



AGENDA
CITY OF SEASIDE
ART AND HISTORY
COMMISSION

REGULAR MEETING
VIRTUAL ONLY
Tuesday, February 9, 2021
5:45 PM

This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows local legislative bodies to hold public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice.

REMOTE PUBLIC COMMENTS To make a public comment, the following options are available:

- Before the Meeting via Email: Written comments can be emailed to acollick@ci.seaside.ca.us Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)". Written comments must be received by 5:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration, compiled as part of the record, and may be read into the record.
- During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor or Board Chair. Please note, if you chose to make comments orally, your written comments will not be read but will be included in the final record.

In an effort to ensure the virtual process closely follows our normal process, public comment will be accepted in writing during the meeting, but may not be read into the record during the meeting, but will be included as part of the final administrative record. Please do not plan to use the chat or Q&A features to put a comment on record. These resources are for tech support only

1. CALL TO ORDER

2. ROLL CALL - ESTABLISHMENT OF QUORUM

ART AND HISTORY COMMISSION

Steven Russell
Janie Silveria
Francoise Avery
Yollette Merritt
Emerson Brown
Hamish Tyler

Chair
Vice Chair
Commissioner
Commissioner
Commissioner
Commissioner

3. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

A. November 2nd 2020

B. December 15th 2020

6. BUSINESS ITEMS

A. SAND CITY MURAL PROJECT INFORMATION

B. AVERY GALLERY: GERMAINE HATCHER SHOW 2022

C. AVERY GALLERY: ONLINE GALLERY

D. UTILITY BOXES

E. 2021 WORK PLAN

7. COMMISSIONER REPORTS

8. STAFF COMMUNICATION

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
MAY 11TH, 2020
5:45PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:
<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



AGENDA

**CITY OF SEASIDE
ART & HISTORY COMMISSION**

**ZOOM MEETING
Oldemeyer Center
986 Hilby Avenue
November 10th, 2020
5:45 p.m.**

1. CALL TO ORDER: 5:47PM

2. ROLL CALL – ESTABLISHMENT OF QUORUM:

ART AND HISTORY COMMISSION:

Steven Russell	Chair	6:05pm
Janie Silveria	Vice Chair	X
Francoise Avery	Commissioner	X
Hamish Tyler	Commissioner	X
Yollette Merritt	Commissioner	6:00pm
Emerson Brown	Commissioner	X

3. PUBLIC COMMENTS:

4. APPROVAL OF MINUTES: August 11th, 2020

Motion: Commissioner Tyler, Commissioner Avery, Passes Unanimously

5. REVIEW OF AGENDA:

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required)

6. BUSINESS ITEMS:

a. Campus Towne Presentation

- Technical difficulties, presentation postponed to a Special Meeting at a later date.

b. 2021 Work Plan

- The work plan that was finalized last time was for 2020.
- The 2020 Work Plan was finalized and approved by SAHC, but staff is unsure if they were presented to City Council due to pandemic.
- There was the idea to design the workplan in a new structure for this year.
- Commissioner Tyler suggests tabling the discussion.
- Commissioner Avery agrees that the discussion of the work plan should be tabled because we cannot make any conclusions regarding dates
- Staff reminds the commission that the work plan will still be due in April.
- Commissioner Brown feels because of the nature of the archives we could possibly focus our workplan around that.

- Commissioner Brown also suggests looking at the things that were delayed due to covid to see if any are able to be done in 2021. Commissioner Tyler agrees.
- Commissioner Brown would like to have a previous version of the workplan sent out so commissioner can do their own editing.
- Commissioner Brown would like spearhead the workplan rewrite.

c. Updates

- **Commissioner Liaison**
 - This was where commissioners were asked to go watch the meetings of other commissions and come back to report on it.
 - Staff was asked to make a spread sheet of the commission meetings and when they happen

7. REPORTS FROM COMMISSIONERS:

Commissioner Tyler

- Reviewed the contract with AMP and made recommendation which were incorporated with the contract.
- During the election things have been slowed.
- Wants to approach Seaside High School to see if there are any students who want to participate in Arts and History.
- He would be more than willing to work with the students.
- Commissioner Russell says he would be able to help foster that connection to Seaside High
- He does mention that at the moment everything is paused with the high school, there are no programs going on due to the pandemic.
- He also suggests looking at King Middle School.

Commissioner Brown

- Went to an outdoor event in Sand City
- Was wondering if we could do a similar event.
- Commissioner Russell explains that the way it was done was through an online application where people voted to choose what mural would be painted in that spot.
- We are not sure who ran the competition.
- Commissioner Russell will reach out to the people who might have helped run it to get the information about how they did it.

Commissioner Silveria

- Steven Levinson has moved from the area.
- His collection has been somewhat dispersed and he is in negotiations with DLI to make his collection available.
- California Revealed still has our newspapers for digitization, but it is very slow due to the pandemic.
- MPC has sent in a collection of their newspapers as well, and they produced a video about MPC's roll in the Civil Rights movement here in Seaside and she can send the link to anyone interested

8. REPORTS FROM STAFF:

- There will be a virtual ribbon cutting for a new sports court
- We had metal shelves installed in the archives, and we are in the process of getting things better organized on our own since we cannot have an intern in to the building with current restrictions
- Staff has been working on a gallery calendar in hopes that things will get back to normal
- Without being able to open the gallery there should be discussion about an online gallery
 - o Commissioner Russell asks if we have the capacity or could outsource someone to build an online gallery.
 - o Staff suggests that it would be best to go through a service that already provides this kind of service should an online gallery be the option that the commission needs to take in the end, as a custom built gallery would be cost prohibitive.
 - o Staff suggests that the commission should look in to what Arts Habitat has already put in place.
 - o Commissioner Silveria mentions that Monterey Museum of Art is having online exhibits
 - o Commissioner Brown suggests a virtual opening where we do a zoom opening and then have the art online.
- Staff confirms that they will do their best to reconnect with the Campus Towne presenter to make alternative arrangements.

9. ADJOURNMENT:

Next Regularly Scheduled Meeting

February 9th, 2021

Time: 5:45 p.m.

Zoom Meeting

The City of Seaside is an ADA accessible facility and is committed to include the disabled in all of its services, programs and activities. Any person who requires accommodation to be able to participate in this meeting is asked to contact the office of the City Clerk at 899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements.

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AGENDA

CITY OF SEASIDE ART & HISTORY COMMISSION

ZOOM MEETING
Oldemeyer Center
986 Hilby Avenue
December 15th, 2020
5:45 p.m.

1. CALL TO ORDER: 5:45pm

2. ROLL CALL – ESTABLISHMENT OF QUORUM:

ART AND HISTORY COMMISSION:

Steven Russell	Chair	X
Janie Silveria	Vice Chair	X
Francoise Avery	Commissioner	X
Hamish Tyler	Commissioner	X
Yollette Merritt	Commissioner	X
Emerson Brown	Commissioner	X

3. PUBLIC COMMENTS:

Gloria Stern – Director for Community Development

- Here to talk about the empty lot on the corner of Fremont and Broadway
- She would like to make an outdoor cultural museum where we can show arts and culture.
- Signs with the story of Seaside, or an outdoor theater.
- She would like to possibly be on a future agenda to discuss this further.

4. APPROVAL OF MINUTES: N/A, 11/10/20 min to be approved at 2/9/21 meeting

5. REVIEW OF AGENDA:

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required)

6. BUSINESS ITEMS:

a. Campus Town Presentation (Art and Culture) – Danny Bakewell

- He would like to talk to the commission about what they would like to see in the design in terms of architectural style or art.
- Timing: they have been working on Campus Town for 7 year approx.
- There will be 100 Acres 1400 units of housing: ~842 will be for sale homes, 600 apartments, 250 room hotel, 100,000 sq ft retail, and flex space. 9 Acres of walking trails.
- Meant to be livable walkable spaces

- There will be room for art spaces, but they have not be determined.
- They are currently in a lawsuit which has slowed down development.
- Their hearing day is Jan 8th
- They are not stopping design plans because of the lawsuit
- Will be done in phases:
 - i. General Jim Moore and Lightfighter area
 - ii. Gigling Area
- They will have affordable housing and to make sure those who live and work in Seaside are the first who will have opportunities to purchase there.
- Commissioner Tyler would like to know if the project might have more jobs in the arts or media sectors.
- The ability to put in business that cater to those industries would very much be possible, and they will make an effort to bring those tenants to Campus Town
- They have flexibility to add performing arts in to their design if they are able.
- They will be coming back to the commission and discuss any art components that will be used in Campus Town
- They want to keep all art local to Seaside artists to create opportunity.
- For affordable housing will most likely be done by lottery
- There will be greenbelts and Mr Bakewell wants art features in the greenbelts.
- They would like to put a football field and a soccer field in this development if possible.
- Commissioner Avery suggest that the city and the schools would maybe help staff the fields, but also would like to see a little museum in the development.
- She wants to know with COVID has the retail part of the plan changed to focus more on local retailers v large chains
- There will be opportunities for both local and national retail
- In the design they built in flexibility to bring those types of arts related buildings.

7. REPORTS FROM COMMISSIONERS:

8. REPORTS FROM STAFF:

9. ADJOURNMENT:

Next Regularly Scheduled Meeting

February 9th, 2021

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PUBLIC ART INTEREST FORM

If you are an artist, aspiring or established, and would like to be involved in future mural festivals and public art opportunities in Sand City, please complete the form below and a member of staff will be in touch.

Name*First Name**Last Name***Artist Name (if different from name above)**

200 characters

Current City

200 characters

Phone**Email****Instagram/ Facebook/ website**

200 characters

Preferred Contact Method☐ Phone☐ Email☐ Other

Please describe yourself as an artist (style, themes, etc.)

500 characters

Please describe your ideal project for Sand City

500 characters

Would you like to be added to the Sand City Arts mailing list, where we notify possible contributors about programs/opportunities as they arise? ?

☐ Yes☐ No

To receive a copy of your submission, please fill out your email address below and submit.

Email Address

[Review](#)[Submit](#)



**CITY OF SAND CITY
PUBLIC ART POLICY
(May 2020)**

1. PURPOSE OF POLICY

The City of Sand City is a committed proponent of public art. Public art plays an important role in increasing the understanding and enjoyment of art by creating a shared cultural experience for the community. Public art integrates art into the urban fabric of the city thereby enhancing the physical attractiveness of the City. Public art can transform spaces.

The purpose of this Public Art Policy is to have procedures in place for the acquisition, removal and maintenance of public art in Sand City ("City"). This policy shall apply to artwork that is donated, leased or loaned to the City for display for an extended period of time, as well as City sponsored Artwork such as murals. Artwork displayed for short periods of time (less than 2 months) is not covered by this policy.

Changes to this Public Art Policy shall be considered for approval by the City Council of Sand City ("City Council") taking into account any recommendation submitted by the Sand City Arts Committee.

2. DEFINITIONS

"Art" or "artwork" as described in this policy shall include, but not be limited to, sculptures, murals, paintings, graphic arts, mosaics, photography, crafts, mixed media, and environmental works.

3. PROCEDURE FOR APPLICATIONS TO DONATE, LEASE OR LOAN ARTWORK

Applications to donate, lease, or loan artwork to the City shall be made to the City Manager and will be routed to the Sand City Arts Committee appointed by the City Council, consistent with Sand City Municipal Code chapter 2.60 ("Committee"). The documentation of the proposed public art will be available for review through the City Clerk's office.

Any person wishing to loan, lease or donate artwork to the City of Sand City must submit a description of the artwork to the City Manager. The description shall include the following:

- a. Photo, plans, model or other visual representation of proposed artwork.
- b. Proposed location of the artwork.
- c. Statement of reason for donation, loan or lease.
- d. Description of the artwork, including year of creation, medium, dimensions, weight, finish, color, and system for mounting or displaying the artwork.

- e. Any special maintenance, mounting or display requirements.
- f. Name of Artist and, if possible, Artist's biography.
- g. A statement of the approximate value of the artwork.
- h. Whether donation, lease or loan is proposed, and the length of any proposed lease or loan.
- i. Whether the art, if donated, is donated with any restrictions.

The Committee will consider the application based on the criteria set forth below and make a recommendation to the City Council whether to accept the artwork and also recommended a site upon which to display the artwork.

