remodel any building, decorative or commemorative structure, parking facility, park, highway or arterial, road beautification, bridge or pedestrian overpass, beach restoration, sidewalk, bikeway, or above-grade utility. Specifically excluded from this definition are street resurfacing or below-grade utilities. Remodel shall include any project that

enlarges, substantially modifies or creates a new use for a facility, but shall not include projects that are purely maintenance or restoration in nature.

(b) “Eligible Construction Costs” shall mean the entire project budget, excluding land acquisition, demolition, soils remediation or hazardous materials removal and legal costs.

(c) “Public Art” includes original works of art in any medium created for placement in public places, or integrated projects where the artwork is a part of the underlying architecture, landscape design or site. This term does not include items of standard manufacture, reproductions or architectural elements unless designed by a professional visual artist. Public art encompasses the broadest range of expression, media and materials. Works may be permanent, temporary or functional. Public art projects under this ordinance shall not be limited to sites in the City capital improvement plan, but may occur in any public location in the City and may be used as incentives for commitments of public art in private sector developments.

(d) “Annual Public Art Plan” means a prioritized list of public art projects to be approved by the City Council concurrent with the adoption of the annual CIP budget, and developed by the Public Art Coordinator in coordination with the various City departments and in consultation with the Public Art Committee.

(e) “Public Art Committee” means a City Committee comprised of seven members. At least two, but no more than three, members of this Committee shall be members of the Arts Commission. The remaining members shall be nominated by the Arts Commission and appointed by the City Council. They will be chosen for their demonstrated background, education and expertise in the visual arts, public art, architecture and related design professions, art history or art criticism.

(f) “Public Art Coordinator” shall mean the person responsible for the day-to-day implementation of this ordinance. The Coordinator may be a contract consultant, a permanent City staff person if authorized by the City Council, or the City Manager or designee.

Section 3. Funding.

(a) Appropriations for City capital improvement projects, including eligible bond projects, eligible grant-funded projects and other eligible capital projects funded from other sources, shall include an amount equal to two percent (2%) of the total eligible construction costs, to be used for artist design services and for the selection, commission, acquisition and display of artworks, for related education programs, for the maintenance of City artworks, and for the administration of the public art program.

Bond funds shall be appropriated and accounted for in the respective bond capital project accounts.

(b) Once appropriated by the City Council, public art moneys shall be transferred by the City Manager or his designee, into a separate account, designated the Public Art Fund. In addition to receiving moneys for City public art, this Fund shall also be authorized to accept gifts, grants and donations made to the City for works of art. This fund shall be automatically carried over from year to year unless specifically terminated by the City Council. Expenditures from this account shall be made in accordance with the Annual Public Art Plan through appropriations approved by Council for each public art project.

(c) Funds appropriated for one capital improvement project, but not deemed necessary or appropriate by the Arts Commission in whole or in part for that project, may be expended on other public art projects approved under the annual Public Art Plan, subject to any legal or grant restrictions. The moneys appropriated under this Chapter may be used for artist design services, for the development of design concepts and models, for the selection, acquisition, purchase, commissioning, placement, installation, exhibition, and display of artworks. Artworks may be temporary or permanent, may be integral to the architecture or may be incorporated into the City construction project. Integration of the artists' design concepts into the project architecture should be ensured, insofar as is feasible, by the concurrent selection of the artist(s) with the architect or project designer.

(d) In the case of any City capital project which involves the use of grant or City bond proceeds issued after the effective date of this Chapter, amounts for artist design services and artworks described in this Chapter shall be used for projects and capital purposes consistent with applicable state and federal laws. All capital improvement project bond ordinances, resolutions, or grant applications approved after the effective date of this Chapter shall make specific reference to the provisions of this Chapter.

(e) Unless restricted by the City Council, any applicable bond resolution or ordinance, local, state or federal law, or the conditions of a granting authority, moneys generated under this Chapter may be pooled by the Council and expended for any public art and design project in the City, subject to inclusion in the Annual Public Art Plan. There shall be no general requirement that moneys be expended on the specific projects that generated the moneys. Pooled moneys may be used as seed money for artists' fees to initiate partnerships with private and other public entities to provide public art and aesthetic enhancements in the City.

(f) All City departments shall, from the effective date of this Chapter, include in all applications for funding for capital improvement projects to outside granting

organizations or governmental agencies, an amount equal to two percent (2%) of eligible construction costs for artist design services and artworks as specified herein, unless the granting agency precludes an application for such funding. Notwithstanding this provision, the Director of the Redevelopment Agency may, after consultation with the Arts Commission, propose an exemption or reduction in the two percent art requirement, where the imposition of that requirement would impose an unnecessary burden on the redevelopment project. Exemptions or reductions of the two percent requirement shall be reviewed and approved by the City Council

(g) If the source of funding or other applicable law or regulation with respect to any particular capital improvement project or portion thereof, prohibits or restricts the use of the 2% dedication of such funds for art in public places, this Chapter shall not apply to those funds so prohibited or restricted.

(h) The minimum amount to be appropriated for artist design services and artworks shall be the total eligible construction costs multiplied by 0.02. This calculation shall be made by the City division or department, in consultation with the Public Art Coordinator, prior to the time of the appropriation for the City's capital plan.

(i) An amount up to to fifteen percent (15%) of the eligible public art allocation (which is 0.003 of the total eligible construction costs) may be used for project support and community participation activities. This may include staffing, artist selection-related costs, identifying plaques, insurance, project consultants, design/proposal/maquette costs, documentation, publicity, community education activities and other purposes as may be deemed appropriate for the administration of the program.

(j) An amount up to to ten percent (10%) of the eligible public art allocation (which is 0.002 of the total eligible construction costs) may be set aside in a separate account within the Public Art Fund for curatorial services and the preservation and maintenance of City artworks. The Arts Commission may require that any artworks needing extraordinary operations or maintenance costs be reviewed by the appropriate City department director prior to recommendation to the City Council. The Arts Commission shall also be responsible for conducting an insurance and maintenance survey, updated at least every five (5) years, of the condition of City artworks. This survey shall include a condition report on each work, prioritized recommendations for the restoration or repair and maintenance of artworks, and estimated costs. Such repair and maintenance shall comply with any contractual obligations which may have been entered into by the City in the acquisition of the artworks. Expenditures of moneys in the art maintenance and project support accounts shall be annually recommended by the Arts Commission and included in the annual budget submitted to the City Council.

Section 4. Public Art Program Administration.

(a) The Public Art Coordinator shall work with the various City Departments to develop the Annual Public Art Plan, which shall be created in consultation with the Public Art Committee. In developing this plan, all ongoing and new capital improvement projects shall be reviewed for their appropriateness for public art treatment. The Annual Public Art Plan shall describe in detail each proposed public art project for the upcoming year, with proposed budgets, artwork locations, project schedules and recommended design approaches. This plan will be reviewed and amended as appropriate by the Arts Commission prior to submittal to the City Council for final approval. The Annual Public Art Plan shall be submitted to the City Council concurrently with the annual Capital Improvement Program budget submission to the City Council.

(b) The Public Art Committee shall have responsibility for the oversight of the public art program. This Committee shall consult in the development of the Annual Public Art Plan, develop each public art project including appointing selection panels for public art projects, reviewing recommended artists and artwork proposals, recommending artworks and artists to the Arts Commission and monitoring the progress of public art projects, working with the Public Art Coordinator.

Section 5. Severability.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Program Guidelines

1.0 PURPOSE

These guidelines are adopted by the City of Santa Cruz Arts Commission for the purpose of establishing procedures for implementing the Public Art program recommended in the Public Art Master Plan and adopted as Ordinance No. _____, passed by the City Council on _____.

2.0 GOALS

The primary goals of the public art program are to create a better visual environment for the citizens of City of Santa Cruz, to integrate the design work of artists into the development of City public works projects, and to promote tourism and economic vitality of the City through the enhancement of public spaces. Specifically, the Public Art program seeks:

- 2.1 To develop a public art program that reflects Santa Cruz's unique and diverse history, citizenry and geography.
- 2.2 To create public art projects that support and advance the urban design and community development goals of the city.
- 2.3 To create a public art program that does not link the public art funds to specific projects, enabling the program to approach all parts of the City as appropriate settings for public art.
- 2.4 To develop a public art program that fosters innovation and promotes artistic excellence.
- 2.5 To make an investment in developing the ability of local artists to successfully participate in the public art program.
- 2.6 To create a public art program that promotes integration of the public art with the underlying architecture and landscape.
- 2.7 To develop a broad base of community and institutional sponsorship and support for the public art program.

- 2.8 To cultivate and develop existing and new audiences for the public art program.
- 2.9 To ensure a program of long-term care and maintenance of the public art collection as it develops and grows.

3.0 DEFINITIONS.

- 3.1 **Public Art Plan** means a prioritized list of public art projects, with budgets and recommended design approach, updated on an annual basis by the Public Art Committee in consultation with City agencies anticipating capital improvements projects. This Plan will be approved by the Arts Commission and presented annually to the City Council.
- 3.2 **Artwork** means works in a variety of media produced by professional visual artists. The public art program should encompass the broadest possible range of expression, media and materials. Works may be permanent or temporary, functional or non-functional.
- 3.3 **Artist Design Services** means professional services by visual artists to develop designs for artworks or other architectural, landscape or urban design elements, either individually or as a member of a project design team.
- 3.4 **Public Art Committee** means a qualified citizen committee appointed by the City Council, on approval of the Arts Commission, to oversee the City's public art program and to conduct the design review functions mandated by the City. This Committee shall be responsible for developing the annual Public Art Plan, ensuring the quality of the artworks created under the program, and developing budgets and scope of individual public art projects. The Committee shall be advisory to the Arts Commission and shall be chaired by a member of the Arts Commission. The Committee should be comprised of artists, arts professionals, architects, designers, collectors and other persons who are qualified to oversee a public art program and to perform the design review functions. The Committee should be composed of seven members, of which two shall be current members of the Arts Commission. The remaining five members should be appointed by the City Council on approval of the Arts Commission. Committee members should serve staggered three

year terms. No member of the Committee shall serve more than two consecutive full terms, plus any partial term to which the member may be appointed. Public Art Committee members shall serve without compensation.

- 3.5 **Acquisition** means the inclusion of an artwork in the permanent City Art Collection, whether by means of commissioning, purchase, gift or any other means.
- 3.6 **Accessioning** means the steps taken by the Arts Commission to designate and record an artwork as part of the City Art Collection.
- 3.7 **Deaccessioning** means the removal of an artwork from permanent display, whether it is disposed of by the City or not.
- 3.8 **Professional Visual Artist** means a person who has established a reputation of artistic excellence, as judged by peers, through a record of exhibitions, public commissions, sale of works or educational attainment.
- 3.9 **Public Art Trust Fund** means a separate account into which public art allocations are transferred when funding for various CIP projects are appropriated by the City Council.

4.0 FUNDING.

4.1 Development of Annual Public Art Plan.

- 4.1.1 The Arts Commission staff shall review with the Budget Office all planned capital improvement projects to determine if they are eligible for public art treatment. In general, projects should be identified as early as possible, prior to appropriation by the City Council and, whenever possible, prior to the selection of the project architect.
- 4.1.2 The Budget Office shall make the 2% public art calculation for inclusion in the project budgets, in consultation with Arts Commission staff. The 2% public art calculation shall be equal to 2% of the total CIP project cost, if the project is determined to be eligible.
- 4.1.3 The Arts Commission staff shall review, with the Budget Office and the staff of various City Departments, the

projected capital project allocations and shall confirm that appropriations for art have been made and moneys transferred into the Public Art Fund. Normally this transfer will take place at the time that the City Council authorizes expenditure of funds for a given capital project.

- 4.1.4 The Arts Commission staff shall discuss each eligible project with the assigned architectural and departmental staff to develop a project description, budget and timeline.
- 4.1.5 The Arts Commission staff shall present upcoming capital projects to the Public Art Committee which will, on an annual basis, create the Public Art Plan. This plan shall include the proposed art projects, establish the art budgets, recommend the specific approaches to art in each of the projects and define the artist selection processes.
- 4.1.6 The annual Public Art Plan shall be presented to the Arts Commission for review, modification, adoption and transmittal to the City Council.
- 4.1.7 The Arts Commission shall present the annual Public Art Plan for review and comment to the City Council. This presentation shall take place consistent with the schedule for adoption of the City capital budget each year.
- 4.1.8 The Arts Commission may, from time to time during the course of the year, modify the Public Art Plan. The City Council shall review any significant proposed changes in sites or dollar allocations in the approved Public Art Plan.

4.2 **Uses of Funds.**

4.2.1 Inclusions

- a) Funds from eligible construction projects shall be allocated within the Public Art Fund for artist design services and the acquisition or commissioning of artworks for the City Art Collection. Moneys in this category may be expended for artist design fees, proposals/ drawings/ maquettes, artist travel and expenses, artwork purchase, commission or acquisition, artwork fabrication or materials, shipping

and crating, insurance, architect or other designer fees if the project is a collaboration, engineering fees, installation or placement of artworks, site preparation, framing, exhibition or display of artworks, or other purposes deemed necessary by the Arts Commission for the implementation of the program.

- b) Up to fifteen percent (15%) of the funds from eligible construction projects may be allocated within the Public Art Fund for program support costs and community education activities. Moneys in this category may be expended for artist selection costs, travel and honoraria for panelists, project consultants, identifying plaques, documentation, public amenities, dedications, advertising and publicity, community education activities, contracted services and other purposes deemed necessary by the Arts Commission for the administration of the program.
- c) Up to ten percent (10%) of the funds from eligible construction project shall be allocated within the Public Art Fund for curatorial services and for the preservation and maintenance of the City Art Collection, including the development of a survey and condition report at least once every five years.
- d) It is the policy of the Arts Commission that the City will contract with, and make payments to artists, rather than galleries or artists' agents.

4.2.2 Eligible Artworks.

It is the policy of the Arts Commission that all artworks commissioned or acquired under the public art program be designed or the process facilitated by professional artists. Such artworks may include, but are not limited to, the following:

- a) Sculpture: free-standing, wall supported or suspended; kinetic, electronic; in any material or combination of materials.

- b) Murals or portable paintings: in any material or variety of materials, with or without collage or the addition of non-traditional materials or means.
- c) Earthworks, fiberworks, neon, glass, mosaics, photographs, prints, calligraphy, any combination of forms of media including sound, literary elements, film, holographic images, and video systems; hybrids of any media and new genres.
- d) Furnishings or fixtures, including but not limited to gates, railings, streetlights, signage, seating, if created by artists as unique elements or limited editions.
- e) Artistic or aesthetic elements of the overall architecture or landscape design if created by a professional artist or a design team that includes a professional visual artist.
- f) Temporary artworks or installations, if such artworks serve the purpose of providing community and educational outreach purposes.
- g) Media artworks, including video and film or other forms of electronic artworks.
- h) The incremental costs of infrastructure elements, such as soundwalls, utility structures, roadway elements and other items if designed by an artist or design team that included an artist as a co-designer.

4.2.3 Ineligible Artworks.

- a) "Art objects" which are mass produced or of standard manufacture, such as playground equipment, fountains or statuary elements, unless incorporated into an artwork by a project artist.
- b) Reproductions, by mechanical or other means, of original works of art, except in the cases of film, video, photography, printmaking or other media arts.

- c) Decorative, ornamental, architectural or functional elements which are designed by the building architect, as opposed to elements created by an artist commissioned for that purpose.
- d) Landscape architecture and landscape gardening except where these elements are designed by a professional visual artist and/or are an integral part of the artwork by the artist.
- e) Services or utilities necessary to operate and maintain an artwork over time.

5.0 RESPONSIBILITIES.

5.1 The City Council shall:

- 5.1.1 Review and approve the annual Public Art Plan presented by the Arts Commission.
- 5.1.2 Appropriate moneys to the Public Art Fund as part of the annual capital budgeting process.
- 5.1.3 Approve form contracts for various methods of purchase of design services and artworks.

5.2 The Arts Commission shall:

- 5.2.1 Have overall responsibility for managing the program, including recommending rules, regulations, policies and guidelines, consistent with the public art ordinance, to the City Council.
- 5.2.2 Monitor the overall development of the City art program, including ensuring that Santa Cruz-based and regional artists are represented in the program and ensuring that the program is reflective of community diversity.
- 5.2.3 Provide for the care and maintenance of artworks, including the development of regular surveys of the condition of the collection.

- 5.2.4 Approve the annual Public Art Plan based on the Public Art Committee recommendations and present the plan to the City Council.
 - 5.2.5 Recommend the members of the Public Art Committee to City Council.
 - 5.2.6 Approve a pool of artist selection panelists based on recommendations from the Public Art Committee.
 - 5.2.7 Review and approve the recommendations of artists from the artist selection panels, following Public Art Committee review and recommend dollar amounts of contracts.
 - 5.2.8 Review and approve proposed gifts and long-terms loans of public art to the City (when the proposed loan or gift is valued in excess of \$2,500 based on a professional appraisal supplied by the donor), upon recommendation from the Public Art Committee. If the gift's value is under \$2,500, the Arts Commission will choose a process by which they can evaluate the work.
 - 5.2.9 Oversee the process of deaccessioning artworks from the City art program.
 - 5.2.10 Periodically review and recommend changes in the public art ordinance, policies, guidelines and procedures to the City Council.
- 5.3 **The Public Art Committee** shall:
- 5.3.1 Develop the annual Public Art Plan, with budgets, approaches to art, selection processes and timelines for projects.
 - 5.3.2 Oversee the development of, and review, the maintenance survey of the condition of the City art collection.
 - 5.3.3 Review proposed loans, donations and gifts of artworks to the City and long-term exhibitions on City-owned property and make recommendations to the Arts Commission.
 - 5.3.4 Develop a concise written charge to each artist selection panel which outlines the project objectives and parameters, a

suggested approach to the art selection (including a recommendation of honoraria for artist designs), without limiting the artists or artworks the panel may consider and which designates whether or not the project is intended to be a design collaboration.