4. ART COMMITTEE SELECTION/ACCEPTANCE PROCESS OF DONATED, LEASED OR LOANED ARTWORK

When reviewing works of art for possible loan, lease or gift to the City, the Committee shall determine the following:

- a. is the art thought-provoking, memorable or enduring and reflects the diverse social, cultural, or historic values of the City;
- b. is the art appropriate in terms of scale, form, content, and the environment;
- c. is the art durable relative to theft, vandalism and the environment;
- d. whether the art acknowledges and is sensitive to the importance of the contributions by local and regional artists to the City;
- e. whether the art is not religious iconography which might be perceived as government endorsement of religion in violation of the Establishment Clause of the Federal and State Constitutions;
- f. ensure that the art would not, when displayed, create a hostile work environment for public employees;
- g. ensure that the art does not depict graphic violence or overt sexual activity;
- h. is the art repetitive in that the City already has sufficient examples or better examples of the same type of object;
- i. whether the City has the facilities and resources necessary to accept the object, knowing that the City has limited facilities and resources;
- j. whether the person wishing to loan, lease or donate the artwork to the City is prepared to execute a contract or other document which, in the estimation of the City Attorney and City Manager, protects and serves the fiscal and other interests of the City;
- k. whether the artist who created the artwork that will be to loaned, leased or donated to the City is prepared to execute a waiver of their rights under California Art Preservation Act (Civil Code 987 and 989), the Visual Artist Rights Act (17 U.S.C. 106A, 113), and other applicable state and federal laws.

5. SITE SELECTION

When recommending sites for works of art for loan, lease, or gift to the collection, the Committee shall consider:

- a. whether the artwork can be properly installed, placed to be seen, and displayed with patron safety in mind;
- b. the compatibility of design and location within unified design, environmental or historical character of the site;
- c. landscaping, drainage, grading, lighting, and seating considerations;
- d. environmental impacts such as noise, sound and light;
- e. public accessibility to the artwork;
- f. impact on adjacent property owner's views; and
- g. impact on operational functions of the City.

Any site chosen for display of art shall not, however, be eligible for art display if the Director of Public Works and/or City Engineer determines that the use of the location for display of public art would interfere with use by pedestrians or vehicles, would create a safety hazard, or would otherwise be inappropriate.

6. PROCESS AFTER COUNCIL APPROVAL

The City Manager will notify applicants of the City Council's decision and ensure that the donor fill out the **Art Donation Agreement**, attached as Appendix. 1 . The offer to donate, lease or loan artwork may be withdrawn at any time up until execution of the agreement between the City and the donor(s). In addition, the artist must execute the **Waiver of Proprietary Rights** form attached as Appendix 2.

City shall not accept the artwork without the executed Art Donation Agreement and Waiver of Rights forms.

7. MAINTENANCE OF ART IN PUBLIC PLACES:

The City Clerk shall maintain detailed records of all artworks currently owned by the City and all artworks accepted by the City.

Upon receipt of the work of art pursuant to this policy, the City Manager will insure the work of art under its Insurance Coverage. The estimated value of the artwork will be the value provided on the Art Donation Agreement.

Maintenance of City-owned artwork shall be the responsibility of the City. The Public Works Director shall consider the condition of City-owned artwork each year in time for budget preparation and make recommendations to the Council regarding the estimated cost of

appropriate maintenance activities. The Council shall have sole discretion to decide whether to undertake these activities.

Maintenance of loaned or leased artwork shall be the responsibility of the person loaning or leasing the art to the City. Prior to undertaking any such maintenance on City property, the person loaning or leasing the art to the City shall obtain the approval of the City.

8. REMOVING (DEACCESSIONING) ARTWORK

Leased or loaned art shall be removed at the end of the prescribed term, unless the Committee determines that early removal is appropriate under the criteria described below. Any artwork may be removed from public display following review by the Committee if:

- a. the artwork's physical or structural condition poses a threat to public safety;
- b. the artwork requires excessive maintenance, has faulty design or workmanship, and repair or remedy is impractical or unfeasible;
- c. the artwork has been damaged and repair or remedy is impractical or unfeasible;
- d. the condition or security of the artwork cannot be reasonably protected;
- e. significant changes in the use, character or design of the site have occurred and affect the integrity of the artwork;
- f. significant, adverse public reaction to artwork owned by the City has continued unabated over an extended period of time;
- g. the artwork violates the selection criteria in section 4 of this policy; or
- h. removal is requested by the artist or donor.

Removal of art should be a seldom-employed action that operates with a strong presumption against removing works from public display. Where removal of the artwork may cause damage to it, the City shall comply with sections 987 and 989 of the California Civil Code.

Prior to removal of an artwork, the Committee shall prepare a full condition report, including any repair rendered, and shall make arrangements for removal. The City shall determine the estimated cost of removal. It shall be the responsibility of the person loaning or leasing artwork to the City to pay the cost of removing the loaned or leased artwork.

In addition, staff shall prepare a statement of reasons for the removal of (1) any leased or loaned artwork that is proposed to be removed before the end of its predetermined term, and (2) any City-owned artwork that is proposed to be removed. Staff shall also fill out the **Deaccessioning Request Form** attached as Appendix 3. A copy of the form and the statement of reasons shall be distributed to each member of the Committee for review at least one week prior to the meeting at which the removal of the work will be considered. Each member of the Committee shall physically inspect the work and the Committee shall vote on whether or not to remove the artwork. Prior to the Committee meeting, staff shall make a reasonable effort to locate the donor or his/her heirs to advise them of the City's consideration to remove the artwork and reasons for the decision.

A report of the decision to remove the artwork will be provided to the City Council. The decision of the Committee will be deemed final, unless a member of the City Council, within thirty (30) days of the Council's receipt of the report, makes a successful motion, during the matters initiated portion of a City Council meeting, to place review the Committee's decision on a future Council agenda for consideration. Disposition of artwork shall be handled in accordance with the requirements of California Civil Code sections 987 and 989 and shall follow City procedures for disposition of surplus property as appropriate.

9. POLICY REGARDING LOANED AND LEASED ARTWORK

The City shall not accept loaned or leased artwork with a value of more than fifty thousand dollars (\$50,000.00).

10. FUNDING FOR ART IN PUBLIC PLACES

The City of Sand City shall establish a special reserve account designated as the Art in Public Places Fund. This reserve account shall be credited annually, with any funds allocated by the City through the budgetary process and monies received through donations or grants or otherwise obtained. The fund is to be maintained and administered by the City Manager.

This account shall be used for public art. Expenditures of funds may include, but are not limited to, the following uses: costs associated with the purchase, lease, transportation, installation, insurance, maintenance, repair, removal or restoration of artwork, and any costs to administer the Art in Public Places Program or purchase objects necessary for the proper presentation of the artwork. If individuals, entities, or groups donate undesignated funds to the Art in Public Places Program, the funds shall be deposited into the Art in Public Places Fund. The Committee may make recommendations to the City Council regarding the use of such funds.

Expenditures of funds may include the following uses:

- The cost of the public art itself including the artist's fee for design, structural engineering, and fabrication, the transportation and installation of the work at the site, identification signs, if any, mountings, anchorages, containments, pedestals, bases, or materials necessary for the property presentation and installation of the art.
- Water works, lighting, and other objects which are an integral part of the artwork.
- Walls, pools, landscaping, or other architectural elements necessary for the proper aesthetic and structural placement of the artwork.
- Maintenance and repair of the art through the Art in Public Places Fund.
- The design, construction, operation, and maintenance of art gallery space or cultural arts' display, demonstration, and performance space to be utilized by individuals and non-profit arts organizations.
- Developing and sponsoring artistic programs and events for the enjoyment and appreciation of art, heritage, and culture within the Sand City community. Funding the design,

construction, operation, and/or maintenance of cultural and/or arts facilities, either at the development or off-site.

11. SPECIFIC POLICY REGARDING MURALS

A. Murals on Public and Private Property, sponsored by City

It is of great importance to the City to integrate art into its urban fabric. A collection of murals on buildings in Sand City would improve the resident and visitor experience while in the City, and enhance Sand City's distinct character.

i. The we. Mural Festival.

For the Fiscal year 2019-2020 Sand City has already dedicated revenue in its budget to be used for a mural festival called "we.". The process for selection of artists and sites for that festival is already underway. Many of the procedures set forth in this policy will therefore apply only to future City Sponsored murals. However, the City Manager should ensure all agreements required under this policy in place for all public murals including the "we." festival, and should further ensure that all finalists' renderings receive City Council approval prior to installation.

ii. Procedure for selection of Sites for murals

The Art committee will consider proposed sites and make a recommendation based on extent to which: the site is situated in a prominent location that can easily be viewed from the public right-of-way, safety considerations, the extent of interest of the property owner, landscaping, and any existing murals in surrounding area.

iii. Procedure for selection of Artists for City-sponsored murals

The City encourages the commission of works by artists from the Monterey County arts community. Sand City residents are especially to be considered to contribute to the unique identity of the City. However, this policy does not preclude consideration given to commissioning of regional, national, and international artists where appropriate.

Methods of selecting artists for public artwork may be based on the following:

- Open Competition – Publicly advertised calls for entry; any artist may submit proposals and/or qualifications.
- Limited Competition – Between invited parties.
- Specific Commission or Acquisition by the Arts Committee – This method would apply where limited or open competition would be impractical or inappropriate.

Artists' proposals or responses to a request for proposals (RFP) will be presented to the Arts Committee. Artists considered should have the credentials and/or track record and the ability to execute works of the scale envisaged, but this does not exclude opportunities for other artists of

merit. Representatives of the City may choose to visit the artist's workspace or request that the artist present their portfolio of commissioned works prior to contract with the City.

Applications and background reports prepared by City staff shall be presented to the Arts Committee. If, after careful examination, the Arts Committee determines that the submission meets the required criteria, staff will work with the Committee to prepare a report to present to the City Council at a regularly scheduled City Council meeting.

Before the City funds any City-sponsored art, the following form must be completed by the proposed artist: **Agreement for Public Art**, Attached as Appendix 4.

iv. Procedure for approving design of City-sponsored murals

After the Arts Committee has selected an artist and a site for installation of the mural, the Committee must review the design of the mural, and make recommendations to City Council for final approval.

The Arts Committee will review sketches submitted by the artist and select two preferred sketches to be presented to the property owner(s) of the intended site. The City Manager and the Arts committee chair must ensure that the property owner has the opportunity to provide concept input regarding the design of the Mural prior to approval by City Council in the following manner:

- a. Property owner will be allowed to review up to two design sketches.
- b. If desired, property owner may request one revised sketch, then select the design he/she prefers (the "Final Sketch").
- c. If property owner is not satisfied with the Final Sketch, he/she has seven calendar days in which to object in writing.
- d. If no such objection is received by the City Manager within seven days of presenting the Final Sketch to the property owner, the City Manager will present the final design to the City Council.
- e. If the Council rejects the final sketch, the City Manager will ensure that the property owner has input on any redesign of the mural in the same manner as set forth above.

v. Procedure for Installation of City-sponsored mural.

Before any City employee or artist begins any preparatory or installation work of the mural on a building, the City Manager shall ensure that the property owner has executed the **Authorization and Release Agreement**, attached as Appendix 5, and will obtain the City Attorney's approval that all required agreements are in place.

The City Manager will coordinate with the property owner, and the artist to find a reasonable time and date for both preparation of the wall and for installation of the mural to occur. The City Manager will confirm the dates in writing and will notify the property owner of his/her obligation to: (1) remove any debris (including advertisements and brackets) from the wall on

which the mural will be installed, and/or the workspace in front of the wall, in order to provide City Staff and/or Artists unobstructed access to a clean surface; and (2) if applicable, to notify all tenants of the property of the date of any work Installation and to distribute to them any literature provided by the City in advance of any work on the wall.

vi. Maintenance of City-sponsored murals

The property owner is encouraged but not required to maintain the mural after it is installed. The property owner may not however destroy or cover the mural for two years after it is installed. After two years, the property owner may remove the mural at his or her own expense.

For two years after installation of the mural, the City will be responsible for touch-ups of the mural if needed due to graffiti and for removal of graffiti when it is reasonable to do so. If the mural is damaged, defaced, altered or destroyed the City may remove or repair or replace the mural.

No work on the site must be performed by an artist or City staff until and unless access to the building has been obtained in writing from the property's owner.

B. Murals on Private Property, not sponsored by City

Any Sand City private property owner wishing to create/install a mural at his/her own expense, but which will be visible from any public place within the City, shall submit a written description of the proposed mural to the City Manager, including the following information ("Application"):

- a. Proposed location of the artwork, including which wall on the location.
- b. Photo, plans, model or other visual representation of proposed artwork.
- c. Description of the artwork, including dimensions, and color.
- d. Name of Artist and if possible, Artist's biography.
- e. Documented approval by building owner.

2. The City Manager will forward the Application to the Arts Committee and the City's Planning Department.

3. The City's Planning Department shall review the Application in consideration of any applicable City ordinances (e.g., sign and design review requirements) and forward a recommendation to the City Manager and the Arts Committee.

4. The Arts Committee shall review the Application and any recommendations from City Planning Department to ensure the proposed mural does not include subject matter that is apparent representation of violence, inappropriate nudity, denigration of individuals or cultures, or desecration of significant cultural symbols. The Committee will schedule the application to be reviewed by the City Council.

5. The City Council shall approve, conditionally approve, or deny the request to install the mural based on these guidelines, with consideration of recommendations from the Art Committee, Planning Department and the City Attorney (in the case of any First Amendment implications or other legal issues).

6. The City Manager will notify the applicant of the City Council's decision.



ART DONATION AGREEMENT

I. ACCEPTANCE

At its regular city council meeting on _____, the City Council of Sand City (hereafter "City Council") voted to accept your donation of art to the City of Sand City ("City"). The City Council is grateful for your generosity.

II. DONOR

NAME: _____
ADDRESS: _____
PHONE: _____ EMAIL: _____

III. ART WORK

TITLE: _____ Year of Creation: _____
MEDIUM: _____ ART SIZE: _____
FRAMED/UNFRAMED? _____ ARTIST: _____
ESTIMATED or APPRAISED VALUE: _____

NOTE: The City will not appraise the value of any gift for any reason, including income tax deductions. However, City staff, upon direction from the City Manager, will issue a gift receipt acknowledgement form at the donor's request.

IV. TERMS

By signing below, the donor understands and agrees to the following terms:

1. The donor attests that he/she is the rightful owner of the artwork, and it is unencumbered, at the time of donation to the City.
2. Once an item is accepted, the City shall be the sole owner of the donated item and will have the right to deaccession the item without providing notice to or obtaining the consent of the donor. The donated artwork may be sold, donated, given away, or otherwise disposed of by the City at its sole discretion.
3. The donor grants the item with no terms or conditions attached.
4. The donated art may not always be on display in the City.
5. As of the date below, the donation becomes final and irreversible.
6. In no event shall the City be obligated to pay the donor or any third party any fees or cover any expenses related to the donation, unless expressly agreed to in writing below.

V. SPECIAL PROVISIONS

VI. ADDITIONAL TERMS

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

This agreement contains the entire understanding of the parties relating to its subject matter. No change or modification of this agreement will be binding upon either party unless it is made by a written instrument. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive such provision for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Should any provision of this agreement be determined to be void, it shall not affect the validity of any other provision of this agreement.

VII. SIGNATURES

For the City of Sand City:

CITY MANAGER

DATE

The Donor:

SIGNATURE

PRINTED NAME

DATE



ARTIST'S WAIVER OF PROPRIETARY RIGHTS
(To be used for any Artwork Placed Upon City Property)

Artist has designed a work of visual art. In consideration of the City's acceptance of the artwork for its public collection _____ ("Artist") agrees as follows:

Full Name of Artist

1. **Definitions.** "Artwork" in this Agreement means: (Add description, such as type, mural, medium):

TITLE, _____

DATE: _____

DIMENSIONS: _____

CURRENT LOCATION: _____

2. **Waiver.** Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Artwork and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA"), the California Art Preservation Act (Cal. Civ. Code §§987 and 989) ("CAPA"), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Artwork, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Artwork, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Artwork.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork, in whole or in part, in City's sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Artwork done without the City's authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Artwork if the work has been modified without the City's authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City's efforts to prosecute such claims.

If the City modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

3. **Notices.** Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the City of Sand City, 1 Pendegress Way, Sand City, CA 93955

Artist's address: _____

Artist's Phone number: _____ Email: _____

Artist understands the effect of this waiver and hereby acknowledges that Artist is surrendering the rights described herein with respect to the Work.

SIGNATURE: _____

DATE: _____



ART REMOVAL (DEACCESSIONING) REQUEST FORM

REQUESTOR INFORMATION

Name _____ Phone _____

Address _____ Email _____

Relationship to Artwork _____

BACKGROUND REPORT

Title of Artwork _____

Artist _____

Medium/materials _____

Maintenance procedure/schedule _____

Date of Installation _____

Current Location _____

Value (\$) _____

Reason why removal is requested: _____

To be completed by City: ☐ Approval of City Attorney (attach

supporting documents) ☐ Approval of City Manager (attach

supporting documents) ☐ Approval of Public Works Foreman

(attach supporting documents)

Suggested Course of Action _____

Approved/Rejected by Arts Committee _____

Approved/Rejected by City Council _____



AGREEMENT FOR PUBLIC ART
(To be used for City-sponsored public art)

THIS AGREEMENT is executed this ____ day of ____, 20__ by and between the City of Sand City, a municipal corporation, (hereinafter "City") and _____ (hereinafter "Artist").

WHEREAS, the City has selected Artist to design and execute _____ ("Artwork") to be installed at _____ within Sand City.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope.** Artist hereby agrees to provide to the City of Sand City, as the scope of services under this Agreement, the following services:

Additional information is further described on the following attachments: City's request for proposals ("RFP"), attached as Exh.A; the Artist's proposal, attached as Exh.B.

2. **Additional Duties of Artist.**

- a. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in the Agreement.
- b. Artist must obtain design approval from the Sand City Arts Committee ("ARTS Committee") by presenting designs as required by the RFP prior to receiving a Notice to Proceed by City.
- c. Upon issuance of a Notice to Proceed by City, Artist shall commence the final design and execution of the Artwork.
- d. Artist must obtain approval from the Arts Committee regarding final placement of the Artwork. The location of the Artwork shall be referred to herein as the "Site."
- e. If applicable, Artist shall provide City with the names of all subcontractors along with a copy of the agreement between the Artist and each subcontractor, and the subcontractor's

City of Sand City business license. Artist represents that Artist will only employ people with all required licenses and certifications.

f. Artist shall take reasonable measures to protect or preserve the integrity of the Artwork with the application of a protective sealant, patina, or anti-graffiti coating, if applicable.

g. Artist must coordinate installation of Artwork with the City Manager, or designee, and the City's Public Works Director.

h. If installation does not meet criteria, to be determined by City Manager at his/her sole discretion, Artist shall continue working, at his/her own cost, until such time as final approval is obtained from the City.

i. Artist will notify the City Manager, or designee, immediately with any changed to scope or design of the Artwork.

j. Artist agrees to meet and confer with City regarding services set forth herein, as may be required by City.

k. Indemnification/Duty to defend: To the fullest extent permitted by law (including without limitation, California Civil Code sections 2782 and 2782.6) Artist shall indemnify defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Artist, its officers, agents, employees or subconsultants in the performance of services under this Agreement. Artist's duty to indemnify, defend and hold harmless City shall not extend to the City's sole or active negligence.

l. Acknowledgment of no general liability insurance. Artist fully understands that Artist is solely responsible for Artist's actions and inactions while on this assignment, and fully understands that any liability, damage or difficulty caused, or alleged to be caused, by Artist, is solely Artist's responsibility, legally, financially, or otherwise. Artist understands that Artist can obtain general liability insurance to cover these risks but has chosen not to. Artist understands and acknowledges that the City will not supply or extend any insurance coverage or benefit to Artist for any liability, damage or difficulty caused by Artist during the term of this Agreement. *[NOTE TO CITY - this section should be added only if applicable – if artist does not carry general liability insurance.]*

m. Acknowledgment of No Workers Compensation Coverage. Artist fully understands that Artist is solely responsible for Artist's health, welfare and general well-being, and for that of Artist's employees or subcontractors, while conducting any activities required by the scope of work of this Agreement. Artist understands and acknowledges that the City will not supply or extend any workers compensation benefit required by any jurisdictions to anyone with independent contractor status and accepts no liability for the general health of Artist's employees/subcontractors during the term of this Agreement. Artist acknowledges that Artist may have an obligation to obtain workers compensation insurance on the behalf of Artist's or others but has declined to do so. *[NOTE TO CITY - this section should be added only if applicable – if artist does not carry Workers Compensation Coverage.]*

3. Duties of City.

- a. City shall provide, at no cost to Artist, any documents or information available to City that is reasonably required by Artist for performance of their duties.
- b. City shall assist Artist in securing all required city licenses; city permits and similar city required legal authorizations at the City's expense, as may be necessary for the installation of the artwork at the Site.

4. Time for Performance.

- a. Artist shall promptly commence the Artwork on, _____, 2020, however, no work shall begin prior to issuance of the Notice to Proceed.
- b. Installation of artwork must be completed by, _____, 2020, unless otherwise notified in writing by City. Artist shall notify the City of any adverse Site conditions that will impact the installation of the Artwork. Failure to do so by the Artist shall be deemed as an acceptance of the Site conditions. Failure to perform in accordance with this provision will be deemed a material breach of this agreement.

5. Compensation.

- a. For services rendered herein, City shall pay Artist a sum not to exceed _____ dollars (\$_____) for the performance of this Agreement. Artist shall furnish services as described in Exhibit A and B of this Agreement. Terms and Conditions for Payment are attached in Exhibit C of this Agreement.

b. Payment is contingent upon performance of terms and conditions of this agreement to the satisfaction of City.

c. In the event that City should request additional services not covered by the terms of this Agreement, said services will be provided by Artist and paid for by City only after a fee for said services has been agreed upon between City Manager and Artist and City Manager has provided written authorization for the additional work

b. Artist shall keep the terms of this Compensation Section confidential. Any breach of this Section may result in termination of this Agreement and/or any forfeiture of rights to participate in future Festivals or other City events.

6. Artist Warranties.

a. Warranty of Title. Artist represents and warrants that Artist is the sole author of the Artwork and that at the time of executing this Agreement, Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any license and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

b. Originality. Artist warrants that the design of the Artwork is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the Artwork.

c. Public Safety. Artist represents and warrants that the Artwork will not pose a danger to the safety of persons or property in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement. Artist agrees to cooperate with City in making or permitting adjustment to the Artwork if necessary, to eliminate hazards that become apparent after the Artwork is accepted by City.

d. Acceptable Standard of Display. Artist represents and warrants that: (1) general routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display; (2) foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and (3) with general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

7 . Acceptance of Artwork. The Artist must notify the City when the Artwork is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either (1) the City agrees that the Artwork is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Artwork as completed ("Letter of Acceptance"); or (2) the City does not consider the Artwork to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the Artist must then cure before the City will issue a Letter of Acceptance. The Artwork is not finally complete for purposes of this Agreement until the City has issued a Letter of Acceptance ("Final Acceptance"). No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Artwork.

8. Transfer of Title to Artwork. Title to the Artwork shall remain in Artist's name until City has accepted the Artwork as completed and it is installed to the satisfaction of City. Once the City has issued a Letter of Acceptance the City will be the sole owner of the Artwork. Transfer of title shall be self-executing upon City's Final Acceptance. Artist shall bear all risk of loss of the Artwork until title has been transferred to City.

9. Maintenance. Not later than completion of the Artwork, Artist shall supply City with any instructions for proper care of the Artwork. The City recognizes that maintenance of the Artwork on a regular basis according to the maintenance instructions is essential to the integrity of the Artwork. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restorations to the Artwork will be made.

10. Artist's Moral Rights; Waiver of VARA and CAPA Rights.

a. Subject to City's obligation to make good faith efforts to consult with Artist as set forth in subsection (c), below, Artist agrees that City, shall have the absolute right to alter, repair, modify, replace, remove, relocate, sell, dispose of, or destroy (collectively, "Modify") the Artwork in City's sole judgment. For example, City may Modify the Artwork to eliminate hazards, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. City also has the right to install the Artwork in an alternate location that the City chooses in its sole discretion.

b. Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 §106A, Cal. Civil Code §§987 *et seq.*, or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated

into a site such that the Artwork cannot be removed from the Site without modifying the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for modifying the Artwork.

c. To the extent practical, during the ten years following the Final Acceptance of the Artwork, the Artist shall be given the opportunity to consult on repairs or restorations of the Artwork. Such consultation shall be without charge by Artist unless otherwise specifically agreed to the charges in writing. If the Artwork is to be repaired or restored and City intends to maintain the Artwork on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to repair or restore the Artwork and City may contract with any other qualified art conservator or artist for such repair or restoration.

d. If City alters the Artwork without Artist consent in a manner that is prejudicial to Artist's reputation, Artist may disclaim authorship of the Artwork.

e. City shall have the right to donate or sell the Artwork at any time. Before exercising this right during the lifetime of the Artist, City, by written notice to Artist at Artist's last known address, agrees to give Artist the opportunity to purchase the Artwork for the amount of any offer which City has received for the purchase of the Artwork, plus all costs associated with the removal of the Artwork from the Site, clean-up of the Site and delivery to Artist. Artist shall have thirty (30) days from the date of City's notice to exercise the option to purchase the Artwork.