- 5.3.5 Recommend a pool of artist selection panelists to the Arts Commission.
- 5.3.6 Review and recommend to the Arts Commission the results of the artist selection panels. Should the Public Art Committee not approve an artist selection, the Committee shall refer the matter back to the artist selection panel for further consideration. This referral shall be accompanied by a written statement regarding why the matter has been referred back to the Panel. Should the Arts Commission not approve an artist or artwork recommendation made by the Public Art Committee, it shall refer the matter back to the Public Art Committee for further consideration. The Public Art Committee may alter its prior recommendation by a majority vote or it may reaffirm its prior recommendation by a two-thirds vote. In the event of a reaffirmation of the original recommendation by a two-thirds vote, the recommendation of the Public Art Committee shall be final.
- 5.3.7 Periodically review and recommend changes in the public art ordinance, policies, guidelines and procedures to the Arts Commission.
- 5.4 **The City Department** with an eligible capital improvement project shall:
 - 5.4.1 Determine, in consultation with the Arts Commission which projects are eligible for art treatment, the amount of public art money available and whether the project is appropriate for a design collaboration.
 - 5.4.2 Provide the Arts Commission with information on the capital improvement program, budgets and schedules.
 - 5.4.3 Designate a departmental representative to participate in the artist selection process, when appropriate.

- 5.4.4 Inform the project architect of the artist involvement in the capital improvement project and the method of artist selection.
- 5.4.5 Review the maintenance needs survey for artworks owned by the Department.

5.5 **The Artist Selection Panel** shall:

- 5.5.1 Be composed in most cases of five voting members including one member of the Public Art Committee, two artists or arts professionals (designer, curator, collector, public art administrator, etc.), one representative from the City Department at which the project will be located and one representative from the community. The artist selection panel may also include one or more non-voting advisors, including a) the project architect, b) the project manager, and c) other persons deemed appropriate by the Public Art Committee or the Arts Commission staff. The composition of each Artist selection panel will depend on the nature of each project and site. When the art budget for a project exceeds \$50,000, normally one panelist will be a nationally recognized public artist or public art professional.
- 5.5.2 Be chaired by the Arts Commission member or Public Art Committee member.
- 5.5.3 Develop the project based on the charge from the Public Art Committee, including site, medium/media, scope of project, method of artist selection, local/regional/national significance of the project, and other relevant considerations.
- 5.5.5 Review the credentials, prior work, proposals and other materials submitted by artists for the project.
- 5.5.6 Recommend to the Public Art Committee an artist or artists to be commissioned for the project, or who will be engaged to join the design team for the project, or whose existing work is to be purchased for the project.
- 5.5.7 Respond to the charge of the Public Art Committee, outlining how the selection of the artist(s) or artwork meets the criteria for the project.

5.5.8 Be sensitive to the public nature of the project and the necessity for cultural diversity in the public art program.

5.6 **The Artist(s)** shall:

5.6.1 Submit credentials, visuals, proposals and/or project materials as directed for consideration by the artist selection panel.

5.6.2 Conduct necessary research, including attending project orientations and touring project sites, when possible.

5.6.3 If selected, execute and complete the artwork or design work, or transfer title of an existing artwork, in a timely and professional manner.

5.6.4 Work closely with the project manager and/or other design professionals associated with the project.

5.6.5 Submit to the Public Art Committee, or to Arts Commission, as appropriate, any significant changes in the scope of the project, color, material, siting or design of the approved artwork.

5.6.6 Make a public presentation, conduct a community education workshop, or do a residency at an appropriate time and forum in the community where the artwork will be placed, as required by the contract.

5.7 **Conflicts of Interest**

Artists (or members of their immediate families) serving as members of the Arts Commission, the Public Art Committee, or City employees may not be commissioned under, or receive any direct financial benefit from, any City public art project during the term of their tenure on the Arts Commission or the Committee. This restriction shall extend for a period of one year following Arts Commission or Public Art Committee membership and shall extend indefinitely for any specific projects which were reviewed or otherwise acted upon during the artist's membership on the Arts Commission or its Public Art Committee. An artist serving on an Art Selection Panel may not be considered for that project, but may

be eligible for other projects. Members of the Art Selection Panels declare any conflict of interest and abstain from voting if a conflict of interest arises.

6.0 SELECTION OF ARTISTS

Selecting the "appropriate" artist, whether to create a discrete artwork or to participate in a design collaboration, is the single most important decision in the public art process. Special care must be taken in all aspects of artist selection in order to ensure the best possible public art project, taking into account the goals of the project, the community served, the nature of the site, and the other members of the design team.

6.1 **Eligibility Requirements** for each project will be established by the Public Art Committee.

6.1.1 Artists will be selected on the basis of their qualifications as demonstrated by past work, appropriateness of the proposal to the particular project and its probability of successful completion.

6.1.2 Specifically excluded are artworks done by students under the supervision of art instructors or done to satisfy course requirements; artworks by the design architect (or other relevant professionals or members of the project design firm); artworks by City employees; and works by artists who are members of, or related to, staff or members of the Arts Commission, the Public Art Committee or the artist selection panel for the project.

6.1.3 In general, selection of artists will be without regard to race or gender of the artist.

6.1.4 Normally, selections will involve commissioned work by living artists. In general, the purchase of existing works will not be considered, unless there are extraordinary circumstances that make this approach advisable for a particular project.

6.2 **Methods of Selecting Artists.**

- 6.2.1 Direct Selection – artist(s) chosen directly by the artist selection panel. Generally, direct selection will not be employed except on those projects where an open or limited call for entries would be inappropriate or impractical, such as a very urgent project timeline or very specific project requirements.
- 6.2.2 Limited Competition – artists invited by the artist selection panel to submit credentials or proposals
- 6.2.3 Open Competition – any artist may submit credentials or proposals, subject to any requirements established by the artist selection panel or the Public Art Committee. Calls for entries for open competitions will be sufficiently detailed to permit artists to determine whether their work is appropriate to the project under consideration.
- 6.2.4 Mixed Process – any combination of the above approaches.

6.3 **Criteria for Selection of Artists or Artworks.**

- 6.3.1 Quality – of highest priority are the design capabilities of the artist(s) and the inherent quality of the artwork(s).
- 6.3.2 Media – all forms of visual arts may be considered, subject to any requirements set by the artist selection panel or the Public Art Committee.
- 6.3.3 Style – artworks of all schools, styles, and tastes should be considered for the City art program.
- 6.3.4 Nature – artworks should be appropriate in scale, material, form and content for the immediate social and physical environments with which they relate.
- 6.3.5 Permanence – consideration should be given to structural and surface integrity, permanence and protection of the artwork against theft, vandalism, weathering, excessive maintenance and repair costs.
- 6.3.6 Elements of design – consideration should be given to the fact that public art is a genre that is created in a public context and that must be judged by standards that embrace

factors other than the aesthetic, including public participation, social and political attitudes, and functional considerations. Public art may also serve to establish focal points; terminate areas; modify, enhance or define specific spaces; establish identity; or address specific issues of urban design.

- 6.3.7 Public liability – artworks should be examined for unsafe conditions or factors that may bear on public liability.
- 6.3.8 Diversity – the Public Art Program should strive for diversity of style, scale, and media. The program will also strive for an equitable distribution of artworks throughout the City, subject to sources of project funding.
- 6.4 The artist selection process and acquisition policies should ensure that the interests of all concerned parties are represented, including the public, the arts community and the City Department.

7.0 CITY ART COLLECTION REVIEW STANDARDS.

- 7.1 At least once in every ten-year period, the City Art Collection should be evaluated, by the Public Art Committee or an independent agency, for the purposes of collection management and in order to assess the collection's future. The City shall retain the right to deaccession any work of art acquired by the City, regardless of the source of funding for the particular artwork, unless prohibited by contract.
- 7.2 A review process shall be established by the Public Art Committee to meet the following objectives:
 - 7.2.1 Establish a regular procedure for evaluating artworks in the City Art Collection.
 - 7.2.2 Establish standards for the acquisition of artworks by the City.

- 7.2.3 Insure that deaccessioning of artworks is governed by careful procedures.
- 7.2.4 Insulate the deaccessioning process from fluctuations in taste – whether on the part of the City, the Arts Commission or the public.
- 7.3 A review process for acquisitions to the City Art Collection shall use the following criteria:
 - 7.3.1 Acquisitions should be directed toward artworks of the highest quality.
 - 7.3.2 Acquisition of artworks into the City Art Collection implies a commitment to the ongoing preservation, protection, maintenance, and display of the artworks for the public benefit.
 - 7.3.3 Acquisition of artworks, whatever the source of funding, should imply permanency within the City Art Collection, so long as the physical integrity, identity, and authenticity are retained, and so long as the physical sites for the artworks remain intact.
 - 7.3.4 In general, artworks should be acquired without legal or ethical restrictions as to future use and disposition, except with respect to copyrights and any other clearly defined residual rights that are incorporated into the contracts with the artist(s).
 - 7.3.5 A legal instrument of conveyance, transferring title of the artwork and clearly defining the rights and responsibilities of all parties, should accompany all acquisitions. Complete accession records should be created and maintained for all artworks.
 - 7.3.6 Deaccessioning should be a seldom employed action that operates with a strong presumption against removing artworks from the City Art Collection.
- 7.4 Artwork may be considered for review toward deaccessioning from the City Art Collection if one or more of the following conditions apply:

- 7.4.1 The site for the artwork has become inappropriate because the site is no longer accessible to the public or the physical site is to be destroyed or altered in a significant way.
 - 7.4.2 The artwork is found to be fraudulent or not authentic.
 - 7.4.3 The artwork possesses demonstrated faults of design or workmanship.
 - 7.4.4 The artwork causes excessive or unreasonable maintenance.
 - 7.4.5 The artwork is damaged irreparably, or to an extent where repair is unreasonable or impractical.
 - 7.4.6 The artwork represents a physical threat to public safety.
 - 7.4.7 A suitable place for display of the artwork no longer exists.
 - 7.4.8 The artwork is not, or is rarely, displayed.
 - 7.4.9 A written request for deaccessioning has been received from the artist.
- 7.5 Unless there is a significant issue of public safety, or the site for a public artwork has been lost, no artwork will be considered for deaccessioning unless the artwork has been in the City Art Collection for a minimum of ten years.

8.0 PROPOSED GIFTS OR LOANS OF ARTWORKS TO THE CITY.

- 8.1 A review process shall be established by the Public Art Committee to meet the following objectives:
 - 8.1.1 Provide uniform procedures for the review and acceptance of gifts or loans of artworks to the City.

- 8.1.2 Vest in a single City agency the responsibility for insuring the management and maintenance of the City Art Collection.
 - 8.1.3 Facilitate planning for the placement of artworks on City-owned property.
 - 8.1.4 Maintain high artistic standards for artworks displayed in City facilities.
 - 8.1.5 Provide appropriate recognition for donors of artworks to the City.
 - 8.1.6 Protect key public sites from placement of work that is not of lasting significance to the City.
- 8.2 This review process shall use the following criteria:
- 8.2.1 Aesthetic considerations, to ensure artworks of the highest quality, based on a detailed written proposal and concept drawings for the proposal, or photographs of an existing artworks, documentation of the artist's professional qualifications and a current certified appraisal of the artwork.
 - 8.2.2 Financial considerations based on the cost of installation, sources of funding for the project, a maintenance agreement between the City and the donor, and the estimated cost of maintenance and repair over the expected life of the artwork.
 - 8.2.3 Liability associated with the artwork, based on the susceptibility of the artwork to damage and vandalism, potential danger to the public, and special insurance requirements.
 - 8.2.4 Environmental considerations, based on the physical appropriateness of the artwork to the site and the scale of the artwork. This review shall give special attention to protecting important civic places from placement of artworks that are not of lasting significance to the City.
- 8.3 Exceptions to the Review Process.

- 8.3.1 Proposed gifts of artworks which have a current appraised value of less than \$25,000.
- 8.3.2 Gifts of state presented to the City of Santa Cruz by foreign governments or by other political jurisdictions of the United States – municipal, state or national – which may be accepted by the City Council or the City administration on behalf of the City shall be reviewed as follows: Permanent placement of artworks shall be determined jointly by the appropriate City Department and the Arts Commission, subject to the approval of the City Council. Appropriate recognition and publicity shall be the responsibility of the City Agency or Department with jurisdiction over the site of permanent placement of the artwork(s). If not provided by the donor, maintenance of the artwork(s) shall be the responsibility of the Agency or Department with jurisdiction over the site, in consultation with the Arts Commission.
- 8.3.2 Artwork(s) or exhibitions loaned for display on City-owned property for ninety (90) days or less shall not be subject to the standard review process. Review and approval shall be the responsibility of the City Agency or Department with jurisdiction over the site of the display or exhibition.

9.0 ACQUISITION OF ARTWORKS BY CITY DEPARTMENTS OUTSIDE THE PUBLIC ART PROCESS.

- 9.1 Recognizing that many City facilities were developed without a public art project, City Departments are encouraged to allocate non-public art funds to enhance their offices and facilities.
- 9.2 Since the Arts Commission will have responsibility for managing and maintaining the City collection, the Arts Commission will be consulted by City Departments planning to acquire artworks with non-public art funds, if the value of the proposed artwork acquisitions exceed \$2,500.
 - 9.2.1 Proposed artwork acquisitions by City Departments will be reviewed by the Public Art Committee and approved by the Arts Commission.

9.2.2 Artworks proposals will be accompanied by the following information:

- a) Slides, photos or a model of the proposed work.
- b) Biography of the artist.
- c) Proposed site and installation plans.
- d) Cost of the artworks and budget for installation.
- e) Maintenance requirements for the work.

9.2.3 Artworks proposed for long-term loan to a City Department shall be subject to Section 8.0 above.

9.2.4 Artworks for placement in non-public areas of City facilities shall not be subject to Arts Commission review.

10.0 MAINTENANCE AND CONSERVATION OF CITY ART COLLECTION.

10.1 A review process shall be established by the Public Art Committee to meet the following objectives:

10.1.1 To ensure regular maintenance of artworks in the City Art Collection to preserve them in the best possible condition.

10.1.2 To provide for the regular inspection for condition and location of artworks in the City Art Collection.

10.1.3 To establish a regular procedure for effecting necessary repairs to artworks in the City Art Collection.

10.2 Responsibilities.

10.2.1 Artist

- a) Within the terms of the contract, the artist shall guarantee and maintain the artwork against all defects of material or workmanship for a period of one (1) year following installation.

- b) Within the terms of the contract, the artist shall provide the Public Art Committee with detailed drawings of the installation of the artworks and with detailed instructions regarding routine and extraordinary maintenance of the artwork.
- c) Within the terms of the contract, all repairs and restorations which are made to the artwork within the lifetime of the artist shall have the mutual agreement of the City and the artist, and to the extent practical, the artist shall be given the opportunity to accomplish such repairs at a reasonable fee.

10.2.2 City Departments.

- a) All routine maintenance and repairs of artworks (i.e., cleaning) shall be the responsibility of the City Department housing the artwork, in consultation with the Arts Commission. Each City Department that houses the artworks shall notify the Arts Commission whenever it believes an artwork requires attention.
- b) For all non-routine maintenance, City Departments shall not effect any cleaning, maintenance or repairs to artworks without the prior written authorization of the Arts Commission.
- c) City Departments shall not move any artwork from the site for which it was selected and installed, nor remove any artwork from display, without the prior written authorization of the Arts Commission.

10.2.3 Arts Commission.

- a) The Arts Commission shall be responsible for overseeing all maintenance, cleaning and curatorial services for the City Art Collection.
- b) The Arts Commission shall provide for survey, at least every five years, of the City Art Collection, including the present location and condition of each artwork and recommendations regarding needed

maintenance and/or repairs. This survey shall be presented to the City Council for review and comment.

- c) Within procedures recommended by the Public Art Committee, this regular inspection may be accomplished by the Arts Commission staff, trained volunteers or by an outside firm or individual contracted to accomplish these services.
- d) The Public Art Committee shall evaluate the Collection survey and report it to the Arts Commission.
- e) On the basis of the Collection survey, the Public Art Committee shall, for those artworks needing attention, recommend: 1) that no action be taken; 2) that staff negotiate maintenance and repairs with the City Department housing the artwork; 3) that repairs be accomplished, in whole or in part, by a professional conservator; or 4) that the work be considered for deaccessioning.
- f) Each City Department housing artwork shall, in consultation with the Arts Commission, provide funds for routine maintenance of the artworks under their control, as part of the annual budget process.
- g) It shall be each City Department/Division/Office's responsibility to assign a staff member to handle routine maintenance. This shall include, where appropriate, ensuring specifications for contracted specialized services (i.e. cleaning). This staff shall consult with the Arts Commission prior to any handling or maintenance to ascertain what procedures are required.

11.0 PROVISION FOR REVIEW AND AMENDMENT.

These guidelines are subject to periodic review and revision by the Public Art Committee, Arts Commission and the City Council.

Charts: The Public Art Process and The Art Selection Process

Policy on Artist's Rights

Policy on Artist's Rights

The success of the Public Art Program is predicated on equitable and appropriate treatment of artists as creators of works of art, which have intrinsic as well as economic value. As the creator of unique works of art, an artist is eligible for protection under the Copyright Act. It is in the interest of the City of Santa Cruz and the artists involved to ensure that the integrity of works of art commissioned under this program is maintained.

Policy:

The Santa Cruz Arts Commission (SCAC) will include the following rights and provisions in its contracts for the commissioning and purchase of works of art. Where works of art are integral to a building or structure, the provisions will be applied in a reasonable and appropriate fashion.

1. Copyright.

Artists will retain copyright associated with the work, but will authorize SCAC and the City of Santa Cruz to make photographs or other two-dimensional representations of the work for public and non-commercial uses such as brochures, catalogues or other publications. Should the SCAC wish to use these images in a commercial fashion such as reproductions of items for sale (e.g. posters, calendars, t-shirts, etc.), it must receive prior written approval from the artist.

2. Artists' Moral Rights

Recognizing the integrity of the artwork and the artist's reputation is an essential element of the work, the SCAC will establish professional procedures for maintaining and deaccessioning works of art. In implementing these procedures, SCAC will not intentionally alter, destroy, or otherwise modify a work of art without making a reasonable effort to consult with the artist. If a work of art is altered, either intentionally or unintentionally, the SCAC will notify the artist and allow the artist the opportunity to disclaim the work. Should an artist choose to disclaim the work, upon written request from the artist, the SCAC will promptly remove plaques, name plates or other identifying materials which associate the artist with the work.