11. Copyright vested in City. Upon completion of the work under this Agreement, ownership, title and copyrights to all materials and deliverable produced as part of this Agreement will automatically be vested in the City and no further agreement will be necessary to transfer ownership to the City. The Artist will retain rights for portfolio and personal promotional use in addition to rights to all originals, sketches, comparables or other preliminary work. To the extent reasonably possible, authorship credit in the name of the Artist shall accompany the work when it is reproduced by the City.

12. Reproduction and Distribution.

a. Artist agrees that City may use Artist's Submittals for the purposes related to the development and consideration of the Artwork Design, including without limitation, obtaining any and all approvals of the Artwork Design and the Artwork. Artist authorizes City to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Artwork for educational, public relations, arts promotional, and other noncommercial purposes.

- b. For purposes of this Agreement, the following are deemed to be reproductions for noncommercial purposes: reproduction of the Site, where the Artwork is incidental; in catalogues, books, slides, photographs, postcards, posters and calendars; in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, architectural, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations; and in electronic newspapers, websites, blogs and other electronic formats for news, review or commentary. Artist shall also allow City to publish reproductions to provide information to the public on the City's public art or to otherwise promote the City's public art program, even if the publication occurs within art publications, on commercial television stations, in other commercial publications or on the internet.
- c. On any and all such reproductions, City shall not be required to place a copyright notice in the form and manner otherwise required to protect the copyrights in the works under the United States copyright law.
- d. Public Records Requests. Any documents provided by Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to the California Public Records Act.
13. Waiver. The parties agree that waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.
14. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
15. No Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which City may terminate this Agreement and be entitled to damages.
16. Conflict of interest. Artist hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.

17. Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall mean earthquake, fire, or other casualty, flood, landslide, epidemic, unforeseeable adverse weather, "acts of God," war, civil disturbance, court ordered injunction, intervention by civil or military authorities or government, strikes, lockouts, boycotts, or other labor disputes, to the extent any of the foregoing are beyond the reasonable control of either City or Artist and which cause such party to be delayed or hindered in or prevented from the performance of any covenant or obligation under this Agreement other than the payment of money. If either Artist or City is delayed or prevented from the performance of any act required by this Agreement by reason of acts of Force Majeure, performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

18. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

19. Termination. City may terminate this Agreement upon ten (10 day's written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

20. Agency. In performing the services specified in this Agreement, Artist is hereby deemed to be an independent contractor and not an agent or employee of the City.

21. Laws. Artist agrees that in the performance of this Agreement it will comply with all applicable State, Federal, and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Sand City. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

22. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, relating to the subject matter hereof. Any modification to this agreement will be effective only if it is in writing and signed by both parties.

23. Conflict of Interest. Artist hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Sand City, California

City:

Aaron Blair, City Manager

Date

Artist:

Name:

Date

- Exhibits:
A: Scope of services/RFP if applicable
B: Artist’s Proposal C:

Exhibit A -Services Rendered

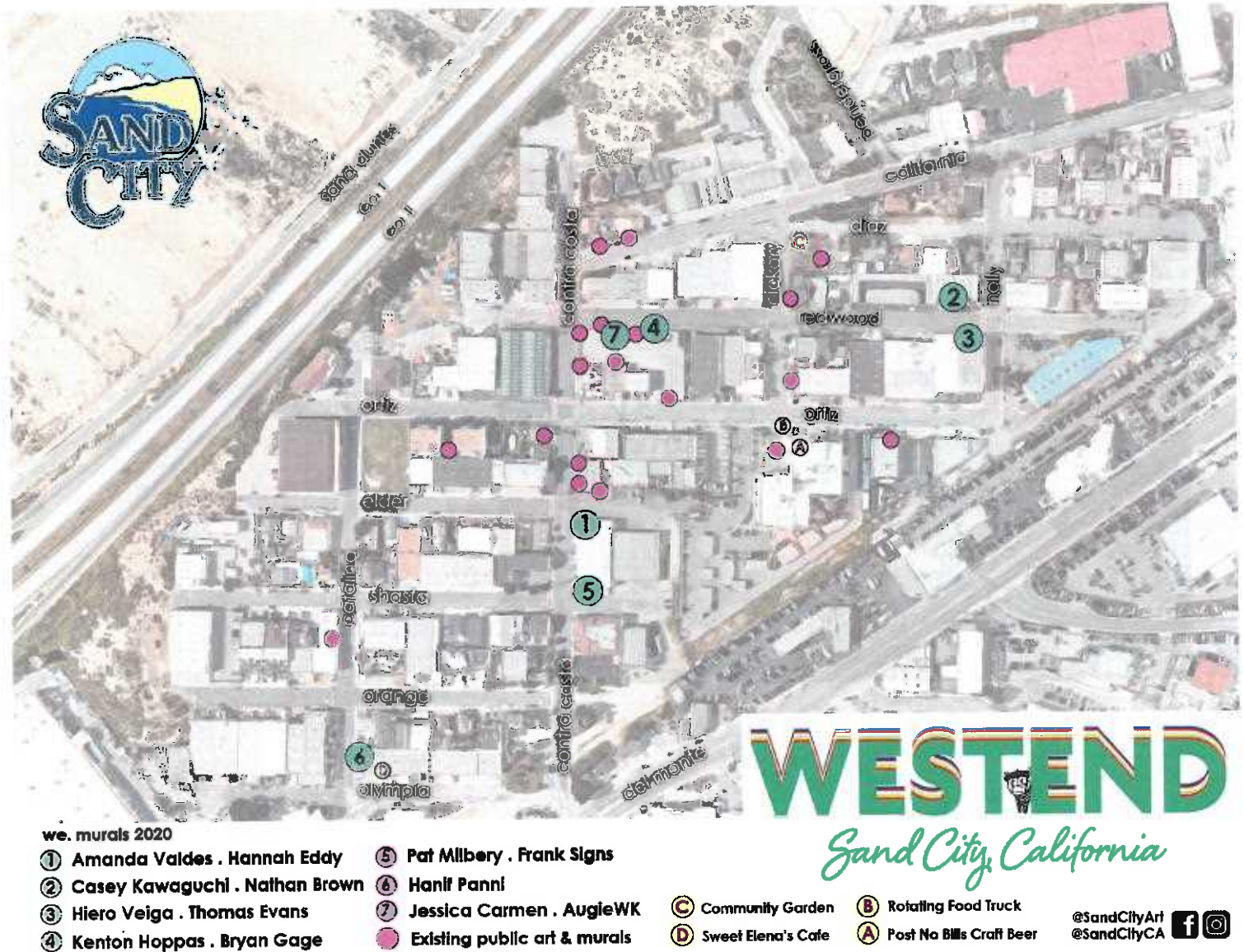
[Note to City: Terms in this exhibit should include who pays for installation/transport of art]
Exhibit B- Artist’s Proposal

Exhibit C – Terms and Conditions for Payment

Note to CITY - Some suggested terms:

- Compensation under this Agreement shall become due and payable [30] days after submission of written invoice to city.
- Invoice shall be submitted monthly.
- invoices must include details of description of work on an hourly basis.

PUBLIC ART



Download the map here: [Public Art Map](#)

Sand City Art Policy

The City of Sand City is continuously working to add to the vibrancy of our City, and specifically to the West End. We have begun a program to install public art around the City to celebrate our community. The goal is to allow local and visiting artists to fully express themselves and build the foundation of an accessible public gallery in Sand City that will be enjoyed for years to come.

Public art plays an important role in increasing the understanding and enjoyment of art by creating a shared cultural experience for the community. Art is more accessible and visible to people when displayed in public areas. A key feature of public artwork is the importance of integrating art into the urban fabric of the city in order to enrich and enhance the physical attractiveness of the city. Public art transforms spaces and makes a valuable contribution to the appreciation of the city and the quality of public spaces.



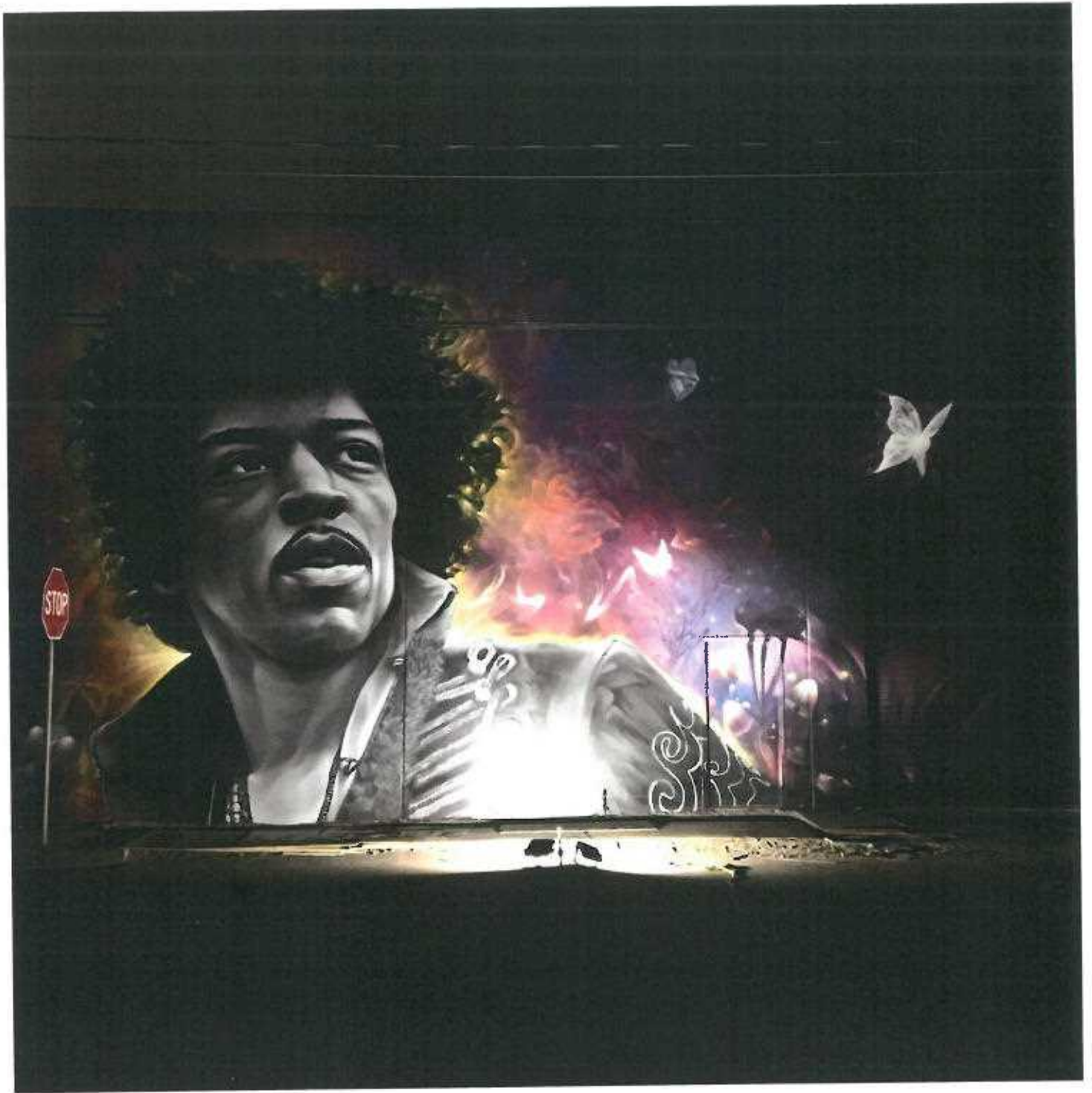
Follow @SandCityArt to stay up-to-date with our public gallery.