3. Removal or Relocation of Works of Art

Artworks which are commissioned specifically for a particular site or integral to a particular place will not be removed unless (a) the site is destroyed; (b) the work of art has been destroyed to such a degree by vandalism or natural disaster that repair would not be feasible; or (c) the use of the site has changed to such a degree that removal is warranted. If feasible and appropriate, such a work may be relocated; however, the SCAC will make reasonable efforts to consult with the artist about resiting issues. In the case of an emergency resulting in a threat to property or public safety, the SCAC may relocate or remove a work without prior written notification to the artist. If a work is to be removed and deaccessioned from the City, the SCAC will provide the creator of the work the first opportunity to purchase the work prior to offering it for sale to other entities. If the work is resold to a third party, the City will provide the creator 15% of the net proceeds in excess of its original purchase price, following the deduction and payment of all sale-related expenses and net proceeds equal or exceeding Two Hundred (\$200) Dollars.

4. Maintenance and Conservation

Recognizing the value and integrity of artwork is dependent upon proper maintenance, the SCAC will implement a formal and regular conservation procedure. Artists will be required to provide the SCAC information about methods and frequency of routine maintenance at the time of acquisition. When works of art are completed by fabricators under general construction contracts to the City, the fabricator will be responsible for providing this information. The SCAC will make every reasonable effort to insure periodic inspection and undertake maintenance and repair in accordance with the instructions provided by the artist or fabricator. For unusual or unanticipated damage, the SCAC will attempt to contact the creator of the work, prior to making repairs, to seek special instructions or referral to appropriate conservators. Except in cases where routine maintenance may be reasonably implemented by general maintenance personnel or trained volunteers, the SCAC will engage qualified art conservators to conserve and/or repair the work.

5. Quality Control

If an artwork is to be fabricated as part of a larger public works project in which the fabricator or contractor is under contract directly to the City for the implementation of the artist's design, the City will endeavor to provide the artist oversight authority to ensure quality control.

Policy on Community Outreach/Education

Policy on Community Outreach/Education

The success of a public art program and a community's interest, understanding and appreciation of the visual arts and their visual environment are inextricably linked. An ongoing effort to both involve and educate the community can help ensure a successful program and mitigate controversy which sometimes results. Too often, in the past, municipalities have either limited their focus to involving a narrow audience in their community education activities or undertaken sporadic efforts which are aimed at particular projects rather than looking at public art education as ongoing and comprehensive.

Policy

The purpose of a public art education program is to increase public involvement through both innovative approaches such as using new technologies as well as traditional educational tools such as lectures, workshops and publications. An important aspect of a successful program will be effective partnerships with existing groups and outreach to nontraditional audiences including diverse ethnic groups and special needs audiences.

1. Develop Effective Partnerships with Santa Cruz Public Schools.
Public schools in Santa Cruz County have been the beneficiary of a well-designed arts education program through the Cultural Council. Called Spectra, the program places professional artists in the classroom to provide arts exposure and instruction. The Santa Cruz Arts Commission (SCAC) should augment these important efforts by integrating elements of its public art program with the schools. This can happen in several ways. The Santa Cruz Arts Commission may wish to identify appropriate opportunities for student involvement in the actual development and/or implementation of public art projects, working in conjunction with a professional artist. Such an opportunity may present itself in a library project or other possible joint venture. Bringing the school system "into the loop" prior to major projects being undertaken will provide adequate notice for curriculum integration. Some successful public art programs (most notably Miami-Dade County) have developed high quality curriculum materials and lesson plans that are specifically geared to their public art program and projects. There also may be opportunities for schools to bring artists who are creating public artworks into the schools to act as artists-in-residence or give slide presentations.

2. Develop Partnerships with the Museum of Art and History
The Museum has an effective education and outreach program which reaches both the general community as well as specific school age populations. At the same time the Museum administration has been highly supportive of the development of public art in the city. An opportunity exists for the Santa Cruz Arts Commission to work with the Museum to extend its notion of the museum as laboratory to include public art projects.
3. Develop Partnerships with Community Youth Groups
There are numerous community groups working with youth in Santa Cruz. Many of these organizations have arts related projects or focus. For example, Barrios Unidos has programs for youth in mural and video projects, and the William James Association has an award winning arts-youth program. The Committee could research these local groups and develop partnerships to involve youth in public art projects.
4. Utilize New Technologies to Reach Nontraditional Audiences
Community access television continues to be an underutilized resource for community education and outreach. Establishing a “Web site” or “Home pages” on the Internet is another option for providing direct information to the increasing audiences who are using the Internet as an information resource. Development of specific tools for public art education may range from CD-ROMs to more traditional publications, though the program will need to grow to the point where the City has established an extensive range of projects before this will be reasonable or appropriate.
5. Create Project Specific Outreach Plans
Each new project provides an opportunity to reach a specific audience. Programs may range from slide presentations about public art in general, to “meet the artist” sessions prior to project implementation. Workshops, discussion groups, open studios, dedications and special events may also be effective outreach activities. Models, maquettes or working drawings may be displayed in community gathering places in proximity to the project site, such as libraries or community centers. Making sure that the vehicle for communication and education is appropriate to the audience is an important element in ensuring its effectiveness.
6. General Public Art Education
Identify regular and ongoing opportunities to make presentations to various groups such as the Rotary and Junior League. These may provide valuable contacts and relationships which will strengthen the program

over time and provide allies for future partnerships and community support.

Policy on Local vrs. Nonlocal Artists

Policy for Local vs. Nonlocal Artists

The primary purpose of the Santa Cruz Arts Commission (SCAC) Public Art Program is to provide the highest quality art in publicly accessible places to the people of Santa Cruz. A strong public art program can enhance the community's understanding and appreciation of art and provide exposure to diverse artistic expression. Such a program may also strengthen the artistic community by providing opportunities for artists to live and work at home.

Policy

The City of Santa Cruz seeks to commission works of art of the highest quality, appropriate to the project or setting, regardless of the domicile of the artist. At the same time, SCAC recognizes that important benefits will arise if it can achieve a balance of works by artists of local, regional and national reputation. A particular project's size, scope, complexity and funding resources are factors which may influence SCAC's efforts to recruit non-local artists. In some cases, a project may require that an artist live in or in close proximity to Santa Cruz during the implementation or construction phase. In other cases, a project may benefit significantly from an artist who has intimate knowledge of the community. From time to time, SCAC may seek to identify specific opportunities for local artists to gain experience in creating public art through a mentoring partnership with more experienced artists. All of these factors will be considered as the Santa Cruz Arts Commission develops its strategy for the implementation of a particular project. The SCAC will create an ongoing program to develop the skills, knowledge and experience of local artists to assist them in participating successfully in public art projects, locally and elsewhere.

Public Art Cash Flow

Public Art Cash Flow Procedures

See following worksheet for number indicators.

1. List current public art and design projects in **1**.
2. Enter project start date in **2a** and projected completion dates in **2b**.
3. Enter the public art allocation in **3** (2% of eligible project construction costs.)
4. Multiply the public art allocation by 0.15 and enter result under administration in **4a** and multiply the public art allocation by 0.10 and enter the result under maintenance in **4b**.
5. Enter any administration expenses charged to this project in prior years under administration prior years' expenditure in **5**.
6. Enter estimated current year administration expenses attributable to this project under administration current year projection in **6**.
7. Subtract prior year charges and current year projection from the total public art allocation and enter under Administration carry forward projection in **7**.
8. Enter any maintenance prior year carry over in **8**.
9. Total the columns in **9**.
10. Total the prior year maintenance carryover and the 10% maintenance allocation for current projects in **10**.
11. Enter any prior year carryover for administration plus the total administration current year and enter under beginning balance in **11**.
12. Establish budget in **12** for each category of expenditure at the beginning of each year.
13. Total annual budget in **13**.

14. Enter actual monthly expenses at the end of each month in **14**.
15. Total monthly expenses. Enter each month's total in **15**.
16. Total expenditures to date by expenditure category **16**. Total the expenditures to date and enter in lines **17**. Subtract total expenditures to date from the beginning balance **11** and enter the result on line **18** balance.
17. Calculate expenditures to date by category as a percentage of total budget for each category **19**.
18. Calculate a projected expenditure for each expenditure category and enter in column **20**. This calculation can be based on percentage of the year elapsed (i.e., after the 7th month multiply the budgeted amount by 7/12ths). Alternatively, you could calculate a more specific projection based on the progress that is being made on projects in the annual work plan.
19. Calculate the variance and enter into column **21**. For instance, if your budget for photocopying is \$1200 and you have reached the end of the 6th month of the year, then your projection for that date would be \$600. If actual expenditures are \$800, then the variance would be +\$200. This will give you an indication that your are exceeding you budget and allow you to make adjustments.
20. As new projects are created or identified in the course of the year, add them to the projects 1 and carry the revenue anticipated to the line revenue additions
21. Add the revenue additions to the current balance and enter in **18**.

Cash Flow worksheet goes here.

Budget Management Procedures

Budget Management Procedures

Budget Summary Document

1. Define and list overall projects by name (i.e. City Hall Remodeling). Enter name and overall project public art budget in column A.
2. Multiply number in Column A by 0.15 and enter in column B (Transfer to Admin Budget). Enter total in column B on Program Support Budget Sheet.
3. Multiply number in Column A by 0.10 and enter into column C (Transfer to Maintenance Budget).
4. Identify individual projects in overall project budget (i.e., reception areas, admin offices, etc.) Enter names of individual projects.
5. As projects go through artist selection processes, enter name(s) of artist(s).
6. Enter the total project public art budget in column D (Original commission amount).
7. Subtract a project contingency (usually 10%) and enter into column L (Original contingency).
8. Subtract any anticipated art project support costs (i.e., site preparation, lighting, architectural or engineering fees, etc.) and enter into column N (Art Project Support Costs).
9. Enter the remaining balance in column E (Original Commission Amount). This is the amount of the original contract with the artist.
10. During the course of the project, certain adjustments may be required. Funds may need to be transferred from the contingency into the artist's budget or into the project construction budget. Funds may need to be transferred from the art project support budget into the artist's contract or to the construction budget. Make these adjustments as required. In some cases, these adjustments will be recorded as amendment to the artist's contracts. Enter any changes in the artist's contracts in column F and compute the resulting contract amount in column G. Regularly enter any

- changes resulting from budget transfers, contingencies and project support.
12. Maintain a running total of available contingency in case unforeseen events necessitate transferring contingency monies among projects.
 13. List any projects that have been budgeted but for which artist selection processes have not yet been initiated under Section 2, Future Projects. Make the appropriate administration and maintenance transfers.
 14. When projects have been completed (artist contracts have been closed out), finalize all information in Section 3 (Completed Projects).
 15. Begin an updated budget summary at the beginning of each fiscal year, carrying forward information from the preceding year.

Program Budget Worksheet goes here.

Accessioning Procedures

Accessioning Procedures

This procedure should be followed for each work as it is received into the City collection.

1. Fill out **INVENTORY CARD**. (See sample below).
 - a. **Numerical card** by acquisition number (by year).
 - Make out one card for each artwork.
 - Assign SCAC number. Number = SCAC plus year plus sequential number of that artwork in that year. Thus, the first artwork acquired in 1998 would have the following accession number: SCAC 1998.1; the second would be SCAC 1998.2, and so forth.
 - If there are several pieces of art in a series, assign one number to the entire series and give each piece an a, b, c, etc. Thus if the fourteenth work acquired in 1996 were a series of three prints, they would be assigned the following accession numbers: SCAC 1998.14a, SCAC 1998.14b, SCAC 1998,14c.
 - b. **Alpha card** (by artist last name).
 - Make out one card for each artwork.
 - Alpha and numerical cards are identical. One is filed by accession number in sequential order by year; the other is filed alphabetically by artist last name.

INVENTORY CARD	
LAST NAME: _____	ACCESSION NUMBER _____
Artist Full Name _____	Phone _____
Address _____	
Gallery/Agent _____	Phone _____
Title of Artwork _____	
Medium _____	
Dimensions _____	
Date Created _____	Date Acquired _____
Purchase/Commission Amount _____	Source of Funds _____
Current Location of Artwork _____	
Contact Person _____	

Last Condition Report _____ <i>PLEASE MAKE NOTES ON REVERSE.</i>
--

- 2. **LABEL**
 - a. Prepare one label for each artwork.
 - b. Attach to back of work, under base or other appropriate location.

CITY OF SANTA CRUZ ART COLLECTION	SCAC No. _____ Date: _____
Artist:	
Title:	
Medium:	
Special Instructions:	
WARNING: BEFORE MOVING OR HANDLING THIS ART CONTACT THE SANTA CRUZ ARTS COMMISSION at: 408/429-3778	

- 3. **WALL TAG**
 - a. Prepare one for each work to be installed indoors.
 - b. Place under Plexiglas cover of same dimensions and tack to wall with brass tags.
 - c. Engraved brass plaques can be used for important, permanent works.

Artist:
Title:
Medium:
Date:

SANTA CRUZ ARTS COMMISSION

4. PLAQUE FOR OUTDOOR WORKS

- a. Plaque should be cast in bronze with raised letters.
- b. Plaque should be placed in a prominent location on the base of, or near the artwork, but never on the work itself. Consult with the artist for proper placement.

ARTIST'S NAME

TITLE OF ARTWORK

MEDIUM

YEAR

CITY OF SANTA CRUZ
ART COLLECTION

5. SLIDES/PHOTOGRAPHIC DOCUMENTATION

- a. At least two slides of each artwork should be acquired for each artwork.
- b. At least two 8" x 10" black and white glossy photographs should be acquired for each artwork.

6. MATERIALS AND MAINTENANCE INSTRUCTIONS

- a. Every artist should complete the materials and maintenance worksheet before the final payment on the artist's contract is issued.

- b. A permanent record of this worksheet should be maintained.
7. **MASTER LEDGER**
- a. Record the acquisition in the master ledger.
8. **ARTIST FILE**
- a. Create artist file with artist resume, current address, and contract. Place duplicate of materials and maintenance worksheet in artist file.

Request for Artist Qualifications

Request for Artist Qualifications

PROJECT: (Facility Name)
(Address)
(Address)

1. **Site Description:** This section should describe the general public purposes of the facility or site and should also describe in specific detail the activities or operations that will take place once the capital improvement project is completed. It should note the level of public access, the estimate number of persons projected to use facility, number and nature of employees, operating hours, nature of clientele, any unusual characteristics of operations, etc.

The general location of site should be described: type of neighborhood, urban design considerations, approaches to the site, etc.

Specific plans for the site should be described to the extent that they have been developed. The architectural or engineering program should be attached, along with conceptual designs or schematics, if available.

2. **Current Status of the Project:** Should note whether project has been funded and appropriated. Source of funding. Status of architect or engineering design consultant selection. Identify other design consultants if they have been selected.
3. **Timetable:** Should project the overall timetable for the project (schedule for conceptual design, schematics, working drawings, construction documents, bidding/contract award, construction, facility opening) with particular note of the periods during which artist involvement would be required. Should also note, if possible, the level of artist commitment required during each time period (i.e., 50% time, full-time, etc.)
4. **Project Description:** This section should describe in detail the expected scope of services of the artist. Will the artist be a member of the project design team? What will be the artist's relationship to the architect? Sub-contractor? Co-equal designer? With whom will the artist contract? Will the artist be working on the overall design or specific elements of the architecture program? Typical elements, such as fixtures and furnishings?

Discreet artworks? How will these issues be resolved during the course of the design development?

If the project is for the creation of a specific artwork, the nature of the desired work should be described in detail here. For example, if you are looking for an artist to create a stained glass window, then the dimensions of the opening(s), structural considerations, related design elements, etc., should be detailed.

5. **Project Budget:** This section should state the budget available for the project. Any limitations should be stated here. For instance, if the artist's fee is limited to 15% of the budget for design, with the remainder for the actual fabrication and installation of artworks, that should be stated here. This section should also indicate whether the budget is inclusive of travel, overhead, insurance, site preparation, lighting and utilities, installation, etc.
6. **Project Selection Panel:** This section should identify the members of the selection panel who will be choosing the artist(s) who will be recommended for the project.
7. **Selection Process:** This section should outline in some detail the process for the selection of artists, including what the respondents are being asked to submit, whether travel and honoraria are offered, whether the artists will be asked to develop a proposal, etc. Typically, artists will be asked to submit slides of previous work, a professional résumé and a brief statement of their response to the challenge offered by the project, not to exceed two typewritten pages. Up to five artists will be selected to interview for the project. Finalists who are asked to prepare a proposal will normally be paid a small honorarium. The selection panel should always reserve the right to reject all proposals or applicants.
8. **Pre-submittal Conference/Site Visits:** This section should be included if there is an opportunity to visit the site prior to the submittals or whether there is a mandatory or optional pre-submittal meeting prior to submittal. If so, this section should indicate the time, date and place of the meeting, as well as a contact person.
9. **Deadline:** This section will contain the time and date by which the submittals are due, and should indicate whether this is a postmark deadline or a receipt deadline. This section should also indicate when artists can expect to receive notice about the project.

10. Instructions: This section will contain specific instructions relating to the artist submittals. They might for instance contain the following instructions:

- a. Entries will be accepted in two-dimensional form only.
- b. Submit: 1) up to twenty slides or photographs of recent representative work, a list of slides with annotation (10 copies), your current professional resume (10 copies) and a no-more-than two-page response to the opportunity presented by the project (10 copies).
- c. It is emphasized that specific proposals for the artworks are not requested at this time and will not be reviewed.
- d. Include a self-addressed, stamped envelope with sufficient postage to cover the return of visuals. Only slides and photographs will be returned.
- e. Every slide should be labeled on the front of the slide with the artist's name, the title of the work, the medium, dimensions and date of creation. An arrow should indicate the top of the slide.
- f. Every item in the artist's submittal should be labeled with the artist's name.
- g. Artists whose work, by its nature, cannot be shown through the media of slides and photographs should contact (Person and phone number), to make special arrangements.
- h. All materials must be contained in a single envelope not to exceed 16" X 20". Only one entry per envelope. Artists submitting to other projects should make separate submittals. Entries should be addressed to:

(Project Name)
Santa Cruz Arts Commission
Street Address
Santa Cruz, CA Zip Code
- i. While every precaution will be taken to prevent the loss or damage to entries, the Santa Cruz Arts Commission, its staff and selection panels assume no responsibility in the case of loss or damage to the items submitted.
- j. The Santa Cruz Arts Commission reserves the right to duplicate slides for its slide registry. Artists not wishing their slides duplicated for the registry should indicate that in their submittal.
- k. All artists who submit for this project will be notified by mail of the selection panel's decision. No information regarding the decision will be released by telephone.

1. Artists who wish to be notified that their submittal has been received should include a stamped, self-addressed postcard that will be mailed back to them upon receipt of the submittal.

Maintenance Procedures

Santa Cruz Landfill

Maintenance Procedures

This form should be completed for each work as it is received into the City collection.

Materials and Care Information Sheet (to be filled out by artist and submitted upon completion of the project prior to final payment.)

Artist: _____	Date: _____
Title of Work: _____	
Media: _____	
Specific materials used (Brand name and type of all materials, i.e. type of paper and fiber content, metal alloy, chemical composition of patina, etc.):	
Specific techniques used in the fabrication of the Artwork (Airbrush painting, lost wax casting, TIG welding, etc.):	
Fabricator name and address (if other than the artist):	
Installation materials and techniques (Attach as-built drawings as appropriate):	
Recommended Maintenance procedures (Be as specific as possible about techniques and materials):	
Cautions regarding maintenance, handling, etc:	



Artist Slide Registry

Artist Slide Registry

Application Instructions:

A complete application must include:

1. No more than twenty slides of current work in a 9" x 11" clear plastic sheet labeled as indicated:

Title of work	Arrow - Up
Artist's name	Date
Medium	Dimensions
Location of work	Price, if applicable

2. An Artist Information Form. Please type or print in black ink. Note: Do Not send a personal resume, but transfer information onto the following form.
3. Optional: A single 8-1/2" x 11" page of additional information on such issues as unusual techniques or personal visual concerns may be attached.

This application is:

- A new entry to the Slide Registry.
- An update of materials already on file.
- The Arts Commission ____ may ____ may not duplicate the slides.
- Materials are submitted for the following specific project:

- To be returned to artist after the current project. (Enclose self-addressed, stamped envelope).
- May be retained by Santa Cruz Arts Commission for future projects.

Artist Name _____ Date _____

ARTIST INFORMATION

Artist Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Studio Phone _____ FAX _____

Social Security Number _____

- Interest(s):
- Public Art Commissions
 - Design Team Collaborations
 - Direct Purchases
 - Artist Residencies
 - Other: _____

ART MEDIA

- Painting/drawing
- Sculpture
- Ceramics
- Glass
- Printmaking
- Electronic
- Graphics/drawing
- Photography
- Wood
- Crafts
- Collage
- Other (specify): _____
- Fiber/fabric work
- Metal Work
- Murals
- Collage
- Mixed Media

SLIDE ANNOTATION

Artist Name _____ Date _____

Title: Medium: Date: Size: Location: Price:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

RESUME

Artist Name _____ Date _____

Education

Public Art Commissions (Indicate Commissioning Agency, Location, Medium, Date, Commission Amount.

Other Professional Experience

Recent Exhibitions (Indicate if juried, invitational, one-person, etc.)

Museums or Collections

Publications

Honors, Awards, Grants

Other Significant Experience

References:	Name	Position	Phone
-------------	------	----------	-------

1. _____
2. _____
3. _____

Signature _____ Date _____

Are there any attachments to this application enclosed? Yes No

FOR OFFICE USE ONLY
Projects for which these materials have been shown:

Project	Date
1. _____	
2. _____	
3. _____	

Agreement for Commissioned Artwork-S

Agreement for Commissioned Artwork – Standard

AGREEMENT

Between the

CITY OF SANTA CRUZ

and

for

COMMISSIONED ARTWORK

This is an Agreement, made and entered into by and between the CITY OF SANTA CRUZ, a political subdivision of the State of CALIFORNIA, hereinafter referred to as the "CITY",

AND

_____, hereinafter called the "ARTIST".

NOW, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and ARTIST agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 COUNCIL: The City Council of the City of SANTA CRUZ, California, which is the governing body of the SANTA CRUZ City government created by the SANTA CRUZ City Charter.

- 1.2 ARTIST: _____, the business entity selected to perform services pursuant to this Agreement.
- 1.3 CONTRACT ADMINISTRATOR: The Contract Administrator shall be the staff of the Arts Commission. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 CITY: The City of SANTA CRUZ, a body corporate and politic and a political subdivision of the state of California.
- 1.5 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.6 PROJECT: (described)

ARTICLE 2. PREAMBLE

Negotiations pertaining to the services to be performed by the ARTIST were undertaken between the ARTIST and a committee pursuant to Chapter _____, SANTA CRUZ City Code (Public Art Ordinance reference), and this Agreement incorporates the results of such negotiation.

ARTICLE 3. SCOPE OF WORK

- 3.1 For services rendered herein, CITY shall pay ARTIST a sum not to exceed _____ for work performed during the period beginning _____ through _____. ARTIST shall furnish services as described in **Exhibit A** of this Agreement. Terms and Conditions for Payment are attached in **Exhibit B** of this Agreement.
- 3.4 The CITY shall be responsible for providing the ARTIST, without cost, copies of designs, drawings, reports, and other relevant data needed by the ARTIST in order to design and execute the work.
- 3.5 The ARTIST shall provide monthly progress reports and/or deliverables to Contract Administrator in a manner acceptable to the Contract Administrator.

ARTICLE 4. CHANGES IN SCOPE AND ADDITIONAL WORK

- 4.1 The ARTIST shall, whenever required during the term of this Agreement, present to the City in writing, drawing or other appropriate media for

further review and approval any significant changes in the scope, design, color, size, material, utility and support requirements, texture, or location of the site or of the Work. A significant change is any change which affects the installation, scheduling, site preparation or maintenance of the Work, or the concept of the Work as represented in the original approved design.

- 4.2 The ARTIST shall obligated to perform the services called for in Exhibit A. The ARTIST and the CITY agree that the Artist shall retain artistic control of his/her services in the performance of the services under this Agreement, subject only to the limitations imposed in **Exhibit A**.
- 4.3 Notwithstanding the provision of Section 4.2 immediately above, the CITY may, at any time, request the ARTIST in writing to: revise portions of the services that he/she has previously completed in a satisfactory manner; delete portions of the Scope of Work which has yet to be performed; perform additional work beyond the Scope of Work provided in Exhibit A; or make other changes within the general Scope of Work to be performed under this Agreement. In the event of such a written request, the ARTIST may, but shall not be obligated to agree to any such request.
- a. In the event the request for change is agreed to by the ARTIST, this Agreement shall be amended, in writing, specifying the agreed changes, including, but not limited to, a description of services, additional budget, payment schedule and timetable.
- b. In the event that the ARTIST does not agree to the request, the CITY shall be entitled to terminate the Agreement for cause pursuant to Article 12 hereinafter.
- 4.4 No services for which additional compensation will be charged shall be provided by the ARTIST without the prior written authorization by the CITY.

ARTICLE 5. RESPONSIBILITIES OF THE ARTIST

- 5.1 The ARTIST agrees that an essential element of this Agreement is the skill and creativity of the ARTIST. The ARTIST shall not assign the creative or artistic portions of the Work to another party for the production of the Work without the written consent of the CITY. Failure to conform to this provision may be cause for termination of this Agreement, at the sole option of the CITY.

- 5.2 The ARTIST shall be responsible for providing services described in Exhibit A including, but not limited to, the quality and timely completion of the services. The ARTIST shall be responsible for designing the artwork so that it can be constructed without exceeding the approved overall budget for the project. The ARTIST shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his/her Work.
- 5.3 In the event the services of the ARTIST are integrated into, combined, or otherwise coordinated with services by third parties not within the control of the ARTIST, the ARTIST shall not be responsible for such third party services. If any part of the ARTIST'S Work depends for proper execution or results upon the work of the CITY, or a third party responsible to the CITY, the ARTIST shall, prior to proceeding with his or her Work, promptly report the CITY any apparent discrepancies or other defects in such other work which renders it unsuitable for proper execution and results by the ARTIST. The ARTIST shall not be responsible for any liability or failure to fulfill his/her obligations because of such discrepancies or defects. Failure of the ARTIST to report a discrepancy or defect shall constitute an acceptance of the CITY'S or third party's work as fit and proper to receive the ARTIST'S Work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor. Nothing in this section shall limit the responsibility of the ARTIST to take all reasonable steps to coordinate his/her Work with the work of the CITY or of a third party on the project.
- 5.4 If the ARTIST is involved in the execution, fabrication, transportation, inspection and/or installation of an artwork, the following provisions shall apply:
- a. The ARTIST shall, if and when working on CITY property, supervise such clean-up as may be reasonably requested by the CITY. At the close out of the ARTIST'S Work, the ARTIST shall remove his/her equipment, excess materials, etc., promptly and as requested by the CITY.
 - b. The CITY and any third party contractor on the project shall notify the ARTIST of their operation, construction and maintenance schedules in and around the area where the ARTIST'S Work is to be performed. The ARTIST shall perform his/her services in a manner and time so as not to cause interference with any of the operations, construction, or maintenance of the CITY or third party contractor. In the event of a conflict between the schedules of the

contractor and/or the CITY and the ARTIST, the conflict will be resolved by the CITY. If the resolution of the conflict results in a delay of the performance of the ARTIST, the ARTIST shall have the right to renegotiate this Agreement to compensate him or her for any additional costs or expenses caused by the delay.

- c. The ARTIST shall complete the fabrication and installation of the Work in substantial conformity with the attached **Exhibit A**, Scope of Work.
- 5.5 The ARTIST shall supply the CITY with (a) his/her current professional resume, (b) four (4) 35-mm color slides of the completed Work, (c) two (2) Black and White 8" x 10" glossy photographic prints of the Work, (d) detailed information concerning the materials used in the creation of the Work, and (e) a detailed maintenance program and schedule for the Work.

ARTICLE 6. RESPONSIBILITIES OF CITY

- 6.1 CITY shall assist ARTIST by placing at ARTIST'S disposal all public information it has available pertaining to the Project.
- 6.2 CITY shall perform in a timely way each and every activity as set forth in the Scope of Services. If delays occur when deliverables of ARTIST are dependent upon the CITY'S timeliness, the ARTIST'S schedule of performance shall be adjusted accordingly.
- 6.3 CITY shall:
- a. arrange for access so that ARTIST may enter upon public and private property as required for ARTIST to perform the services under this Agreement.
 - b. Give prompt written notice to ARTIST whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ARTIST'S services.
 - c. Arrange appointments, meetings, consultations as needed for the ARTIST to fulfil his/her obligations under this Agreement.
 - d. Review materials as set forth in **Exhibit A** in a timely manner.

ARTICLE 7. WARRANTIES/STANDARDS

- 7.1 The ARTIST warrants that (a) the design or Work being commissioned is the original product of his/her own creative efforts; (b) that the work is original; and (c) that the ARTIST shall not sell or reproduce the Work, or allow others to do so without the prior written consent of the CITY.
- 7.2 The ARTIST shall guarantee his/her Work to be free from faults of material and workmanship for a period of one (1) year after installation and final acceptance by the CITY. The ARTIST shall deliver the Work to the CITY free and clear of any liens from any source whatever. These guarantees shall apply only to that Work which is entirely that of the ARTIST or persons responsible to the ARTIST, as installed, and shall not apply to materials or workmanship of projects in which the Work of the ARTIST is integrated or combined, or to materials purchased, acquired, or installed by a person or entity not responsible to the ARTIST.
- 7.3 The ARTIST shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the Work described in this Agreement.

ARTICLE 8. COMPENSATION AND TIME OF PERFORMANCE

- 8.1 The ARTIST shall be paid for services satisfactorily rendered pursuant to this Agreement in accordance with the terms herein, Exhibits A and B, and subsequent adjustments, changes or additions as specifically provided for in this Agreement. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals including transportation of the work to the designated site.
- 8.2 The amount and schedule of payments to the ARTIST are contained in the attached **Exhibit B**, Compensation and Schedule of Payments, provided that such payments shall not exceed a maximum amount of _____ DOLLARS, (\$_____), subject only to adjustments, changes or additions as specifically provided for in this Agreement ("Total Price").
- 8.3 In the event the ARTIST incurs costs in excess of the Total Price, the ARTIST shall pay such excess from his/her own funds, and the CITY shall not be required to pay any part of such excess, and the ARTIST shall have no claim against the CITY on account thereof.

- 8.4 The ARTIST shall submit invoices to the CITY according to the schedule provided for in Exhibit B, such invoice to be in the form requested by the CITY.
- 8.5 In the event that the CITY determines that Work for which it has been invoiced does not meet the contract specifications and that it intends to withhold payment, the CITY shall provide detailed written notice to the ARTIST within fifteen (15) days of receipt of invoice, specifying the failure of performance for which the CITY intends to withhold payment. The ARTIST shall thereafter meet contract standards to the satisfaction of the CITY or advise the CITY that he/she disputes the CITY'S determination that the specifications have not been met.
- 8.6 The CITY shall pay all invoices that meet contract specifications within thirty (30) days of receipt of invoice.
- 8.7 No payment to the ARTIST for any work performed or services rendered shall constitute a waiver or release by the CITY of any claims, rights or remedies it may have against the ARTIST under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the CITY of any failure or fault of the ARTIST, to satisfactorily perform the work as required under this Agreement.
- 8.8 The services to be required of the ARTIST under this Agreement shall be completed in accordance with the schedule for completion of the Work as proposed by the ARTIST and approved by the CITY, provided that such time limits may be extended or otherwise modified by written agreement between the ARTIST and the CITY.
- 8.9 If, when the ARTIST completes fabrication or procurement of the Work in accordance with the approved schedule and notifies the CITY that the Work is ready for installation, the ARTIST is delayed from installing the Work within the time specified in the schedule as a result of the construction on the Site not being sufficiently complete reasonably to permit installation of the Work therein, or the CITY otherwise does not make the Site available to the ARTIST in accordance with the approved schedule, the CITY shall promptly reimburse the ARTIST for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is made available to the ARTIST for installation of the Work.

- 8.10 The ARTIST shall bear any transportation and storage costs resulting from the completion of the Work prior to the time provided in the schedule for installation of the Work.
- 8.11 The CITY shall always grant a reasonable extension of time to the ARTIST in the event that there is a delay on the part of the CITY in performing its obligations under this Agreement or in completing the underlying capital project, or if conditions beyond the ARTIST'S control or Acts of God render timely performance of the ARTIST'S services impossible or unduly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.
- 8.12 For delays in the installation of the Work beyond the schedule provided for under this Agreement caused by factors reasonably under the ARTIST'S control, the CITY agrees to accept one hundred dollars (\$100.00) per day as liquidated damages for such delay.

ARTICLE 9. ARTIST'S RIGHTS

- 9.1 The CITY shall, at its expense, prepare and install at appropriate locations, after consultation with the ARTIST, a plaque or sign, identifying the ARTIST, the title of the Work and the year of completion, and shall reasonably maintain such notice in good repair against damages due to normal wear and tear over time, vandalism, and the elements.
- 9.2 The CITY recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The CITY shall reasonably assure that the Work is properly maintained and protected, taking into account the recommendations of the ARTIST as stated in the maintenance program provided by the Artist.
- 9.3 The CITY agrees that it shall not intentionally damage, alter, modify, change or substantially relocate the Work of the ARTIST without first conferring with the ARTIST and obtaining the prior written approval of the ARTIST to the proposed modification, change or substantial relocation.
- 9.4 Notwithstanding an ARTIST'S refusal to provide (or the CITY'S failure for any reason to otherwise obtain) the ARTIST'S written approval provided for in Section 9.3 above, the CITY, in its sole discretion, shall have the right

to remove any work of art providing the following terms and conditions are met:

- a. The removal proposal shall first be submitted to and considered by the SANTA CRUZ City Arts Commission. Following review and consideration of the removal proposal by the Commission, it shall submit its recommendation on removal to the City of SANTA CRUZ City Council.
 - b. The City of SANTA CRUZ City Council shall have the duty to decide that a work of art shall be removed. The decision to remove shall not be made by the City Council until the recommendation required in section 9.4a is received and considered by the City Council.
 - c. In the event that the City of SANTA CRUZ City Council shall decide to remove the Work, the ARTIST shall have the first right of refusal to purchase his/her Work, providing it stands alone and is not integrated into a larger artwork, building or structure and can be removed without expense to the CITY; and the right to have his/her name removed from the Work, as well as the plaque installed pursuant to Section 9.1.
- 9.5 The CITY shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work will be made. During the ARTIST'S lifetime, the ARTIST shall have the right to approve all major repairs and restorations, provided, however, that the ARTIST shall not unreasonably withhold approval for any repair or restoration of the Work. If the ARTIST unreasonably fails to approve any repair or restoration, the CITY shall have the right to make or supervise significant repairs and restorations. In the event that the CITY makes repairs or restorations not approved by the ARTIST, the ARTIST shall have the right, at his/her sole option, to have the ARTIST'S name and association with the Work severed. To the extent practical, the ARTIST, during the ARTIST'S lifetime, shall be given the opportunity to make or supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the CITY and the ARTIST shall agree, in writing, prior to the commencement of any significant repairs or restorations, upon the ARTIST'S fee for such services.
- 9.6 All repairs and restorations, whether performed by the ARTIST or the CITY, or by third parties responsible to the ARTIST or the CITY, shall be

made in accordance with professionally recognized principles of conservation of artworks.