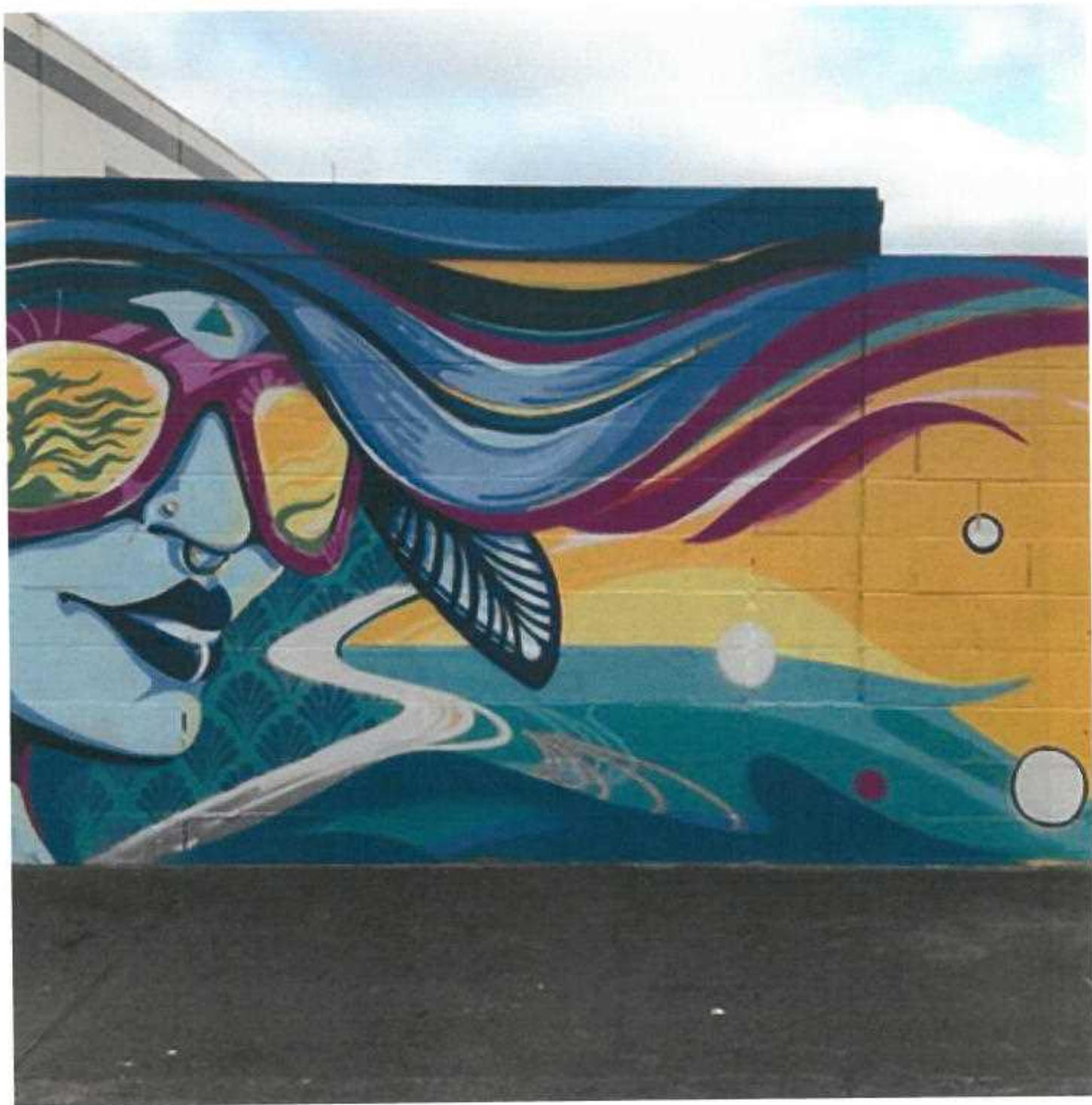




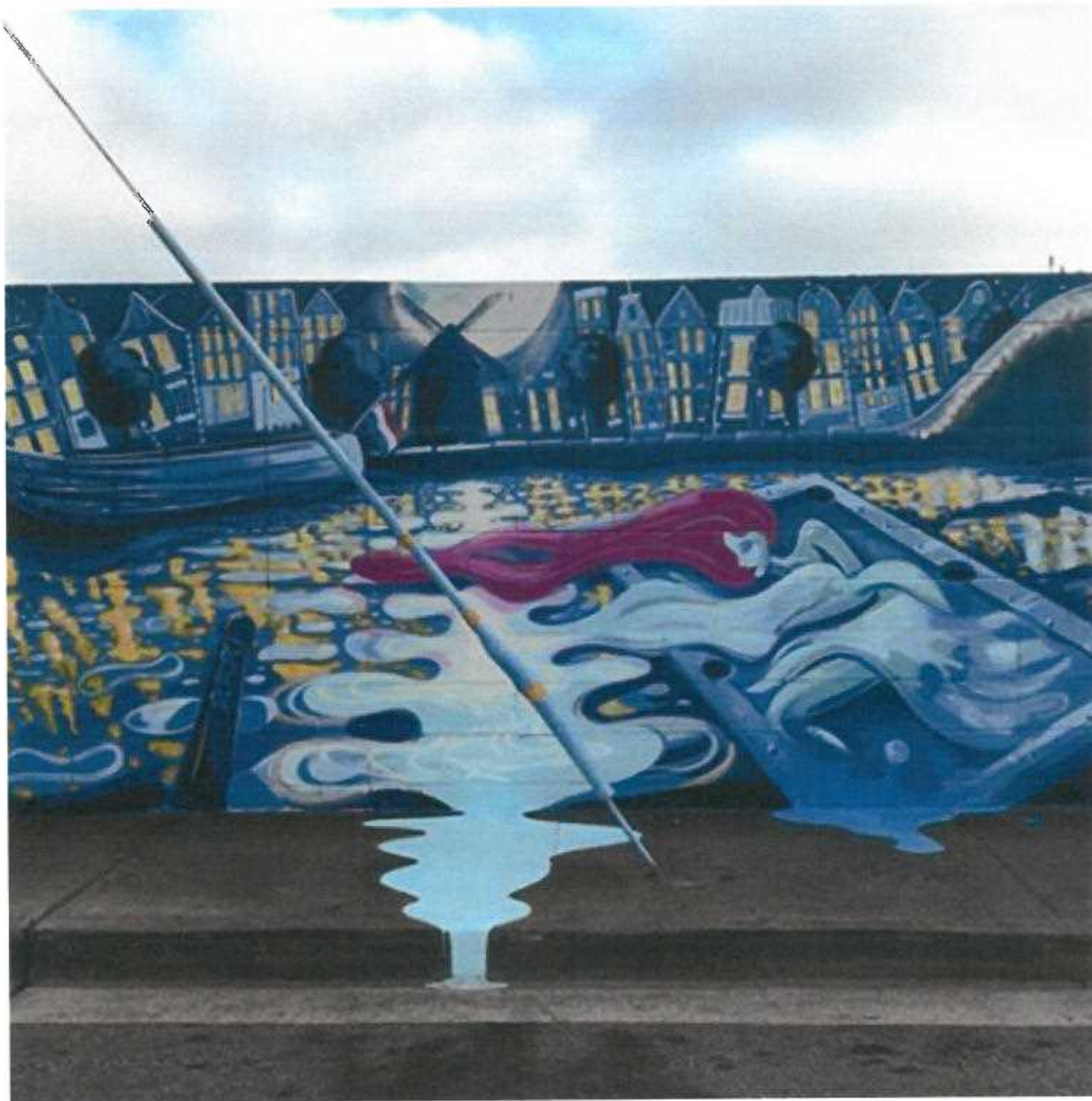






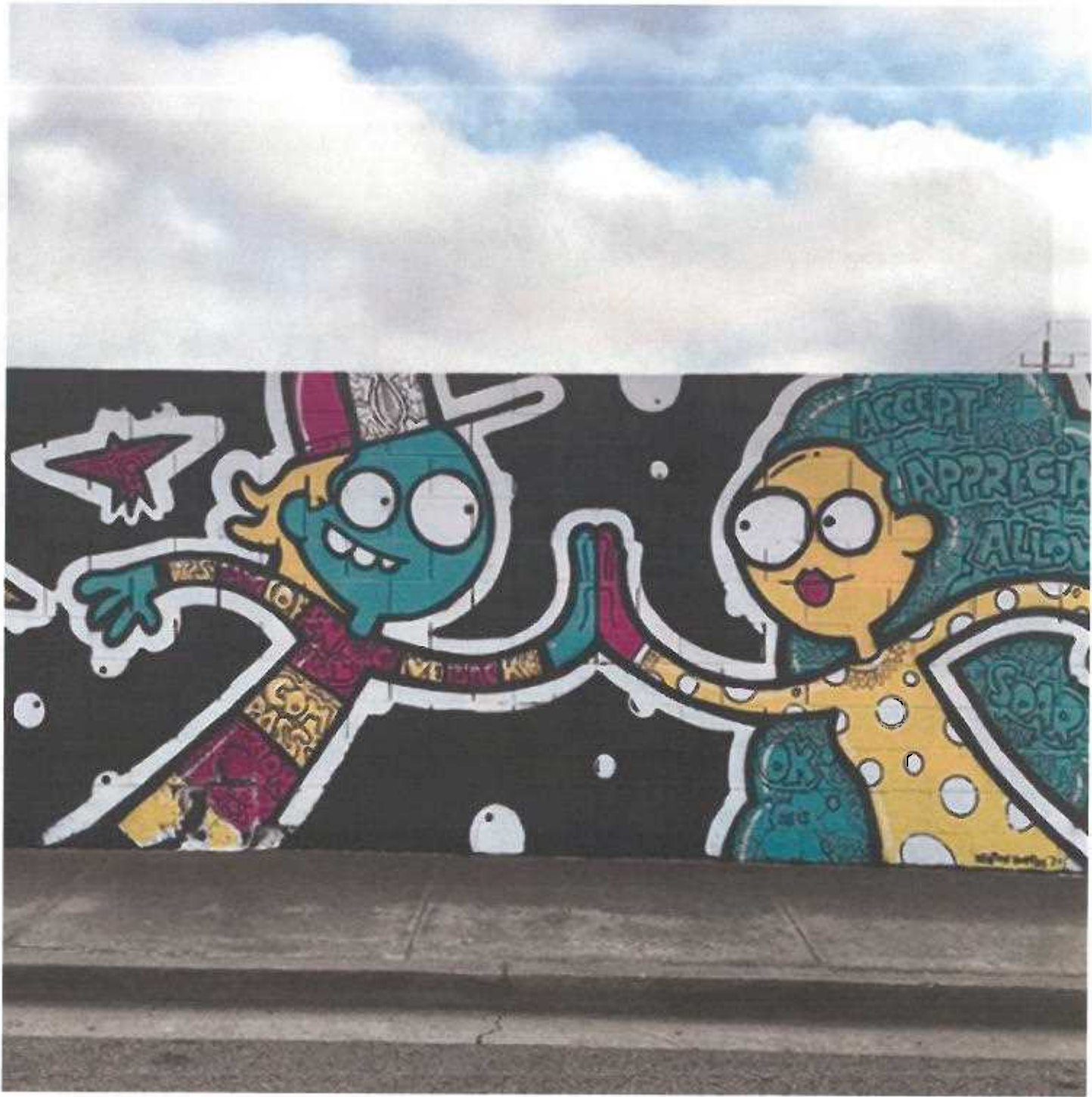




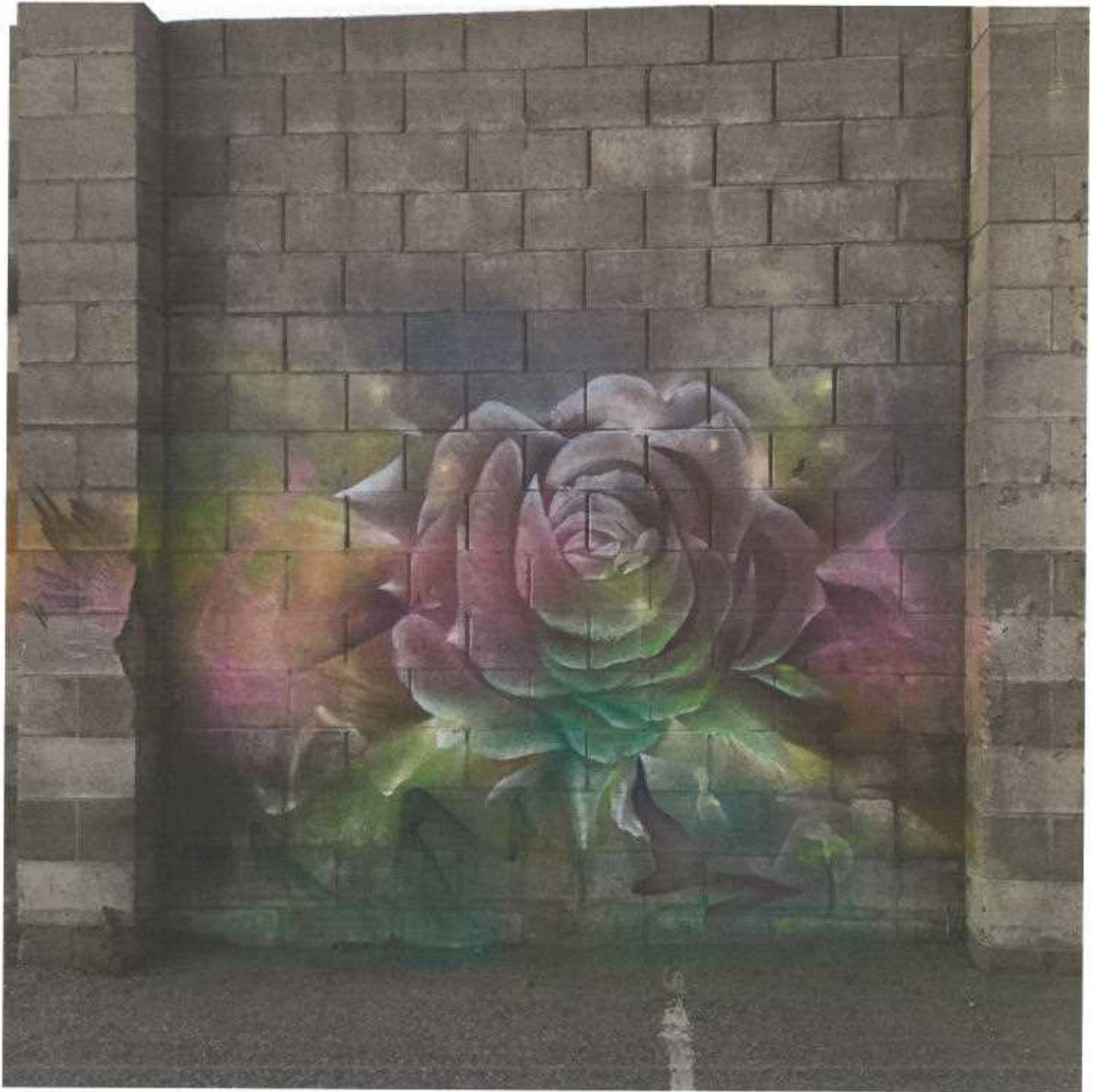








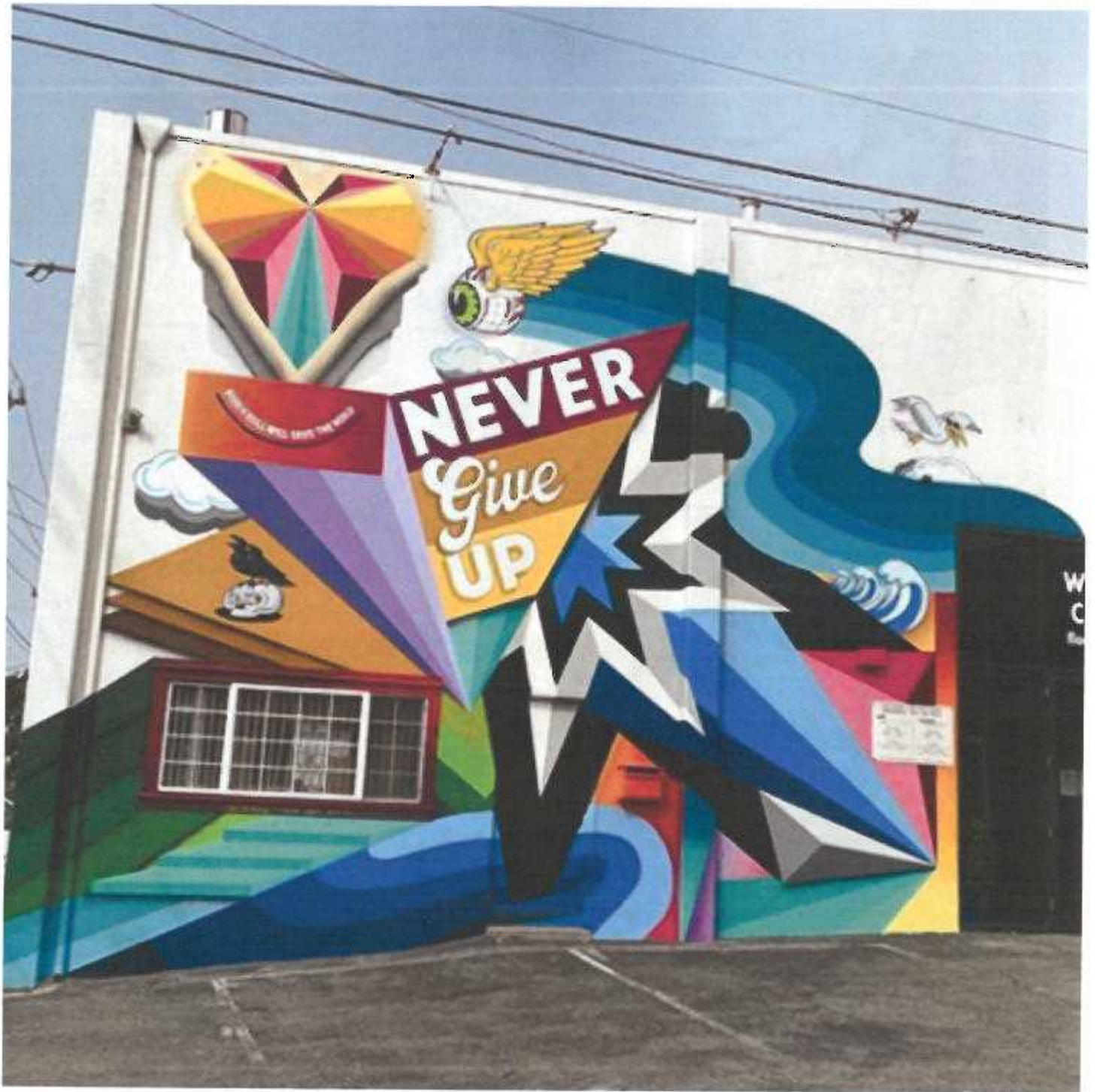












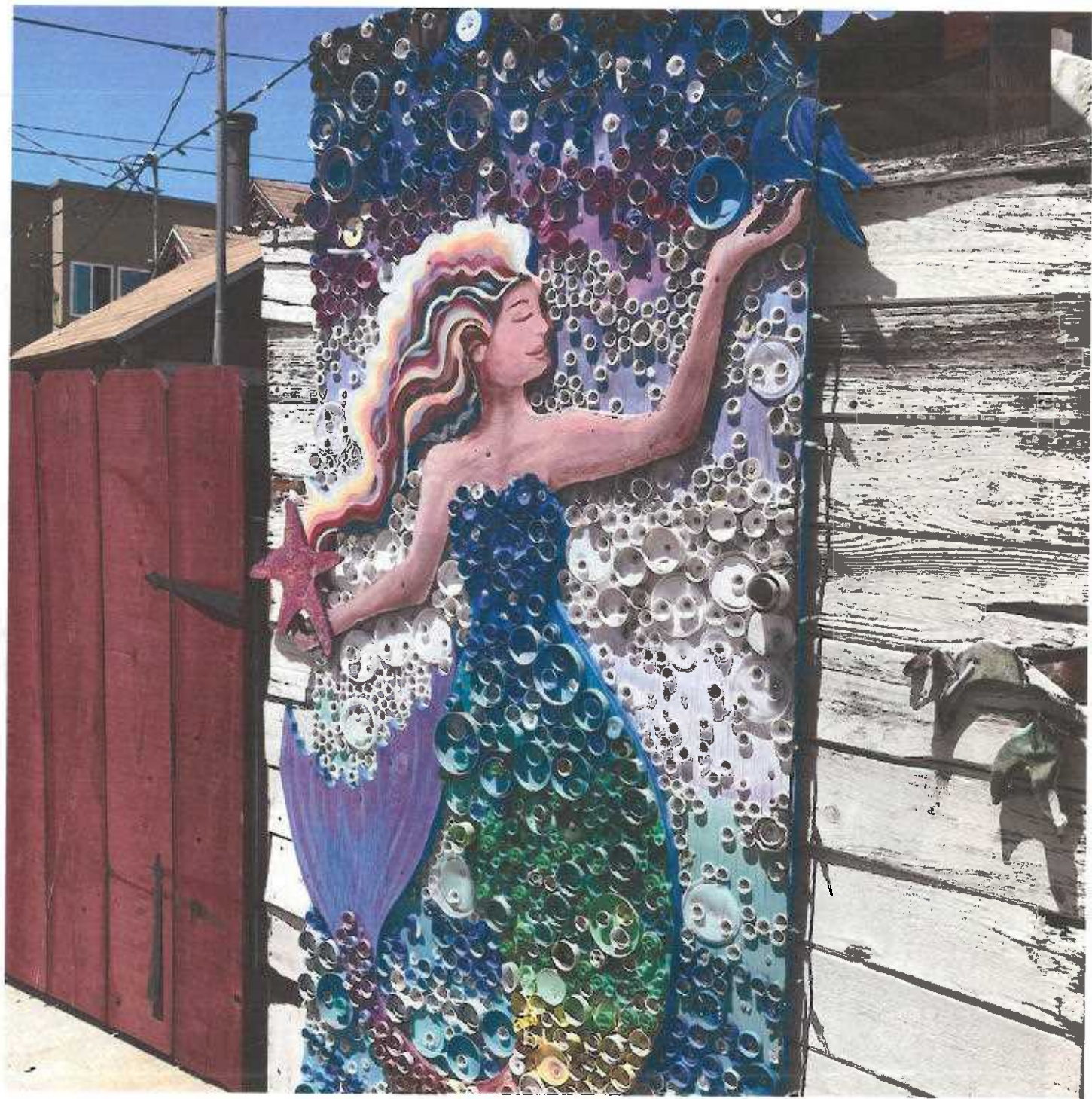


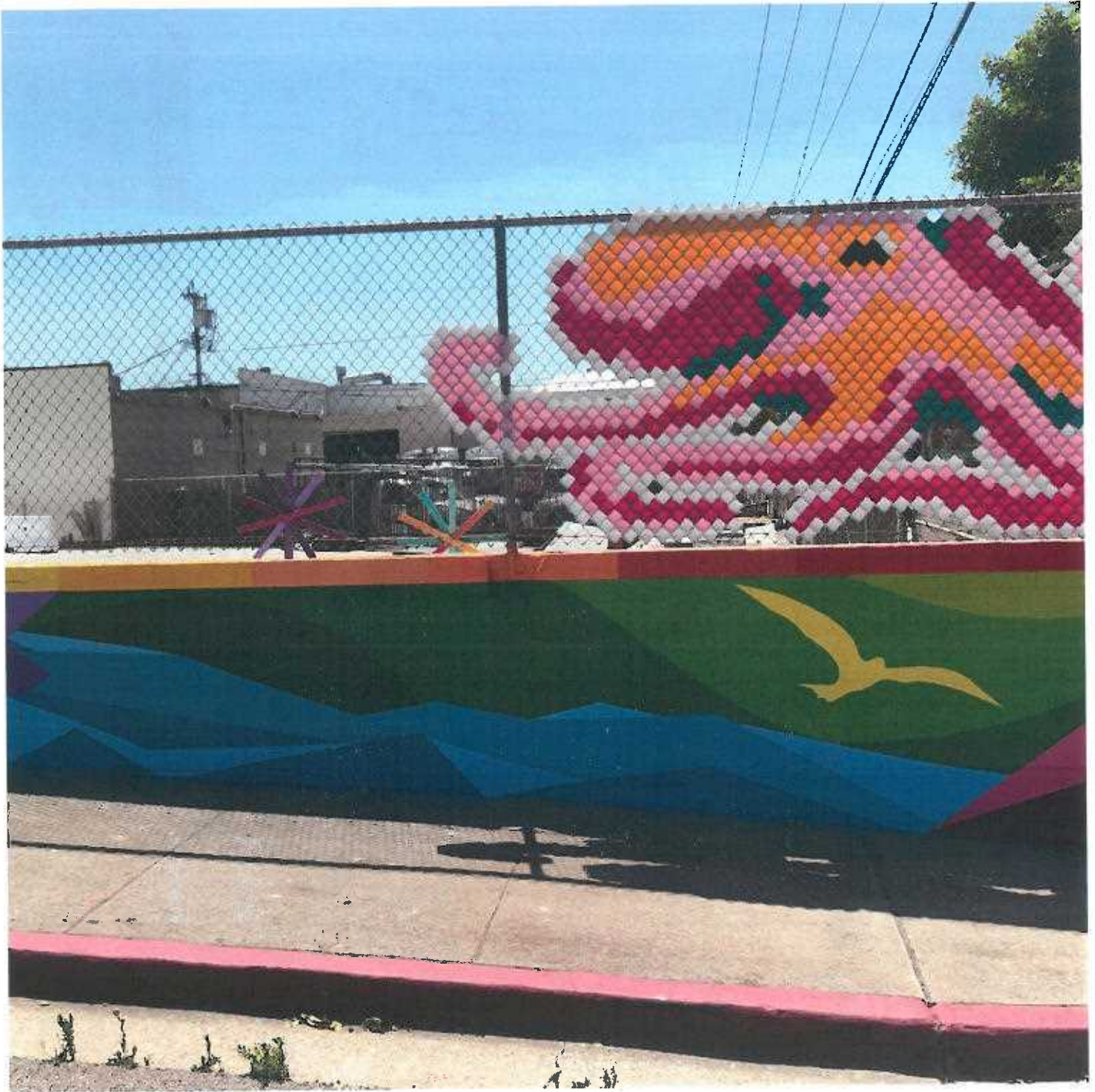


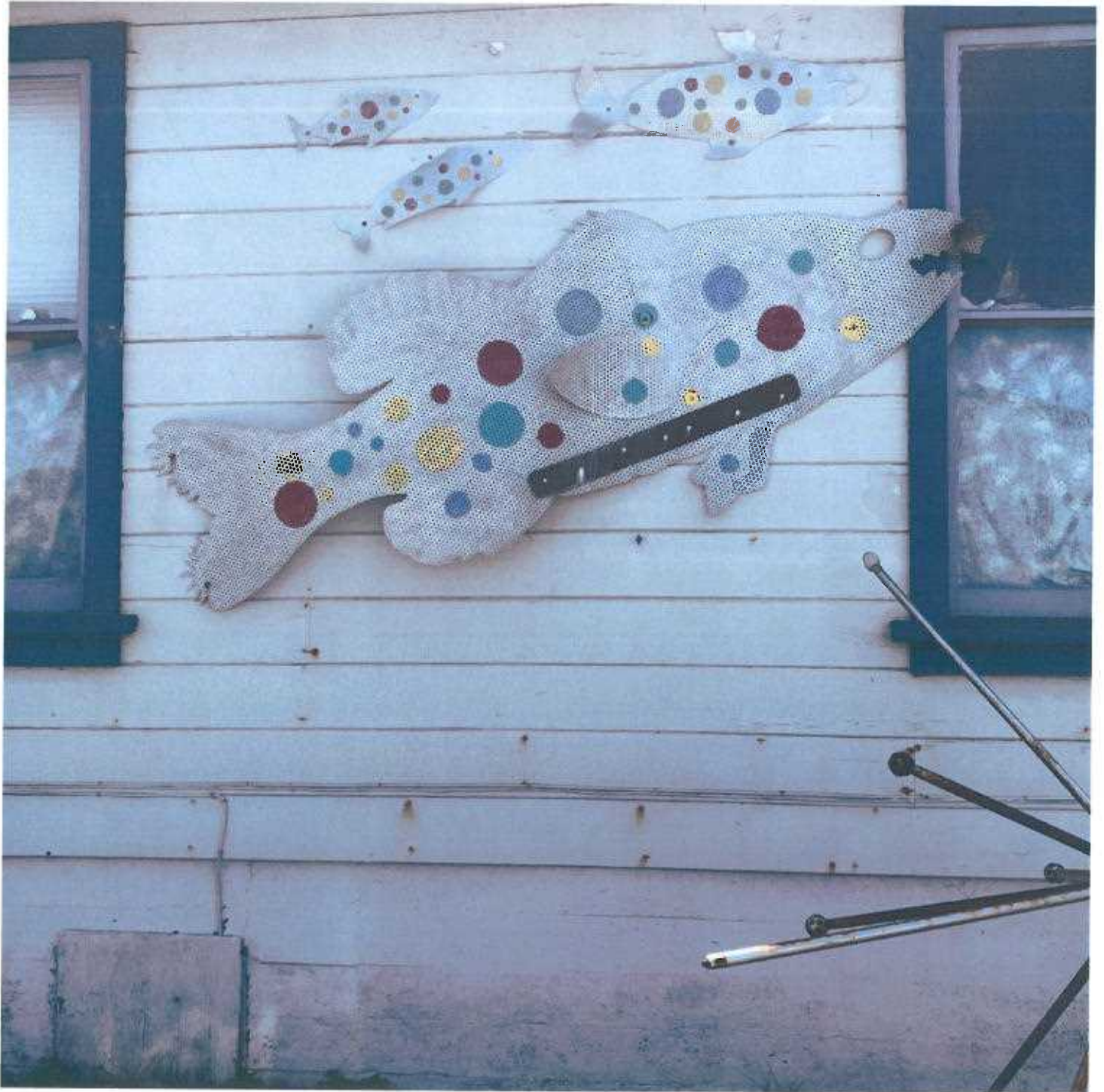










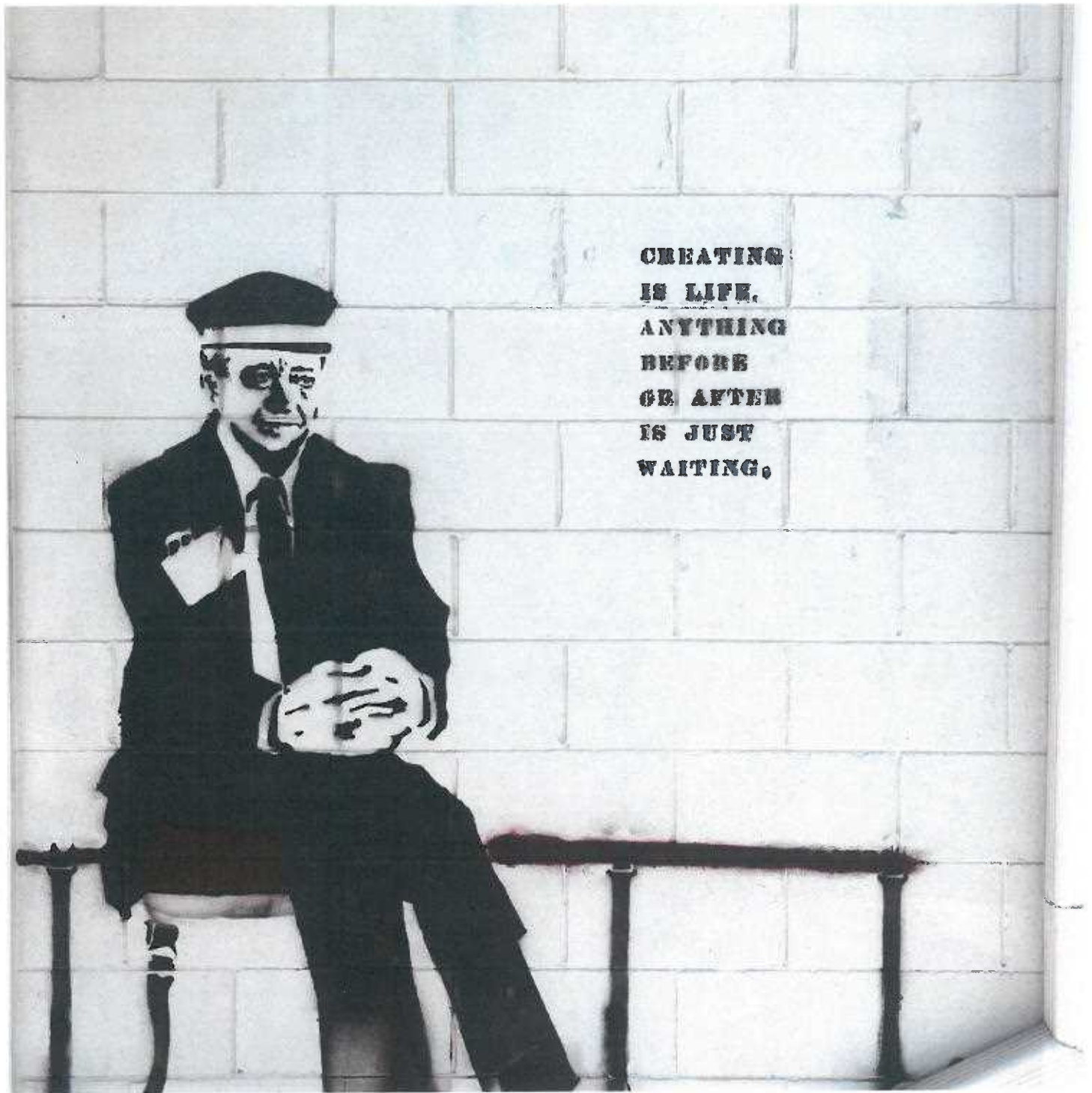


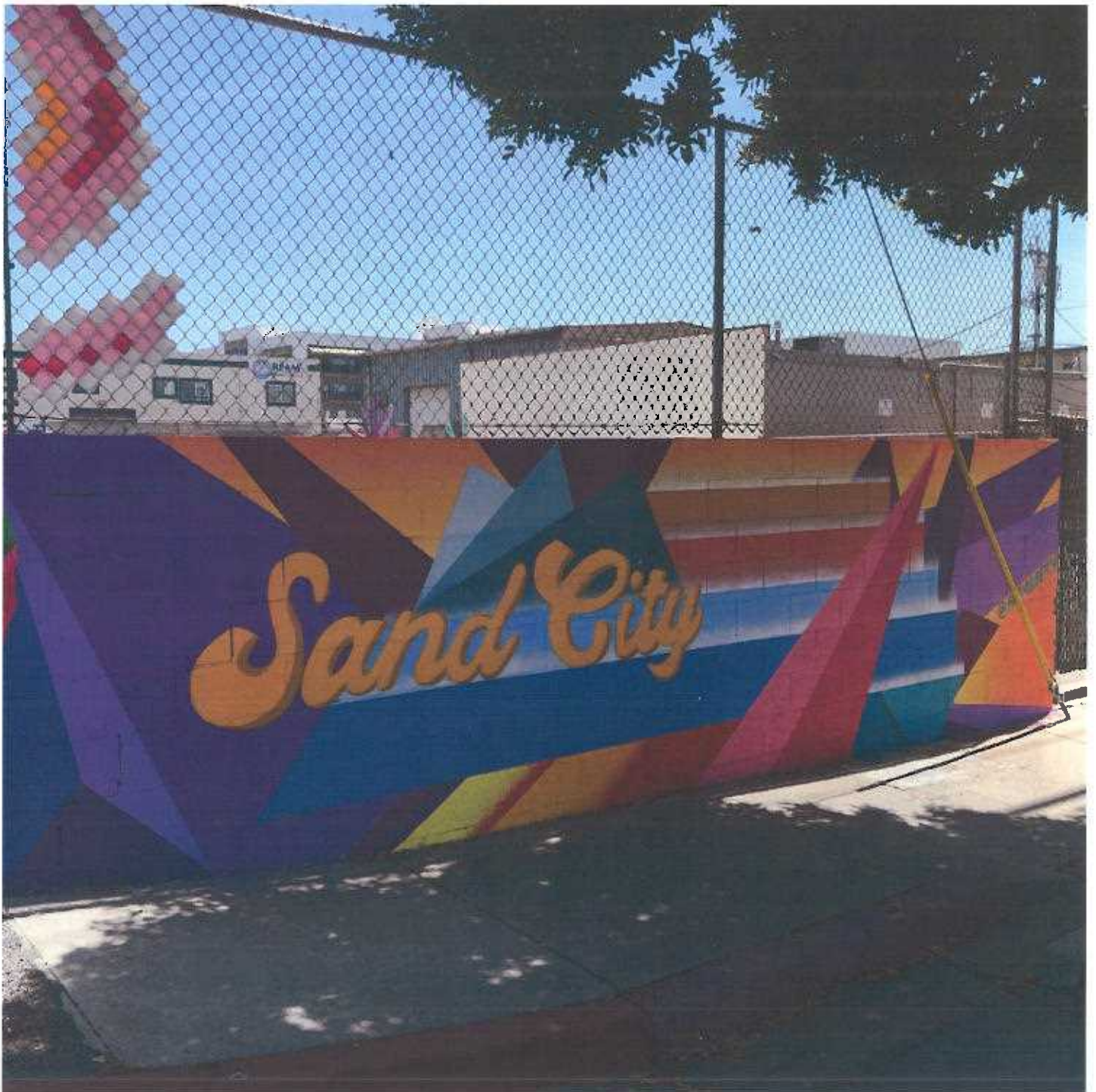








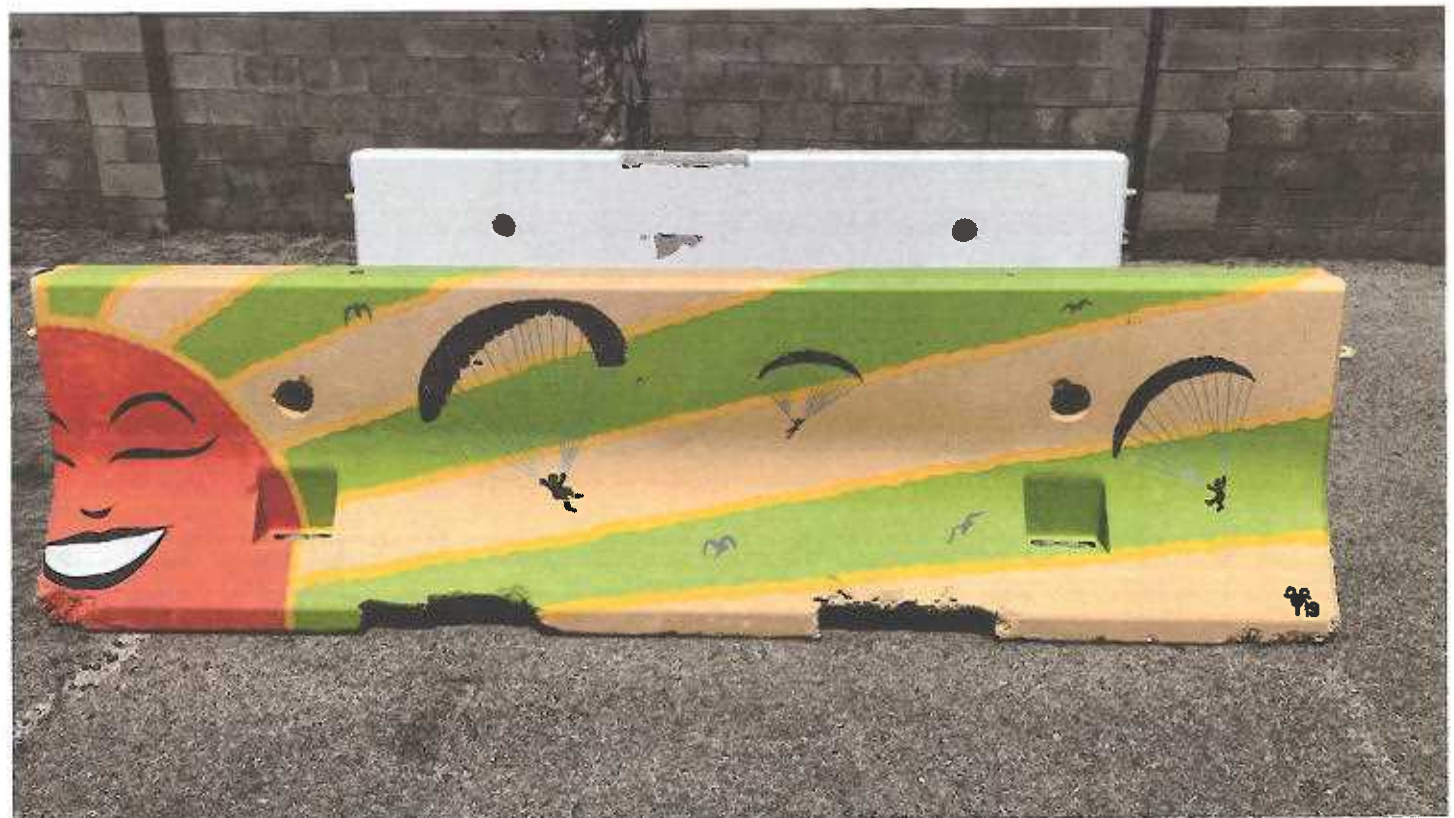


















We. Art : PRESS RELEASE

CONTACT: Pat Milbery, Artist and Curator
PHONE: 612-245-8946



CONTACT: Aaron Blair, City Manager Sand City
PHONE: 831-394-3054

EMAIL: aaron@sandcityca.org

WEB: www.sandcity.org

SOCIAL: @SandCityCA   

FOR IMMEDIATE RELEASE
September 16, 2020

“we. Art” Six local artists will join seven national artists to launch a week of public art making on September 28th.

Sand City, California, September 16, 2020 - The Sand City Arts Committee, in partnership with artist and curator Pat Milbery, is pleased to announce “we. Art,” a street art and public art installation to be held in Sand City.

The inaugural installation will be held September 28 – October 5, 2020 and feature a unique roster of highly talented local and national artists. Two artists will collaborate on each wall, shaping a unique experience for both the artists and the public that merge their individual styles to create unique public masterpieces for all to enjoy. The curation of each artist and artist pairing is intentional, designed to foster community and put artists together who might not have the chance to work with each other.

“The week long mural installation brings artists together to adorn building walls, enliven streetscapes, and beautify the West End community. Onlookers can expect to see a variety of mural styles and perspectives, and even witness the creative process in action, as artists will begin creating their pieces on September 28th, Milbery stated.”

“I think people are going to be surprised by the caliber of the public art that is produce over such short period of time. Murals create a tangible sense of place and destination, thus increasing the magnetism of the West End which will boost opportunities for our local businesses and hard-working community of artisans. I’m excited to see the creative interaction between our talented local artists and the non-local artists, City Manager Aaron Blair stated.”

we. art celebrates collaboration between artists, local businesses and residents, and those who join our community to celebrate Sand City art. We. features the following local artists:

Hanif Panni (Sand City, CA)
@hanifwondirdesign

Frank Sings (Sand City, CA)
Franksigns.net

Kenton Hoppas (Monterey, CA)
@kentonhoppas

Jessica Carmen (Gonzales, CA)
@thejamsbrand

AugieWK (Gonzales, CA)
@thejamsbrand

Bryan Gage (Pacific Grove, CA)
@_gage.artist_

With support from:

Amanda Valdez (Portland, OR)
@amandalvaldez

Casey Kawaguchi (SLC, UT)
@caseykawaguchi

Thomas Evans (Denver, CO)
@detour303

Hannah Eddy (Reno, NV)
@hannaheddyart

Hiero Veiga (MA)
@hieroveiga

Nathan Brown (Nashville, TN)
@nathanbrown77

Pat Milbery (Denver, CO)
@patmilbery

Come join (socially distanced and with a mask of course) and watch the thirteen artists paint seven large walls live in the West End. For more information on the installation* and to see the full roster of artists, please visit www.wecreateart.co.

*NOTE: Due to COVID-19 restrictions all ancillary activities associated with the we. street and public art festival have been cancelled for 2020.

Sand City Art Committee: Instagram - @SandCityArt we.: Instagram & Facebook - @we.createart

w.e.

SAND CITY, CALIFORNIA

SEPT. 28TH-OCT. 5TH

7 WALLS 13 ARTISTS

Hanif Panni . Jessica Carmen
Casey Kawaguchi . Frank Signs
Kenton Hoppas . Hiero Veiga
Pat Milbery . Bryan Gage
Amanda Valdes . Nathan Brown
Thomas Evans . Hannah Eddy
AugieWK & more



Come join us (socially distanced of course)
& watch the artists paint live in the West End!

Presented by:

Sand City @sandcityca



Sand City Art Committee @sandcityart



More info:



@we.createart

wecreateart.co

Packet Page 1



AGREEMENT FOR PUBLIC ART

THIS AGREEMENT is executed this _____ day of _____, 2020 by and between the City of Sand City, a municipal corporation, (hereinafter "City") and _____ (hereinafter "Artist").

WHEREAS, the City has selected Artist to design and execute a mural ("Artwork") to be installed at _____ within Sand City.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope.** Artist hereby agrees to provide to the City of Sand City, as the scope of services under this Agreement, the following services:

- a. _____

Additional information is further described on the following attachments: Scope of services, attached as Exh.A; the Artist's proposal, attached as Exh.B.; Terms & Conditions for Payment, attached as Exh.C.

2. Additional Duties of Artist.

- a. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in the Agreement.
 - b. Artist must obtain design approval from the Sand City Arts Committee ("ARTS Committee") by presenting designs prior to receiving a Notice to Proceed by City.