ARTICLE 10. COPYRIGHTS

- 10.1 The ARTIST shall retain all copyright and all other rights in and to any artwork(s) created under this Agreement, provided that the ARTIST grants to the CITY an irrevocable license to graphically depict the artwork for any non-commercial purpose whatsoever. For the purposes of this limitation, the graphic depiction of the artwork(s) on materials designed to promote the CITY shall be deemed to be a non-commercial use.
- 10.2 If for any reason the proposed design is not implemented, all rights to the proposed artwork shall be retained by the ARTIST.
- 10.3 The ARTIST agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The ARTIST further agrees that the Work will not utilize any protected patent, trademark or copyright in performance of work under this Agreement unless the ARTIST has obtained proper permission and all releases and other necessary documents. If the ARTIST specifies any material, equipment, process or procedure which is protected, the ARTIST shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications.
- 10.4 The ARTIST agrees to release, indemnify, and save harmless the CITY, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

ARTICLE 11. TIME FOR PERFORMANCE

- 11.1 The provisions of this Agreement and the compensation for ARTIST'S services provided for in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project.
- 11.2 Prior to beginning the performance of the services under this Agreement, ARTIST must receive a written Notice to Proceed.
- 11.3 In the event ARTIST is unable to complete the above services because of delays resulting from untimely issuance of a "Notice to proceed," or from

untimely review and approval by CITY, and such delays are not the fault of ARTIST, CITY shall grant a reasonable extension of time for completion.

- 11.4 ARTIST shall complete the services required in **Exhibit A** within _____ months from the date of approval of the contract by the Board of City Commissioners.

ARTICLE 12 TERMINATION

- 12.1 Either party may terminate this Agreement with or without cause by providing thirty (30) days notice, in writing, to the other party. Upon the expiration date of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties shall be relieved and discharged here from.
- 12.2 In the event that the Agreement is terminated by the CITY without cause, the CITY shall pay the artist for all work performed and services rendered up to the effective date of the termination. The CITY shall have no rights to the ARTIST'S creative work, designs or unfinished artwork(s).
- 12.3 In the event that the Agreement is terminated by the ARTIST without cause, the ARTIST shall promptly reimburse the CITY for all payments made under this Agreement prior to the termination by the ARTIST.
- 12.4 In the event that the CITY determines that the ARTIST has substantially failed to fulfill his/her obligations as provided under this Agreement, the CITY shall provide the ARTIST with written notice detailing the specific obligations which the CITY claims the ARTIST has failed to fulfill and notifying the ARTIST that he/she is deemed to be in breach of the Agreement. If the breach is not cured or if the CITY and the ARTIST cannot agree on a schedule for curing the breach, the Agreement will be deemed terminated on a date specified by the CITY which will be no sooner than ten (10) days from the date of issuance of the notice. In the event that the Agreement is so terminated by the CITY, the ARTIST shall promptly reimburse the CITY for all payments made under this Agreement prior to the termination by the CITY.
- 12.5 If, because of the death, or any other occurrence, it becomes impossible for the ARTIST to render services or perform work under this Agreement, the Agreement shall be deemed terminated.

ARTICLE 13 INSURANCE/SELF-INSURANCE

ARTIST shall at all times during the term of this contract with the CITY maintain in force those insurance policies and bonds as designated in the attached **Exhibit C** and will comply with all those requirements as stated herein.

ARTICLE 14 EQUAL OPPORTUNITY EMPLOYMENT

- 14.1 ARTIST agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement on the basis of race, color, religion, gender, age, national origin, creed, marital status, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of this agreement.
- 14.2 ARTIST agrees to comply fully with all applicable federal, state, or local laws, ordinances, executive orders and regulations which prohibit discrimination.
- 14.3 ARTIST shall comply with Title I and Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing any services funded in whole or in part by the City of SANTA CRUZ.

ARTICLE 15 MISCELLANEOUS

15.1 RECORDS

ARTIST shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel days charged to this engagement and any expenses for which ARTIST expects to be reimbursed. Such books and records will be available at all times, during normal business hours, for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.2 INDEPENDENT CONTRACTOR

ARTIST is an independent contractor under this Agreement. Personal services provided by the ARTIST shall be by employees of the ARTIST,

and not as officers, employees, or agents of CITY, excepting those employees of the CITY made available to ARTIST. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the activities of the ARTIST under this Agreement shall be those of the ARTIST, except for those employees of CITY made available to assist ARTIST.

15.3 SUBCONTRACTORS

In the event ARTIST, during the course of the work under this Agreement, requires the service of any subcontractors or other professional associates in connection with services or activities covered by this Agreement, ARTIST must secure the prior written approval of the CITY.

15.4 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ARTIST, without the prior written consent of CITY.

15.5 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15.6 MODIFICATIONS

It is agreed that no modification, amendment or alteration in the terms or conditions contained herein and shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.7 CONFORMITY WITH LAW AND SAFETY

ARTIST shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including all provisions

of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable Federal, State, municipal and local safety regulations. All services performed by ARTIST must be in accordance with these laws, ordinances, codes and regulations. ARTIST shall indemnify and save CITY harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

Accidents: If death, serious personal injury or substantial property damage occurs in connection with the performance of this contract, ARTIST shall immediately notify the City Risk Manager's Office by telephone. ARTIST shall promptly submit to CITY a written report, in such form as may be required by CITY of all accidents which occur in connection with this contract. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of ARTIST'S subcontractors, if any; (3) name and address of ARTIST'S liability insurance carrier; and (4) a detailed description of accident and whether any of CITY'S equipment, tools, material or staff were involved.

15.8 CONFLICT OF INTEREST

No officer, member, or employee of CITY and no member of their governing boards, councils or commissions shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this provisions shall be considered a material breach of this Agreement.

15.9 USE OF CITY PROPERTY

ARTIST shall not use CITY premises, property (including equipment, instruments and supplies) or personnel for any purpose other than the performance of his/her obligations under this Agreement.

15.10 ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

15.11 TIME

Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.12 SERVICE OF PROCESS

ARTIST agrees to appoint _____ with a principal place of business at _____ as its sole agent on whom all process may be served in any action or proceeding for any claim or action arising out of this Agreement.

15.13 SEVERABILITY

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed.

Agreement for Commissioned Artwork – Two Phase

Agreement for Commissioned Artwork – Two Phase

AGREEMENT

Between

CITY OF SANTA CRUZ

and

for

COMMISSIONED ARTWORK - TWO PHASE

This is an Agreement, made and entered into by and between CITY OF SANTA CRUZ, a political subdivision of the State of CALIFORNIA, hereinafter referred to as the "CITY",

AND

_____, hereinafter called the "ARTIST".

NOW, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and ARTIST agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and current and are agreed upon by the parties.

1.1 CITY COUNCIL: The City Council of City of Santa Cruz, CALIFORNIA, which is the governing body of the City of Santa Cruz government created by the City of Santa Cruz Charter.

- 1.2 ARTIST: _____, the business entity selected to perform services pursuant to this Agreement.
- 1.3 CONTRACT ADMINISTRATOR: The Contract Administrator shall be the Public Art Coordinator, staff of the Arts Commission. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 CITY: City of Santa Cruz, a body corporate and politic and a political subdivision of the state of California.
- 1.5 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.6 PROJECT: (Described)

ARTICLE 2. PREAMBLE

Negotiations pertaining to the services to be performed by the ARTIST were undertaken between the ARTIST and a committee pursuant to Chapter _____, City of Santa Cruz Code (Public Art Ordinance reference), and this Agreement incorporates the results of such negotiation.

ARTICLE 3. SCOPE OF WORK

- 3.1 For services rendered herein, CITY shall pay ARTIST a sum not to exceed for work performed during the period beginning _____ through _____. ARTIST shall furnish services as described in **Exhibit A** of this Agreement. Terms and Conditions for Payment are attached in **Exhibit B** of this Agreement.
- 3.2 The Scope of Work divides the ARTIST'S services into two phases: Phase I, related to design; and, Phase II, related to execution (including, if specifically provided for, production, fabrication, transportation, inspection, and installation). Each Phase will have a defined scope of work describing the services to be provided by the ARTIST, a budget, and timetable for performance of the services which shall be followed by the ARTIST unless otherwise agreed to in writing by the City.
- 3.3 The ARTIST shall begin work under the Phase I Scope of Work after execution of this Agreement by the CITY and the ARTIST. The ARTIST

shall not begin work under the Phase II Scope of Work until a written Notice to Proceed has been issued by the CITY.

- 3.4 The CITY shall be responsible for providing the ARTIST, without cost, copies of designs, drawings, reports, and other relevant data needed by the ARTIST in order to design and execute the Work.
- 3.5 The ARTIST shall provide monthly progress reports and/or deliverables to Contract Administrator in a manner acceptable to the Contract Administrator.

ARTICLE 4. CHANGES IN SCOPE AND ADDITIONAL WORK

- 4.1 The ARTIST shall, whenever required during the term of this Agreement, present to the CITY in writing, drawing or other appropriate media for further review and approval any significant changes in the scope, design, color, size, material, utility and support requirements, texture, or siting of the Work. A significant change is any change which affects the installation, scheduling, site preparation or maintenance of the Work, or the concept or appearance of the Work as represented in the original approved design.
- 4.2 The ARTIST shall obligated to perform the services called for in **Exhibit A**. The ARTIST and the CITY agree that the Artist shall retain artistic control of his/her services in the performance of the services under this Agreement, subject only to the limitations imposed in **Exhibit A**.
- 4.3 Notwithstanding the provision of Section 4.2 immediately above, the CITY may, at any time, request the ARTIST in writing to: revise portions of the services that he/she has previously completed in a satisfactory manner; delete portions of the Scope of Work which have yet to be performed; perform additional work beyond the Scope of Work provided in **Exhibit A**; or make other changes within the general Scope of Work to be performed under this Agreement. In the event of such a written request, the ARTIST may, but shall not be obligated to agree to any such request.
 - a. In the event the request for change is agreed to by the ARTIST, this Agreement shall be amended, in writing, specifying the agreed changes, including, but not limited to, a description of services, additional budget, payment schedule and timetable.

- b. In the event that the ARTIST does not agree to the request, the CITY shall be entitled to terminate the Agreement for cause pursuant to Article 12 hereinafter.
- 4.4 No services for which additional compensation will be charged shall be provided by the ARTIST without the prior written authorization by the CITY.

ARTICLE 5. RESPONSIBILITIES OF THE ARTIST

- 5.1 The ARTIST agrees that an essential element of this Agreement is the skill and creativity of the ARTIST. The ARTIST shall not assign the creative or artistic portions of the Work to another party for the production of the Work without the written consent of the CITY. Failure to conform to this provision may be cause for termination of this Agreement, at the sole option of the CITY.
- 5.2 The ARTIST shall be responsible for providing services described in Exhibit A including, but not limited to, the quality and timely completion of the services. The ARTIST shall be responsible for designing the artwork so that it can be constructed without exceeding the approved overall budget for the project. The ARTIST shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his/her Work.
- 5.3 In the event the services of the ARTIST are integrated into, combined, or otherwise coordinated with services by third parties not within the control of the ARTIST, the ARTIST shall not be responsible for such third party services. If any part of the ARTIST'S Work depends for proper execution or results upon the work of the CITY, or a third party responsible to the CITY, the ARTIST shall, prior to proceeding with his or her Work, promptly report the CITY any apparent discrepancies or other defects in such other work which renders it unsuitable for proper execution and results by the ARTIST. The ARTIST shall not be responsible for any liability or failure to fulfill his/her obligations because of such discrepancies or defects. Failure of the ARTIST to report a discrepancy or defect shall constitute an acceptance of the CITY'S or third party's work as fit and proper to receive the ARTIST'S Work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor. Nothing in this section shall limit the responsibility of the

ARTIST to take all reasonable steps to coordinate his/her Work with the work of the CITY or of a third party on the project.

- 5.4 If the ARTIST is involved in the execution, fabrication, transportation, inspection and/or installation of an artwork, the following provisions shall apply:
- a. The ARTIST shall, if and when working on CITY property, supervise such clean-up as may be reasonably requested by the CITY. At the close out of the ARTIST'S Work, the ARTIST shall remove his/her equipment, excess materials, etc., promptly and as requested by the CITY.
 - b. The CITY and any third party contractor on the project shall notify the ARTIST of their operation, construction and maintenance schedules in and around the area where the ARTIST'S Work is to be performed. The ARTIST shall perform his/her services in a manner and time so as not to cause interference with any of the operations, construction, or maintenance of the CITY or third party contractor. In the event of a conflict between the schedules of the contractor and/or the CITY and the ARTIST, the conflict will be resolved by the CITY. If the resolution of the conflict results in a delay of the performance of the ARTIST, the ARTIST shall have the right to renegotiate this Agreement to compensate him or her for any additional costs or expenses caused by the delay.
 - c. The ARTIST shall complete the fabrication and installation of the Work in substantial conformity with the attached Exhibit A, Scope of Work.
- 5.5 The ARTIST shall supply the CITY with (a) his/her current professional resume, (b) four (4) 35-mm color slides of the completed Work, (c) two (2) Black and White 8" x 10" glossy photographic prints of the Work, (d) detailed information concerning the materials used in the creation of the Work, and (e) a detailed maintenance program and schedule for the Work.

ARTICLE 6. RESPONSIBILITIES OF CITY

- 6.1 CITY shall assist ARTIST by placing at ARTIST'S disposal all public information it has available pertaining to the Project.
- 6.2 CITY shall perform in a timely way each and every activity as set forth in the Scope of Services. If delays occur when deliverables of ARTIST are

dependent upon the CITY'S timeliness, the ARTIST'S schedule of performance shall be adjusted accordingly.

6.3 CITY shall:

- a. arrange for access so that ARTIST may enter upon public and private property as required for ARTIST to perform the services under this Agreement.
- b. Give prompt written notice to ARTIST whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ARTIST'S services.
- c. Arrange appointments, meetings, consultations as needed for the ARTIST to fulfill his obligations under this Agreement.
- d. Review materials as set forth in Exhibit "A" in a timely manner.

ARTICLE 7. WARRANTIES/STANDARDS

- 7.1 The ARTIST warrants that (a) the design or Work being commissioned is the original product of his/her own creative efforts; (b) unless otherwise stipulated, the work is original; and (c) that the ARTIST shall not sell or reproduce the Work, or allow others to do so without the prior written consent of the CITY.
- 7.2 The ARTIST shall guarantee his/her Work to be free from faults of material and workmanship for a period of one (1) year after installation and final acceptance by the CITY. The ARTIST shall deliver the Work to the CITY free and clear of any liens from any source whatever. These guarantees shall apply only to that Work which is entirely that of the ARTIST or persons responsible to the ARTIST, as installed, and shall not apply to materials or workmanship of projects in which the Work of the ARTIST is integrated or combined, or to materials purchased, acquired, or installed by a person or entity not responsible to the ARTIST.
- 7.3 The ARTIST shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the Work described in this Agreement.

ARTICLE 8. COMPENSATION AND TIME OF PERFORMANCE

- 8.1 The ARTIST shall be paid for services satisfactorily rendered pursuant to this Agreement in accordance with the terms herein, **Exhibits A and B**, and subsequent adjustments, changes or additions as specifically provided for in this Agreement. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals including transportation of the work to the designated site.
- 8.2 The amount and schedule of payments to the ARTIST are contained in the attached **Exhibit B**, Compensation and Schedule of Payments, provided that such payments shall not exceed a maximum amount of _____ DOLLARS, (\$_____), subject only to adjustments, changes or additions as specifically provided for in this Agreement ("Total Price").
- 8.3 In the event the ARTIST incurs costs in excess of the Total Price, the ARTIST shall pay such excess from his/her own funds, and the CITY shall not be required to pay any part of such excess, and the ARTIST shall have no claim against the CITY on account thereof.
- 8.4 The ARTIST shall submit invoices to the CITY according to the schedule provided for in Exhibit B, such invoice to be in the form requested by the CITY.
- 8.5 In the event that the CITY determines that Work for which it has been invoiced does not meet the contract specifications and that it intends to withhold payment, the CITY shall provide detailed written notice to the ARTIST within fifteen (15) days of receipt of invoice, specifying the failure of performance for which the CITY intends to withhold payment. The ARTIST shall thereafter meet contract standards to the satisfaction of the CITY or advise the CITY that he/she disputes the CITY'S determination that the specifications have not been met.
- 8.6 The CITY shall pay all invoices that meet contract specifications within thirty (30) days of receipt of invoice.
- 8.7 No payment to the ARTIST for any work performed or services rendered shall constitute a waiver or release by the CITY of any claims, rights or remedies it may have against the ARTIST under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the CITY of any failure or fault of the ARTIST, to satisfactorily perform the work as required under this Agreement.

- 8.8 The services to be required of the ARTIST under this Agreement shall be completed in accordance with the schedule for completion of the Work as proposed by the ARTIST and approved by the CITY, provided that such time limits may be extended or otherwise modified by written agreement between the ARTIST and the CITY.
- 8.9 If, when the ARTIST completes fabrication or procurement of the Work in accordance with the approved schedule and notifies the CITY that the Work is ready for installation, the ARTIST is delayed from installing the Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete reasonably to permit installation of the Work therein, or the CITY otherwise does not make the Site available to the ARTIST in accordance with the approved schedule, the CITY shall promptly reimburse the ARTIST for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is made available to the ARTIST for installation of the Work.
- 8.10 The ARTIST shall bear any transportation and storage costs resulting from the completion of the Work prior to the time provided in the schedule for installation of the Work.
- 8.11 The CITY shall always grant a reasonable extension of time to the ARTIST in the event that there is a delay on the part of the CITY in performing its obligations under this Agreement or in completing the underlying capital project, or if conditions beyond the ARTIST'S control or Acts of God render timely performance of the ARTIST'S services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.
- 8.12 For delays in the installation of the Work beyond the schedule provided for under this Agreement caused by factors reasonably under the ARTIST'S control, the CITY agrees to accept one hundred dollars (\$100.00) per day as liquidated damages for such delay.

ARTICLE 9. ARTIST'S RIGHTS

- 9.1 The CITY shall, at its expense, prepare and install at appropriate locations, after consultation with the ARTIST, a plaque or sign, identifying the ARTIST, the title of the Work and the year of completion, and shall

- reasonably maintain such notice in good repair against damages due to normal wear and tear over time, vandalism, and the elements.
- 9.2 The CITY recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The CITY shall reasonably assure that the Work is properly maintained and protected, taking into account the recommendations of the ARTIST as stated in the maintenance program provided by the Artist.
- 9.3 The CITY agrees that it shall not intentionally damage, alter, modify, change or substantially relocate the Work of the ARTIST without first conferring with the ARTIST and obtaining the prior written approval of the ARTIST to the proposed modification, change or substantial relocation.
- 9.4 Notwithstanding an ARTIST'S refusal to provide (or the CITY'S failure for any reason to otherwise obtain) the ARTIST'S written approval provided for in Section 9.3 above, the CITY, in its sole discretion, shall have the right to remove any work of art providing the following terms and conditions are met:
- a. The removal proposal shall first be submitted to and considered by the Santa Cruz City Arts Commission. Following review and consideration of the removal proposal by the Commission, it shall submit its recommendation on removal to the City of Santa Cruz City Council.
 - b. The City of Santa Cruz City Council shall have the duty to decide that a work of art shall be removed. The decision to remove shall not be made by the City Council until the recommendation required in section 9.4a is received and considered by the City Council.
 - c. In the event that the City of Santa Cruz City Council shall decide to remove the Work, the ARTIST shall have the first right of refusal to purchase his/her Work, providing it stands alone and is not integrated into a larger artwork, building or structure and can be removed without expense to the CITY; and the right to have his/her name removed from the Work, as well as the plaque installed pursuant to Section 9.1.
- 9.5 The CITY shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work

- will be made. During the ARTIST'S lifetime, the ARTIST shall have the right to approve all major repairs and restorations, provided, however, that the ARTIST shall not unreasonably withhold approval for any repair or restoration of the Work. If the ARTIST unreasonably fails to approve any repair or restoration, the CITY shall have the right to make or supervise significant repairs and restorations. In the event that the CITY makes repairs or restorations not approved by the ARTIST, the ARTIST shall have the right, at his/her sole option, to have the ARTIST'S name and association with the Work severed. To the extent practical, the ARTIST, during the ARTIST'S lifetime, shall be given the opportunity to make or supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the CITY and the ARTIST shall agree, in writing, prior to the commencement of any significant repairs or restorations, upon the ARTIST'S fee for such services.
- 9.6 All repairs and restorations, whether performed by the ARTIST or the CITY, or by third parties responsible to the ARTIST or the CITY, shall be made in accordance with professionally recognized principles of conservation of artworks.

ARTICLE 10. COPYRIGHTS

- 10.1 The ARTIST shall retain all copyright and all other rights in and to any artwork(s) created under this Agreement, provided that the ARTIST grants to the CITY an irrevocable license to graphically depict the artwork for any non-commercial purpose whatsoever. For the purposes of this limitation, the graphic depiction of the artwork(s) on materials designed to promote the CITY shall be deemed to be a non-commercial use.
- 10.2 If for any reason the proposed design is not implemented, all rights to the proposed artwork shall be retained by the ARTIST.
- 10.3 The ARTIST agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The ARTIST further agrees that the Work will not utilize any protected patent, trademark or copyright in performance of work under this Agreement unless the ARTIST has obtained proper permission and all releases and other necessary documents. If the ARTIST specifies any material, equipment, process or procedure which is protected, the ARTIST shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications.

- 10.4 The ARTIST agrees to release, indemnify, and save harmless the CITY, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

ARTICLE 11. TIME FOR PERFORMANCE

- 11.1 The provisions of this Agreement and the compensation for ARTIST'S services provided for in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project.
- 11.2 Prior to beginning the performance of the services under this Agreement, ARTIST must receive a written Notice to Proceed.
- 11.3 In the event ARTIST is unable to complete the above services because of delays resulting from untimely issuance of a "Notice to proceed," or from untimely review and approval by CITY, and such delays are not the fault of ARTIST, CITY shall grant a reasonable extension of time for completion.
- 11.4 ARTIST shall complete the services required in **Exhibit A** within ___ months from the date of approval of the contract by the City Council.

ARTICLE 12 TERMINATION

- 12.1 Either party may terminate this Agreement with or without cause by providing thirty (30) days notice, in writing, to the other party. Upon the expiration date of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties shall be relieved and discharged herefrom.
- 12.2 In the event that the Agreement is terminated by the CITY without cause, the CITY shall pay the artist for all work performed and services rendered up to the effective date of the termination. The CITY shall have no rights to the ARTIST'S creative work, designs or unfinished artwork(s).
- 12.3 In the event that the Agreement is terminated by the ARTIST without cause, the ARTIST shall promptly reimburse the CITY for all payments made under this Agreement prior to the termination by the ARTIST. Furthermore, if the termination of this Agreement without cause by the Artist causes a delay or substantial changes in the underlying capital

project, the ARTIST shall be liable for any additional costs incurred by the CITY as a result of such termination.

- 12.4 In the event that the CITY determines that the ARTIST has substantially failed to fulfill his/her obligations as provided under this Agreement, the CITY shall provide the ARTIST with written notice detailing the specific obligations which the CITY claims the ARTIST has failed to fulfill and notifying the ARTIST that he/she is deemed to be in breach of the Agreement. If the breach is not cured or if the CITY and the ARTIST cannot agree on a schedule for curing the breach, the Agreement will be deemed terminated on a date specified by the CITY which will be no sooner than ten (10) days from the date of issuance of the notice.
- 12.5 If, because of the death, or any other occurrence beyond the ARTIST'S control, it becomes impossible for the ARTIST to render services or perform work under this Agreement, the Agreement shall be deemed terminated.

ARTICLE 13 INSURANCE/SELF-INSURANCE

ARTIST shall at all times during the term of this contract with the CITY maintain in force those insurance policies and bonds as designated in the attached **Exhibit C** and will comply with all those requirements as stated herein.

ARTICLE 14 EQUAL OPPORTUNITY EMPLOYMENT

- 14.1 ARTIST agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement on the basis of race, color, religion, gender, age, national origin, creed, marital status, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of this agreement.
- 14.2 ARTIST agrees to comply fully with all applicable federal, state, or local laws, ordinances, executive orders and regulations which prohibit discrimination.
- 14.3 ARTIST shall comply with Title I and Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing any services funded in whole or in part by City of Santa Cruz.

ARTICLE 15 MISCELLANEOUS

15.1 RECORDS

ARTIST shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel days charged to this engagement and any expenses for which ARTIST expects to be reimbursed. Such books and records will be available at all times, during normal business hours, for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.2 INDEPENDENT CONTRACTOR

ARTIST is an independent contractor under this Agreement. Personal services provided by the ARTIST shall be by employees of the ARTIST, and not as officers, employees, or agents of CITY, excepting those employees of the CITY made available to ARTIST. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the activities of the ARTIST under this Agreement shall be those of the ARTIST, except for those employees of CITY made available to assist ARTIST.

15.3 SUBCONTRACTORS

In the event ARTIST, during the course of the work under this Agreement, requires the service of any subcontractors or other professional associates in connection with services or activities covered by this Agreement, ARTIST must secure the prior written approval of the CITY.

15.4 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ARTIST, without the prior written consent of CITY.

15.5 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable

to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15.6 MODIFICATIONS

It is agreed that no modification, amendment or alteration in the terms or conditions contained herein and shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.7 CONFORMITY WITH LAW AND SAFETY

ARTIST shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable Federal, State, municipal and local safety regulations. All services performed by ARTIST must be in accordance with these laws, ordinances, codes and regulations. ARTIST shall indemnify and save CITY harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

Accidents: If death, serious personal injury or substantial property damage occurs in connection with the performance of this contract, ARTIST shall immediately notify the City Risk Manager's Office by telephone. ARTIST shall promptly submit to CITY a written report, in such form as may be required by CITY of all accidents which occur in connection with this contract. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of ARTIST'S subcontractors, if any; (3) name and address of ARTIST'S liability insurance carrier; and (4) a detailed description of accident and whether any of CITY'S equipment, tools, material or staff were involved.

15.8 CONFLICT OF INTEREST

No officer, member, or employee of CITY and no member of their governing boards, councils or commissions shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Any

violation of this provisions shall be considered a material breach of this Agreement.

15.9 USE OF CITY PROPERTY

ARTIST shall not use CITY premises, property (including equipment, instruments and supplies) or personnel for any purpose other than the performance of his/her obligations under this Agreement.

15.10 ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

15.11 TIME

Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.12 SERVICE OF PROCESS

ARTIST agrees to appoint _____ with a principal place of business at _____ as its sole agent on whom all process may be served in any action or proceeding for any claim or action arising out of this Agreement.

15.13 SEVERABILITY

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed.

Agreement for Consulting Services

Agreement for Artist Consulting Services

AGREEMENT

Between

CITY OF SANTA CRUZ

and

for

ARTIST CONSULTING SERVICES

This is an Agreement, made and entered into by and between CITY OF SANTA CRUZ, a political subdivision of the State of CALIFORNIA, hereinafter referred to as the "CITY",

AND

, hereinafter called the "ARTIST".

NOW, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and ARTIST agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 CITY COUNCIL: The City Council of Santa Cruz, California, which is the governing body of the City of Santa Cruz government created by the City of Santa Cruz Charter.
- 1.2 ARTIST: _____, the business entity selected to perform services pursuant to this Agreement.

- 1.3 CONTRACT ADMINISTRATOR: The Contract Administrator shall be the Public Art Coordinator, staff of the Arts Commission. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 CITY: City of Santa Cruz, a body corporate and politic and a political subdivision of the state of California.
- 1.5 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.6 PROJECT: (describe)
- 1.7 WORK: The product(s) of the Artists consulting services under this Agreement.

ARTICLE 2. PREAMBLE

Negotiations pertaining to the services to be performed by the ARTIST were undertaken between the ARTIST and a committee pursuant to Chapter _____, City of Santa Cruz Code (Public Art Ordinance reference), and this Agreement incorporates the results of such negotiation.

ARTICLE 3. SCOPE OF WORK

- 3.1 For services rendered herein, CITY shall pay ARTIST a sum not to exceed _____ Dollars \$_____ for work performed during the period beginning _____ through _____. ARTIST shall furnish services as described in **Exhibit A** of this Agreement. Terms and Conditions for Payment are attached in **Exhibit B** of this Agreement.
- 3.2 The ARTIST shall provide monthly progress reports and/or deliverables to Contract Administrator in a manner acceptable to the Contract Administrator.

ARTICLE 4. CHANGES IN SCOPE AND ADDITIONAL WORK

- 4.1 The ARTIST shall, whenever required during the term of this Agreement, present to the CITY in writing, drawing or other appropriate media for further review and approval any significant changes in the scope, design, or nature of the work being performed under this Agreement.

- 4.2 The ARTIST shall obligated to perform the services called for in Exhibit A. The ARTIST and the CITY agree that the Artist shall retain artistic control of his/her services in the performance of the services under this Agreement, subject only to the limitations imposed in Exhibit A.
- 4.3 Notwithstanding the provision of Section 4.2 immediately above, the CITY may, at any time, request the ARTIST in writing to: revise portions of the services that he/she has previously completed in a satisfactory manner; delete portions of the Scope of Work which has yet to be performed; perform additional work beyond the Scope of Work provided in **Exhibit A**; or make other changes within the general Scope of Work to be performed under this Agreement. In the event of such a written request, the ARTIST may, but shall not be obligated to, agree to any such request.
- a. In the event the request for change is agreed to by the ARTIST, this Agreement shall be amended, in writing, specifying the agreed changes, including, but not limited to, a description of services, additional budget, payment schedule and timetable.
 - b. In the event that the ARTIST does not agree to the request, the CITY shall be entitled to terminate the Agreement for cause pursuant to Article 18 hereinafter.
- 4.4 No services for which additional compensation will be charged shall be provided by the ARTIST without the prior written authorization by the CITY and a Notice to Proceed from the Contract Administrator.

ARTICLE 5. RESPONSIBILITIES OF THE ARTIST

- 5.1 The ARTIST agrees that an essential element of this Agreement is the skill and creativity of the ARTIST. The ARTIST shall not assign any of the creative or artistic portions of the Work to another party for the production of the Work without the written consent of the CITY. Failure to conform to this provision may be cause for termination of this Agreement, at the sole option of the CITY.
- 5.2 The ARTIST shall be responsible for providing services described in **Exhibit A** including, but not limited to, the quality and timely completion of the services. The ARTIST shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Work.
- 5.3 In the event the services of the ARTIST are integrated into, combined, or otherwise coordinated with services by third parties not within the control

of the ARTIST, the ARTIST shall not be responsible for such third party services. If any part of the ARTIST'S Work depends for proper execution or results upon the work of the CITY, or a third party responsible to the CITY, the ARTIST shall, prior to proceeding with his or her Work, promptly report the CITY any apparent discrepancies or other defects in such other work which renders it unsuitable for proper execution and results by the ARTIST. The ARTIST shall not be responsible for any liability or failure to fulfill his/her obligations because of such discrepancies or defects. Failure of the ARTIST to report a discrepancy or defect shall constitute an acceptance of the CITY'S or third party's work as fit and proper to receive the ARTIST'S Work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor. Nothing in this section shall limit the responsibility of the ARTIST to take all reasonable steps to coordinate his/her Work with the work of the CITY or of a third party on the project.

- 5.4 The ARTIST shall supply the CITY with (a) his/her current professional resume, (b) four (4) 35-mm color slides of any completed Work, (c) two (2) Black and White 8" x 10" glossy photographic prints of the Work, (d) detailed information concerning the materials used in the creation of the Work, and (e) a detailed maintenance program and schedule for the Work.

ARTICLE 6. RESPONSIBILITIES OF CITY

- 6.1 CITY shall assist ARTIST by placing at ARTIST'S disposal all public information it has available pertaining to the Project.
- 6.2 The CITY shall be responsible for providing the ARTIST, without cost, copies of designs, drawings, reports, and other relevant data needed by the ARTIST in order to design and execute the work.
- 6.2 CITY shall perform in a timely way each and every activity as set forth in the Scope of Services. If delays occur when deliverables of ARTIST are dependent upon the CITY'S timeliness, the ARTIST'S schedule of performance shall be adjusted accordingly.
- 6.3 CITY shall:
- a. arrange for access so that ARTIST may enter upon public and private property as required for ARTIST to perform the services under this Agreement.

- b. Give prompt written notice to ARTIST whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ARTIST'S services.
- c. Arrange appointments, meetings, consultations as needed for the ARTIST to fulfil his obligations under this Agreement.
- d. Review materials as set forth in **Exhibit A** in a timely manner.

ARTICLE 7. WARRANTIES/STANDARDS

- 7.1 The ARTIST warrants that the Work being contracted will be the original product of the ARTIST'S own creative efforts; and (b) the ARTIST shall not sell or reproduce the Work, or allow others to do so without the prior written consent of the CITY.
- 7.3 The ARTIST shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the Work described in this Agreement.

ARTICLE 8. COMPENSATION AND TIME OF PERFORMANCE

- 8.1 The ARTIST shall be paid for services satisfactorily rendered pursuant to this Agreement in accordance with the terms herein, **Exhibits A and B**, and subsequent adjustments, changes or additions as specifically provided for in this Agreement. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.
- 8.2 The amount and schedule of payments to the ARTIST are contained in the attached **Exhibit B**, Compensation and Schedule of Payments, provided that such payments shall not exceed a maximum amount of _____ DOLLARS, (\$_____), subject only to adjustments, changes or additions as specifically provided for in this Agreement ("Total Price").
- 8.3 In the event the ARTIST incurs costs in excess of the Total Price, the ARTIST shall pay such excess from his/her own funds, and the CITY shall not be required to pay any part of such excess, and the ARTIST shall have not claim against the CITY on account thereof.

- 8.4 The ARTIST shall submit invoices to the CITY according to the schedule provided for in Exhibit B, such invoice to be in the form requested by the CITY.
- 8.5 In the event that the CITY determines that Work for which it has been invoiced does not meet the contract specifications and that it intends to withhold payment, the CITY shall provide detailed written notice to the ARTIST within fifteen (15) days of receipt of invoice, specifying the failure of performance for which the CITY intends to withhold payment. The ARTIST shall thereafter meet contract standards to the satisfaction of the CITY or advise the CITY that he/she disputes the CITY'S determination that the specifications have not been met.
- 8.6 The CITY shall pay all invoices that meet contract specifications within thirty (30) days of receipt of invoice.
- 8.7 No payment to the ARTIST for any work performed or services rendered shall constitute a waiver or release by the CITY of any claims, rights or remedies it may have against the ARTIST under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by the CITY of any failure or fault of the ARTIST, to satisfactorily perform the work as required under this Agreement.
- 8.8 The services to be required of the ARTIST under this Agreement shall be completed in accordance with the schedule for completion of the Work as proposed by the ARTIST and approved by the CITY, provided that such time limits may be extended or otherwise modified by written agreement between the ARTIST and the CITY.
- 8.9 If, when the ARTIST completes fabrication or procurement of the Work in accordance with the approved schedule and notifies the CITY that the Work is ready for installation, the ARTIST is delayed from installing the Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete reasonably to permit installation of the Work therein, or the CITY otherwise does not make the Site available to the ARTIST in accordance with the approved schedule, the CITY shall promptly reimburse the ARTIST for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is made available to the ARTIST for installation of the Work.

- 8.10 The ARTIST shall bear any transportation and storage costs resulting from the completion of the Work prior to the time provided in the schedule for installation of the Work.
- 8.11 The CITY shall always grant a reasonable extension of time to the ARTIST in the event that there is a delay on the part of the CITY in performing its obligations under this Agreement or in completing the underlying capital project, or if conditions beyond the ARTIST'S control or Acts of God render timely performance of the ARTIST'S services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.
- 8.12 For delays in the installation of the Work beyond the schedule provided for under this Agreement caused by factors reasonably under the ARTIST'S control, the CITY agrees to accept fifty dollars (\$50.00) per day as liquidated damages for such delay.