 - c. Upon issuance of a Notice to Proceed by City, Artist shall commence the final design and execution of the Artwork.
 - d. Artist must obtain approval from the Arts Committee regarding final placement of the Artwork. The location of the Artwork shall be referred to herein as the "Site."
 - e. If applicable, Artist shall provide City with the names of all subcontractors along with a copy of the agreement between the Artist and each subcontractor, and the subcontractor's

City of Sand City business license. Artist represents that Artist will only employ people with all required licenses and certifications.

f. Artist shall take reasonable measures to protect or preserve the integrity of the Artwork with the application of a protective sealant, patina, or anti-graffiti coating, if applicable.

g. Artist must coordinate installation of Artwork with the City Manager, or designee, and the City's Public Works Director.

h. If installation does not meet criteria, to be determined by City Manager at his/her sole discretion, Artist shall continue working, at his/her own cost, until such time as final approval is obtained from the City.

i. Artist will notify the City Manager, or designee, immediately with any changed to scope or design of the Artwork.

j. Artist agrees to meet and confer with City regarding services set forth herein, as may be required by City.

k. Indemnification/Duty to defend: To the fullest extent permitted by law (including without limitation, California Civil Code sections 2782 and 2782.6) Artist shall indemnify defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Artist, its officers, agents, employees or subconsultants in the performance of services under this Agreement. Artist's duty to indemnify, defend and hold harmless City shall not extend to the City's sole or active negligence.

l. Acknowledgment of no general liability insurance. Artist fully understands that Artist is solely responsible for Artist's actions and inactions while on this assignment, and fully understands that any liability, damage or difficulty caused, or alleged to be caused, by Artist, is solely Artist's responsibility, legally, financially, or otherwise. Artist understands that Artist can obtain general liability insurance to cover these risks but has chosen not to. Artist understands and acknowledges that the City will not supply or extend any insurance coverage or benefit to Artist for any liability, damage or difficulty caused by Artist during the term of this Agreement.

m. Acknowledgment of No Workers Compensation Coverage. Artist fully understands that Artist is solely responsible for Artist's health, welfare and general well-being, and for that of