ARTICLE 9. ARTIST'S RIGHTS

- 9.1 The CITY shall, at its expense, prepare and install at appropriate locations, after consultation with the ARTIST, a plaque or sign, identifying the ARTIST, the title of the Work and the year of completion, and shall reasonably maintain such notice in good repair against damages due to normal wear and tear over time, vandalism, and the elements.
- 9.2 The CITY recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The CITY shall reasonably assure that the Work is properly maintained and protected, taking into account the recommendations of the ARTIST as stated in the maintenance program provided by the Artist.
- 9.3 The CITY agrees that it shall not intentionally damage, alter, modify, change or substantially relocate the Work of the ARTIST without first conferring with the ARTIST and obtaining the prior written approval of the ARTIST to the proposed modification, change or substantial relocation.
- 9.4 Notwithstanding an ARTIST'S refusal to provide (or the CITY'S failure for any reason to otherwise obtain) the ARTIST'S written approval provided for in Section 9.3 above, the CITY, in its sole discretion, shall have the right

to remove any work of art providing the following terms and conditions are met:

- a. The removal proposal shall first be submitted to and considered by the City of Santa Cruz Arts Commission. Following review and consideration of the removal proposal by the Arts Commission, it shall submit its recommendation on removal to the Santa Cruz City Council.
 - b. The Santa Cruz City Council shall have the duty to decide that a work of art shall be removed. The decision to remove shall not be made by the City Council until the recommendation required in section 9.4a is received and considered by the City Council.
 - c. In the event that the Santa Cruz City Council shall decide to remove the Work, the ARTIST shall have the first right of refusal to purchase his/her Work, providing it stands alone and is not integrated into a larger artwork, building or structure and can be removed without expense to the CITY; and the right to have his/her name removed from the Work, as well as the plaque installed pursuant to Section 9.1.
- 9.5 The CITY shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work will be made. During the ARTIST'S lifetime, the ARTIST shall have the right to approve all major repairs and restorations, provided, however, that the ARTIST shall not unreasonably withhold approval for any repair or restoration of the Work. If the ARTIST unreasonably fails to approve any repair or restoration, the CITY shall have the right to make or supervise significant repairs and restorations. In the event that the CITY makes repairs or restorations not approved by the ARTIST, the ARTIST shall have the right, at his/her sole option, to have the ARTIST'S name and association with the Work severed. To the extent practical, the ARTIST, during the ARTIST'S lifetime, shall be given the opportunity to make or supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the CITY and the ARTIST shall agree, in writing, prior to the commencement of any significant repairs or restorations, upon the ARTIST'S fee for such services.
- 9.6 All repairs and restorations, whether performed by the ARTIST or the CITY, or by third parties responsible to the ARTIST or the CITY, shall be made in accordance with professionally recognized principles of conservation of artworks.

ARTICLE 10. COPYRIGHTS

- 10.1 The ARTIST shall retain all copyright and all other rights in and to any artwork(s) created under this Agreement, provided that the ARTIST grants to the CITY an irrevocable license to graphically depict the artwork in any non-commercial manner whatsoever. For the purpose of this limitation, the graphic depiction of the artwork(s) on materials designed to promote the CITY shall be deemed to be a non-commercial use.
- 10.2 If for any reason the proposed design is not implemented, all rights to the proposed artwork shall be retained by the ARTIST.
- 10.3 The ARTIST agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The ARTIST further agrees that the Work will not utilize any protected patent, trademark or copyright in performance of work under this Agreement unless the ARTIST has obtained proper permission and all releases and other necessary documents. If the ARTIST specifies any material, equipment, process or procedure which is protected, the ARTIST shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications.
- 10.4 The ARTIST agrees to release, indemnify, and save harmless the CITY, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

ARTICLE 11. TIME FOR PERFORMANCE

- 11.1 The provisions of this Agreement and the compensation for ARTIST'S services provided for in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project.
- 11.2 Prior to beginning the performance of the services under this Agreement, ARTIST must receive a written Notice to Proceed.
- 11.3 In the event ARTIST is unable to complete the above services because of delays resulting from untimely issuance of a "Notice to proceed," or from untimely review and approval by CITY, and such delays are not the fault

of ARTIST, CITY shall grant a reasonable extension of time for completion.

- 11.4 ARTIST shall complete the services required in **Exhibit A** within ___ months from the date of approval of the contract by the City Council.

ARTICLE 12 TERMINATION

- 12.1 Either party may terminate this Agreement with or without cause by providing thirty (30) days notice, in writing, to the other party. Upon the expiration date of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties shall be relieved and discharged herefrom.
- 12.2 In the event that the Agreement is terminated by the CITY without cause, the CITY shall pay the artist for all work performed and services rendered up to the effective date of the termination. The CITY shall have no rights to the ARTIST'S creative work, designs or unfinished artwork(s).
- 12.3 In the event that the Agreement is terminated by the ARTIST without cause, the ARTIST shall promptly reimburse the CITY for all payments made under this Agreement prior to the termination by the ARTIST.
- 12.4 In the event that the CITY determines that the ARTIST has substantially failed to fulfill his/her obligations as provided under this Agreement, the CITY shall provide the ARTIST with written notice detailing the specific obligations which the CITY claims the ARTIST has failed to fulfill and notifying the ARTIST that he/she is deemed to be in breach of the Agreement. If the breach is not cured or if the CITY and the ARTIST cannot agree on a schedule for curing the breach, the Agreement will be deemed terminated on a date specified by the CITY which will be no sooner than ten (10) days from the date of issuance of the notice. In the event that the Agreement is so terminated by the CITY, the ARTIST shall promptly reimburse the CITY for all payments made under this Agreement prior to the termination by the CITY.
- 12.5 If, because of the death, or any other occurrence, it becomes impossible for the ARTIST to render services or perform work under this Agreement, the Agreement shall be deemed terminated.

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ARTIST shall at all times during the term of this contract with the CITY maintain in force those insurance policies and bonds as designated in the attached **Exhibit C** and will comply with all those requirements as stated herein.

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- 14.1 ARTIST agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement on the basis of race, color, religion, gender, age, national origin, creed, marital status, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of this agreement.
- 14.2 ARTIST agrees to comply fully with all applicable federal, state, or local laws, ordinances, executive orders and regulations which prohibit discrimination.
- 14.3 ARTIST shall comply with Title I and Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing any services funded in whole or in part by City of Santa Cruz.

ARTICLE 15 MISCELLANEOUS

15.1 RECORDS

ARTIST shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel days charged to this engagement and any expenses for which ARTIST expects to be reimbursed. Such books and records will be available at all times, during normal business hours, for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.2 INDEPENDENT CONTRACTOR

ARTIST is an independent contractor under this Agreement. Personal services provided by the ARTIST shall be by employees of the ARTIST, and not as officers, employees, or agents of CITY, excepting those employees of the CITY made available to ARTIST. Personnel policies, tax responsibilities, social security and health insurance, employee benefits,

purchasing policies and other similar administrative procedures applicable to the activities of the ARTIST under this Agreement shall be those of the ARTIST, except for those employees of CITY made available to assist ARTIST.

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In the event ARTIST, during the course of the work under this Agreement, requires the service of any subcontractors or other professional associates in connection with services or activities covered by this Agreement, ARTIST must secure the prior written approval of the CITY.

15.4 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ARTIST, without the prior written consent of CITY.

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This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15.6 MODIFICATIONS

It is agreed that no modification, amendment or alteration in the terms or conditions contained herein and shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.7 CONFORMITY WITH LAW AND SAFETY

ARTIST shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable Federal, State, municipal and local safety regulations. All services performed by ARTIST must be in accordance

with these laws, ordinances, codes and regulations. ARTIST shall indemnify and save CITY harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

Accidents: If death, serious personal injury or substantial property damage occurs in connection with the performance of this contract, ARTIST shall immediately notify the City Risk Manager's Office by telephone. ARTIST shall promptly submit to CITY a written report, in such form as may be required by CITY of all accidents which occur in connection with this contract. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of ARTIST'S subcontractors, if any; (3) name and address of ARTIST'S liability insurance carrier; and (4) a detailed description of accident and whether any of CITY'S equipment, tools, material or staff were involved.

15.8 CONFLICT OF INTEREST

No officer, member, or employee of CITY and no member of their governing boards, councils or commissions shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this provisions shall be considered a material breach of this Agreement.

15.9 USE OF CITY PROPERTY

ARTIST shall not use CITY premises, property (including equipment, instruments and supplies) or personnel for any purpose other than the performance of his/her obligations under this Agreement.

15.10 ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

15.11 TIME

Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.12 SERVICE OF PROCESS

ARTIST agrees to appoint _____ with a principal place of business at _____ as its sole agent on whom all process may be served in any action or proceeding for any claim or action arising out of this Agreement.

15.13 SEVERABILITY

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed.

Artwork Transfer of Title

Artwork Transfer of Title

CITY OF SANTA CRUZ, CALIFORNIA

AGREEMENT FOR TRANSFER OF TITLE OF ARTWORK

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between the CITY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as the "CITY", and _____, with an office located at _____, hereinafter called the "ARTIST".

WHEREAS, the ARTIST has created a certain artwork (the "Work"):

Title _____

Medium _____

Dimensions _____

Date of Creation _____

Size of Edition of this Work _____, and

WHEREAS, the CITY proposes to purchase the Work from the ARTIST, and the ARTIST proposes to transfer title and possession of the Work to the CITY; and

NOW, THEREFORE, CITY and ARTIST, for consideration hereinafter set forth, mutually agree as follows:

ARTICLE 1. SCOPE OF AGREEMENT

1.1 The ARTIST hereby transfers title and possession of the Work to the CITY.

1.2 The CITY agrees to pay the ARTIST as compensation a fee of

_____ DOLLARS (\$ _____), including sales taxes. It is understood that the CITY has no obligations

whatsoever with respect to sales commissions or any agreements with galleries or other agents with whom the ARTIST may have contracted.

1.3 The Work is to be delivered to the CITY no later than _____(date)

1.4 The Work is to be installed by _____. If the ARTIST is responsible for the installation of the Work, the scope of work and additional compensation, if any, for that installation is contained in the attached Exhibit A. Any unusual or extraordinary installation requirements, whether to be performed by the ARTIST or others, shall be cleared with the CITY in advance.

1.5 The ARTIST shall supply the CITY with (a) his/her current professional resume, (b) four (4) 35-mm color slides of the Work, (c) two (2) Black and White 8" x 10" glossy photographic prints of the Work, (d) detailed information concerning the materials used in the creation of the Work, and (e) a detailed maintenance program and schedule for the Work.

ARTICLE 2 WARRANTIES/STANDARDS

2.1 The ARTIST warrants that (a) the Work being purchased is the original product of his/her own creative efforts; (b) unless otherwise stipulated, the Work is original; and (c) that the ARTIST shall not sell or reproduce the Work, or allow others to do so without the prior written consent of the CITY.

2.2 The ARTIST shall guarantee his/her Work to be free from faults of material and workmanship for a period of one (1) year after installation and final acceptance by the CITY. The ARTIST shall deliver the Work to the CITY free and clear of any liens from any source whatever.

ARTICLE 3 ARTIST'S RIGHTS

3.1 The CITY shall, at its expense, prepare and install at appropriate locations, after consultation with the ARTIST, a plaque or sign, identifying the ARTIST, the title of the Work and the year of completion, and shall reasonably maintain such notice in good repair against damages due to normal wear and tear over time, vandalism, and the elements.

3.2 The CITY recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The CITY shall reasonably assure that the Work is properly maintained and protected, taking into account the

recommendations of the ARTIST as stated in the maintenance program provided by the Artist.

3.3 The CITY agrees that it shall not intentionally damage, alter, modify, change or substantially relocate the Work of the ARTIST without first conferring with the ARTIST and obtaining the prior written approval of the ARTIST to the proposed modification, change or substantial relocation.

3.4 Notwithstanding an ARTIST'S refusal to provide (or the CITY'S failure for any reason to otherwise obtain) the ARTIST'S written approval provided for in Section 3.3 above, the CITY, in its sole discretion, shall have the right to remove any work of art providing the following terms and conditions are met:

a. The removal proposal shall first be submitted to and considered by the Santa Cruz Arts Commission. Following review and consideration of the removal proposal by the Arts Commission, it shall submit its recommendation on removal to the City Council of the City of Santa Cruz.

b. The City Council of the City of Santa Cruz shall have the duty to decide that a work of art shall be removed. The decision to remove shall not be made by the City Council until the recommendation required in section 3.4a is received and considered by the City Council.

c. In the event that the City Council shall decide to remove the Work, the ARTIST shall have the first right of refusal to purchase his/her Work, providing it stands alone and is not integrated into a larger artwork, building or structure and can be removed without expense to the CITY; and the right to have his/her name removed from the Work, as well as the plaque installed pursuant to Section 3.1.

3.5 The CITY shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work will be made. During the ARTIST'S lifetime, the ARTIST shall have the right to approve all major repairs and restorations, provided, however, that the ARTIST shall not unreasonably withhold approval for any repair or restoration of the Work. If the ARTIST unreasonably fails to approve any repair or restoration, the CITY shall have the right to make or supervise significant repairs and restorations. In the event that the CITY makes repairs or restorations not approved by the ARTIST, the ARTIST shall have the right, at his/her sole option, to have the ARTIST'S name and association with the Work severed. To the extent practical, the ARTIST, during the ARTIST'S lifetime, shall be given the opportunity to make or supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the CITY and the

ARTIST shall agree, in writing, prior to the commencement of any significant repairs or restorations, upon the ARTIST'S fee for such services.

3.6 All repairs and restorations, whether performed by the ARTIST or the CITY, or by third parties responsible to the ARTIST or the CITY, shall be made in accordance with professionally recognized principles of conservation of artworks.

ARTICLE 4 COPYRIGHTS

4.1 The ARTIST shall retain all copyright and all other rights in and to any artwork(s) created under this Agreement, provided that the ARTIST grants to the CITY an irrevocable license to graphically depict the Work in any non-commercial manner whatsoever. For the purpose of this limitation, the graphic depiction of the Work on materials designed to promote the CITY shall be deemed to be a non-commercial use.

4.2 The ARTIST agrees that the creation of the Work covered by this Agreement complied with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The ARTIST further agrees that the Work does not utilize any protected patent, trademark or copyright in performance of work under this Agreement unless the ARTIST has obtained proper permission and all releases and other necessary documents. If the Work contains any material, equipment, process or procedure which is protected, the ARTIST warrants that he/she has disclosed such patents, trademarks and copyrights to the CITY prior to the signing of this Agreement.

4.3 The ARTIST agrees to release, indemnify, and save harmless the CITY, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

ARTICLE 5 CONFLICT OF INTEREST

No officer, member, or employee of CITY and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither the ARTIST, nor any member of ARTIST'S family, shall serve on a CITY board, committee or hold any such position which, either by rule, practice, or action, nominates, recommends, supervises ARTIST'S operations, or authorizes funding to ARTIST.

ARTICLE 6 ASSIGNMENT OF CONTRACT

Nothing contained in this Agreement shall be construed to permit assignment or transfer by ARTIST of any rights under this Agreement and such assignment or transfer is expressly prohibited and void.

ARTICLE 7 NON-DISCRIMINATION

ARTIST assures that he/she will comply with the Americans with Disabilities Act and with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, gender, sexual orientation, national origin, age, religion, political affiliation, or any other non-merit factors be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

ARTICLE 8 USE OF CITY PROPERTY

ARTIST shall not use CITY premises, property (including equipment, instruments and supplies) or personnel for any purpose other than the performance of his/her obligations under this Agreement.

ARTICLE 9 MODIFICATION

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

ARTICLE 10 HOLD HARMLESS/INDEMNIFICATION

12.1 The ARTIST shall indemnify the CITY, its officers and employees against liability for injury or damage caused by a negligent act or omission of ARTIST in the performance of this Agreement and shall hold CITY harmless from any loss occasioned as a result of the performance of this contract by ARTIST.

12.2 The CITY shall indemnify the ARTIST against liability for injury or damage caused by a negligent act or omission of the CITY, its officers and employees in the performance of this Agreement and shall hold the ARTIST harmless from any loss occasioned by such negligent act or omission.

ARTICLE 14 SEVERABILITY

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed.

Artwork Loan Agreement

Artwork Loan Agreement

AGREEMENT

Between the

CITY OF SANTA CRUZ

and

for

LOAN OF ARTWORK

This is an Agreement, made and entered into by and between CITY OF SANTA CRUZ, a political subdivision of the State of CALIFORNIA, hereinafter referred to as the "CITY",

AND

_____, hereinafter called the "BORROWER".

WHEREAS, the CITY owns a certain artwork (the "Work"):

Title _____

Accession Number _____

Medium _____

Dimensions _____

Date of Creation _____

Size of Edition of this Work _____

Permanent Location of Artwork _____

Purchase Price _____

Current Value: _____; and

WHEREAS, the BORROWER proposes to borrow the Work from the CITY, and the CITY proposes to temporarily lend the Work to the BORROWER;

NOW, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and BORROWER agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATION

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 CITY COUNCIL: The City Council of the CITY OF SANTA CRUZ, CALIFORNIA, which is the governing body of the Santa Cruz City government created by the Santa Cruz City Charter.
- 1.2 BORROWER: _____, the business entity seeking to borrow the Work.
- 1.3 CONTRACT ADMINISTRATOR: The Contract Administrator shall be the Public Art Coordinator, staff to the Santa Cruz Arts Commission. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 CITY: The City of Santa Cruz, a body corporate and politic and a political subdivision of the state of CALIFORNIA.
- 1.5 WORK: A work of art owned by City of Santa Cruz that has been proposed to be loaned to the Borrower.

ARTICLE 2. SCOPE OF AGREEMENT

- 2.1 The BORROWER hereby accepts a temporary loan of the Work from the CITY for the purposes described in the attached **Exhibit A**, which is incorporated into this Agreement by reference.
- 2.2 The BORROWER agrees to pay the CITY as compensation a fee of

_____ DOLLARS (\$ _____). This fee represents full compensation for the use of the Work during the period

of _____ to _____.

2.3 The Work is to be picked up from the CITY by the BORROWER or the BORROWER'S agent no later than _____. The WORK is to be returned to the CITY no later than _____.

2.4 The Work requires special handling. This special handling is described in the attached **Exhibit A**, which is incorporated into this Agreement by reference.. The BORROWER agrees to follow the CITY'S special handling instructions exactly as specified by the CITY.

2.5 The Work requires special climate and environmental conditions. These conditions are described in the attached **Exhibit B**, which is incorporated into this Agreement by reference. The BORROWER agrees to provide the special climate and environmental conditions as specified by the CITY. Unless otherwise stated in **Exhibit B**, the Work must be installed only in areas where they are protected against fading and cockling caused by direct or reflected sunlight, strong artificial light or excessive heat.

2.6 Because of the value of the Work, special security is needed during the period of the loan of the Work. This special security required is described in the attached **Exhibit C**, which is incorporated into this Agreement by reference. The BORROWER agrees to provide the special security as specified by the CITY.

ARTICLE 3 SPECIAL CONDITIONS

3.1 The BORROWER acknowledges receipt of the above referenced Work in good condition, except at noted in the attached **Exhibit D**, Condition of Work, which is incorporated into this Agreement by reference. This Agreement is not valid until both the CITY and the BORROWER have signed the **Exhibit D**.

3.2 The BORROWER shall be responsible for any damage or loss of the Work during the period of the loan, regardless of the source or cause of the damage or loss. BORROWER shall maintain continuous insurance protection during the period of the loan in an amount equal to or

- exceeding the current value of the Work. The CITY shall be named as additional insured on the BORROWER'S policy during the period of the loan. The Work shall not be released by the CITY to the BORROWER until the BORROWER has provided the CITY with certificates of insurance. In the event of damage to or loss of the Work, the BORROWER shall notify the CITY of the loss or damage within forty-eight (48) hours of the discovery of such loss or damage.
- 3.3 In any public exhibition of the Work, the BORROWER agrees that the public shall be admitted to the exhibition free of charge during the period of the exhibition, except as noted in Exhibit E. In any event, admission to the exhibition shall be without any restriction or discrimination based on race, creed, color, national origin, mental or physical handicap, sex, age or sexual orientation.
- 3.4 All publicity, press releases, invitations, announcements, catalogs, labels, or other printed materials concerning the exhibition must credit the CITY with ownership of the Work. BORROWER agrees to send two (2) copies of all printed materials relating to the exhibition, as well as any reviews, critiques or newspaper articles about the exhibition, to the CITY within thirty (30) days following the close of the exhibition.
- 3.5 The CITY retains the right to withdraw the Work from the exhibition at any time for any urgent necessity as determined solely by the CITY. Since the CITY will only withdraw the Work for urgent necessity, the BORROWER agrees to cooperate in promptly packing and shipping the Work as requested by the CITY.

ARTICLE 4 COPYRIGHTS

- 4.1 The BORROWER shall not copy or duplicate the Work in any way, except for the making of photographic images or other graphic depictions of the work for the purposes of promoting the exhibition or for the inclusion of the Work in an exhibition catalog or brochure. The BORROWER shall also be permitted to make photographic reproductions of the Work for insurance or other curatorial purposes.
- 4.2 The BORROWER agrees to release, indemnify, and save harmless the CITY, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the infringement of any patent, trademark or copyright protected by law.

ARTICLE 5 EQUAL OPPORTUNITY EMPLOYMENT

- 5.1 BORROWER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement on the basis of race, color, religion, gender, age, national origin, creed, marital status, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of this agreement.
- 5.2 BORROWER agrees to comply fully with all applicable federal, state, or local laws, ordinances, executive orders and regulations which prohibit discrimination. BORROWER agrees, if requested, to furnish CITY with a copy of its Affirmative Action Policy.
- 5.3 BORROWER shall comply with Title I and Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing any services funded in whole or in part by Broward City.

ARTICLE 6 INDEMNIFICATION

- 6.1 BORROWER shall indemnify, save harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of BORROWER, its agents, servants or employees in the performance of services under this Agreement.
- 6.2 Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction, or material of any kind delivered hereunder, constitutes an infringement of any copyright, patent, trademark, tradename, or otherwise results in unfair trade practice.
- 6.3 The execution of this Agreement by BORROWER shall obligate BORROWER to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth in the insurance provision.

ARTICLE 7 MISCELLANEOUS

7.1 RECORDS

BORROWER shall keep such records and accounts of this project and require any and all subcontractors to keep such records and accounts as

may be necessary in order to maintain a complete accounting of the finances of the project. Such books and records will be available at all times, during normal business hours, for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

7.2 INDEPENDENT CONTRACTOR

BORROWER is an independent contractor under this Agreement. Personal services provided by the BORROWER shall be by employees of the BORROWER, and not as officers, employees, or agents of CITY, excepting those employees of the CITY made available to BORROWER. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the activities of the BORROWER under this Agreement shall be those of the BORROWER, except for those employees of CITY made available to assist BORROWER.

7.3 SUBCONTRACTORS

In the event BORROWER, during the course of the work under this Agreement, requires the service of any subcontractors or other professional associates in connection with services or activities covered by this Agreement, BORROWER must secure the prior written approval of the CITY.

7.4 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by BORROWER, without the prior written consent of CITY.

7.5 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof

shall be predicated upon any prior representations or agreements, whether oral or written.

7.6 MODIFICATIONS

It is agreed that no modification, amendment or alteration in the terms or conditions contained herein and shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.7 CONFLICT OF INTEREST

No officer, member, or employee of CITY and no member of their governing boards, councils or commissions shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this provisions shall be considered a material breach of this Agreement.

7.8 USE OF CITY PROPERTY

BORROWER shall not use CITY premises, property (including equipment, instruments and supplies) or personnel for any purpose other than the performance of his/her obligations under this Agreement.

7.9 ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

7.10 TIME

Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

7.11 WAIVER OF DEFAULT

Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be

construed to be a modification of the terms of the Agreement unless contained in a written document executed with the same formality and/or equal dignity herewith and attached to the original contract.

7.12 SERVICE OF PROCESS

BORROWER agrees to appoint _____ with a principal place of business at _____ as its sole agent on whom all process may be served in any action or proceeding for any claim or action arising out of this Agreement.

7.13 SEVERABILITY

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed.

Appendices

Participants

STEERING COMMITTEE

Jamie Abbott, artist and teacher,
Cabrillo College

Daniel Alejandrez, executive director,
Barrios Unidos

Susana Arias, sculptor/installation artist

Charles Canfield, owner, Seaside
Company

Neal Coonerty, owner, Bookshop Santa
Cruz

Geoffery Dunn, executive director,
Community Television

Ed Houghton, Dean of the Arts,
University of California Santa Cruz

Eduardo Izquierdo, former arts
commission

Joni Janecki, landscape architect

Joe Levine, Chair, Santa Cruz City Arts
Commission

Mark Levy, teacher, Santa Cruz High
School Art Department

Cynthia Mathews, Santa Cruz City
Councilmember

Nobuho Nagasawa, artist and Professor,
University of California Santa Cruz

Harvey Nickelson, Coast Commercial
Bank

George Ow, businessman

Mark Primack, architect

Roy Rydell, architect

Manny Santana, painter and sculptor;
owner, Manny's Restaurant;

Collette Searls, arts program manager,
William James Association

Francisco Serna, community liaison,
Beach Flats Community Center

Linda Steinau, executive director,
Downtown Association

Ann Thierman, painter/muralist

Sara Wilbourne, dancer/
choreographer; arts manager

Jack Zajac, sculptor

KEY PERSON INTERVIEWS

All affiliations and titles are at the time
of interview.

Jamie Abbot, artist and teacher, Cabrillo
College

Carole Atkinson, publisher, Good Times

Daniel Alejandrez, executive director,
Barrios Unidos

Wallace Baine, arts editor, Santa Cruz
County Sentinel

Jack Baskin, businessman

Tandy Beal, dancer/choreographer; arts
manager

Katherine Beiers, Councilmember, City of Santa Cruz

Martin Bernal, assistant city manager, City of Santa Cruz

Buz Bezore, editor, Metro Santa Cruz

Mary Beth Campbell, Councilmember, City of Santa Cruz

Ceil Cirillo, Redevelopment Department, City of Santa Cruz

Karen Clark, Santa Cruz County Sentinel

Neal Coonerty, owner, Bookshop Santa Cruz

Marc D'estout, dean of art and design, UCSC Extension

Richard Deutsch, artist

Larry Erwin, Public Works Department, City of Santa Cruz

Eileen Fogarty, Planning Department, City of Santa Cruz

Tom Fredricks, executive co-director, Cabrillo Music Festival

Jennifer González, Professor Art History, UCSC

Angelo Grova, artist

Judi Grunstra, Arts Commission

Mary Hockenbery, Arts Commission

Michael Hernandez, Councilmember City of Santa Cruz

Charles Hilger, executive director, Museum of Art and History

Maggie Ivy, executive director, Convention and Visitors Center

Eduardo Izquierdo, former arts commissioner

Jim Lang, Parks & Recreation Department, City of Santa Cruz

Scott Kennedy, Councilmember, City of Santa Cruz

Mattie Leeds, artist

Joseph Levine, Arts Commission

Norm Lezin, owner, Salz Tannery

Lance Linares, executive director, Community Foundation of Santa Cruz County

John Lisher, owner, Artisan's Gallery

Lynn Magruder, executive director, Cultural Council of Santa Cruz County

Cynthia Mathews, Mayor, City of Santa Cruz

Maureen Munroe, Arts Commission

Nobuho Nagasawa, artist and professor, University of California Santa Cruz

Jack Ness, Finance Department, City of Santa Cruz

Gorden Pusser, developer

Mike Rotkin, Councilmember, City of Santa Cruz

Celia Scott, Councilmember, City of Santa Cruz

Francisco Serna, Community Liaison Beach Flats Community Center

Carol Scurich, Supervisor of Recreation, City of Santa Cruz

Linda Steinau, executive director, Downtown Association

David Swanger, Arts Commission

Peter Troxell, general manager, KUSP

Ann Turner, Library Department, City
of Santa Cruz
LaLeña Vann, development director, Art
League

Drewsila Ho
Joni Janecki
Sally Jorgensen
Michael Kilgore
Bry Levin
Robert Larson
Marilyn MacKenzie

FOCUS GROUP PARTICIPANTS

Jamie Abbott, artist
Glen Carter, artist
Hugh Carter, architect
Jane Gregorous, artist
Charles Hilger, artist
Sally Jorgensen, artist
Kimberly MacLoud, artist
Gypsy Powers, artist
Willow Simmons, artist
Matthew Thompson, architect
Amy West, landscape designer

DESIGN TEAM PARTICIPANTS

Kathleen Abood
Laura Anderson
Kate Bentley
Kathleen Crocetti
Richard Deutsch
Ea Eckerman
George Foy
Mike Grisez
Jennifer González
Catarina Hosler
Dave Mitchell
Holt Murray
Nobuho Nagasawa
Del Pezzoni
Gypsy Powers
Paul Rodriguez
Warren Sack
Kathleen Shaeffer
Willow Simmons

Dave Tanza

Matthew Thompson

Dave Wilber

Adam Zawadzki

Design Team Assessment

The images in this plan were developed by the 30 artists, architects, landscape architects, other design professionals and community members who participated in the Design Team Assessment process. The Assessment was key to the vitality of the planning process. The process had three purposes: to provide the participants with training in public art; to allow these professionals to develop working relationships with one another; and to produce a series of designs giving the citizens of Santa Cruz a visual representation of what public art can do for their City.

The consultants met with interested artists in four workshop sessions over seven months. Participants viewed the results of other design team assessments, participated in a session of the public art design process, and collectively refined the proposals for an exhibition at the McPherson Center and for inclusion in this plan. Teams members met throughout this process many times to work on their designs. In May 1998, the artists presented their designs to City Council. At the date of this report, no project is slated for development.

We invite the reader to read about the work these design teams produced. The artists' names and descriptions of each team's work are on the following pages. If you are interested in viewing the designs, showing them to a community group, or displaying them at your public place of business, please call the Arts Commission at 408.429-3778. The 30 designs from the 7 projects are available in three formats: approximately 3 x 4 foot foam core mounted boards; color slides; and both black and white and color 8 1/2 x 11 prints.

Branciforte Creek

Artist: Ea Eckerman

Branciforte Creek runs through many Santa Cruz neighborhoods before it empties into the San Lorenzo River. Currently is it an ugly cement channel with no design element. The artist's plan calls for paths along the edge of the creek, with footbridges crossing the creek that can be seen from neighboring bridges. The bridges will act as markers, celebrating the river and creating a sense of place. In addition, the design calls for the straight sides for the channel to be terraced so that the form is pleasing to the eye and so wild plants can take root and grow along the tops of each terrace.

The artist's vision is to make the ordinary extraordinary using art and good design in the infrastructure of our city.

Mission Street: A Highway Runs Through it

Artists: Kathleen Abood, Mike Grisez, Dave Mitchell, Warren Sack

Mission Street is the City's northern gateway. It is a busy two lane road, with strip malls, gas stations, restaurants, and convenience stores. Some local businesses have attempted beautification with murals and attractive store and restaurant fronts, but these efforts do not overcome the feeling of the street being cluttered with advertising, signage, and utility lines.

The redesign plan is to remove much of that which clutters in order to open the space to the natural environment. In addition, design elements would be added that would signify the meaning of Santa Cruz. Design elements include surfboards along the median, a sign welcoming motorists from the North, and colorful crosswalks making visual, pedestrian connections between both sides of the street. The high school sound wall would be transformed by a colorful brick image of natural bridges beach and ocean. Another plan element is *Mission Motion Media*. Busses would connect Mission Street with downtown. In the busses and at the bus stops would be audio-visual kiosks where people could listen or watch information about the neighborhood or record their own stories. Video artists would edit the recorded stories and put them into the system for future visitors to view.

Paseo Por Agua

Artists: Laura Anderson, Kathleen Crocetti, Joni Janecki, Gypsy Powers, Willow Simmons, Adam Zawadzki

The beachfront holds many attractions for the visitors and citizens of Santa Cruz. The area has been undergoing renovations, and there are extensive plans for further beatification and redevelopment. The artists plans suggest many ways art can help create a sense of history and place, while making the area more attractive to visitors and residents alike. There are two themes that connect the work. One addresses the historical element. As one walks south along the blue path from the wharf to the railroad bridge, each block brings you forward in time, starting from the natural environment to a skate board park celebrating present day Santa Cruz. The other theme is sea life. Whales, seals, seaweed, and birds enhance the infrastructure of fountains, trash receptacles, open showers, and public restrooms. Cars have been removed from the area. Cafes and shops open onto grassy areas and patios dotted with tables and umbrellas. The entire area becomes a place to walk, play, shop, eat and enjoy the beachfront.

The San Lorenzo River

George Foy, Marilyn MacKenzie, Holt Murray, Del Pezzoni, Paul Rodrigues, Dave Wilber

A common question asked when talking about the built environment of Santa Cruz is, “Why have we turned our back on the river?” Santa Cruz has a beautiful natural resource that is blocked from our everyday view by a large levee. As downtown is below sea level, citizens understand its importance, but hope that the city can somehow be reconnected to this natural resource. The artists and architects in this team have come up with some beautiful and practical solutions for connecting the people to the river.

This plan is extensive, with the entire stretch of the river from highway 1 to the bend at Third Street redesigned. Large cement fish play under the bridges, the pump stations are graced with dancers, singers, and sinking battleships; and the bridges are detailed with stone steelhead and seashells. Riverfront restaurants, shops and a performing arts center sit atop the levee, with patios overlooking the river, while parking is provided underneath. A wide bridge connects the park with the bus station, offering pavilions for small shops or farmers markets, and places to eat lunch or just sit and watch the river flow. The river itself would be managed so that the water would be channeled into smaller focused streams as the summer wore on, with space for gardens and play areas for children appearing as the river recedes.

Santa Cruz Landfill

Richard Deutsch, Jennifer González, Robert Larson, Nobuho Nagasawa, Dave Tanza

The landfill just north of town was founded in 1920 and will continue to accept our trash for about another 30 years. The city landfill has spectacular views of the ocean, and sits in a beautiful natural landscape. This plan calls for transforming the site into a place where the public can learn about trash and the possibilities of using recycled materials in art, housing, design, and other uses. As you enter the landfill site a center would provide information about recycling and recycled product's many uses. Both scientists and artists in-residence would work with school children to create temporary art works for the site. One could walk down an archeological boardwalk, and enter a glass elevator to view the historical accumulation of the years. Windmills, earthworks and housing made of tires, cans and bottles would dot the landscape.

Waterworks: Neary Lagoon Park

Artists: Drewsila Ho, Michael Kilgore, Bry Levin

Neary Lagoon is a unique place. It is a beautiful natural environment in the center of the city that stretches from Bay and California Streets down to the beach/wharf area. It has both a park and a water treatment center. The design team would like to make the site more visitor friendly, allowing them to enjoy the natural environment, and educate themselves about the City's water system. In the design, a tile path with a water design leads through the Neary Lagoon telling the story of water. A mural wall stretches along the path, with views of and information about the water treatment center. There would be a skate park, and an amphitheater for small performances and presentations. Benches with names and quotations from artists, scientists, environmental thinkers and other visionaries are set in quiet areas just off the path.

The Wharf Transformed

Artists: Kate Bentley, Catarina Hosler, Sally Jorgensen, Kathleen Shaeffer, Matthew Thompson

The streets leading to the wharf from downtown are drab and not pedestrian friendly. The City is currently working on redesigning the area in its beach-front plan; the artists hope these ideas will inspire and enhance the City's on going improvement efforts. The artists focused on gateways and arrivals. They envisioned a site that is visually exciting and welcoming to visitors, pulling pedestrian and vehicle traffic to the wharf area with landmarks and signs. An enormous gossamer sculpture marks the entry to the wharf and would be visible from great distances. Neon arches light the wharf. Car traffic would be removed from the wharf and a "seashuttle" would carry people to and from downtown or the parking lot. The wall along Pacific Avenue would retain its natural spring, but a waterfall would flow over the rocks and plants cascading into a trough that would carry the water out to sea. A seaweed inspired design would be used for the railings and posts. Unusual street lamps would project sea images into the fog at night. Beach goers and restaurant dinners alike could enjoy the sea creatures that would "float" on the water between the beach and the wharf.