Artist's employees or subcontractors, while conducting any activities required by the scope of work of this Agreement. Artist understands and acknowledges that the City will not supply or extend any workers compensation benefit required by any jurisdictions to anyone with independent contractor status and accepts no liability for the general health of Artist's employees/subcontractors during the term of this Agreement. Artist acknowledges that Artist may have an obligation to obtain workers compensation insurance on the behalf of Artist's or others but has declined to do so.

3. Duties of City.

- a. City shall provide, at no cost to Artist, any documents or information available to City that is reasonably required by Artist for performance of their duties.
- b. City shall assist Artist in securing all required city licenses; city permits and similar city required legal authorizations at the City's expense, as may be necessary for the installation of the artwork at the Site.

4. Time for Performance.

- a. Artist shall promptly commence the Artwork on, _____, however, no work shall begin prior to issuance of the Notice to Proceed.
- b. Installation of artwork must be completed by, _____, unless otherwise notified in writing by City. Artist shall notify the City of any adverse Site conditions that will impact the installation of the Artwork. Failure to do so by the Artist shall be deemed as an acceptance of the Site conditions. Failure to perform in accordance with this provision will be deemed a material breach of this agreement.

5. Compensation.

- a. For services rendered herein, City shall pay Artist a sum not to exceed _____ for the performance of this Agreement. Artist shall furnish services as described in Exhibit A and B of this Agreement. Terms and Conditions for Payment are attached in Exhibit C of this Agreement.
- b. Payment is contingent upon performance of terms and conditions of this agreement to the satisfaction of City.
- c. In the event that City should request additional services not covered by the terms of this Agreement, said services will be provided by Artist and paid for by City only after a fee for said

services has been agreed upon between City Manager and Artist, and City Manager has provided written authorization for the additional work

d. Artist shall keep the terms of this Compensation Section confidential. Any breach of this Section may result in termination of this Agreement and/or any forfeiture of rights to participate in future Festivals or other City events.

6. Artist Warranties.

a. Warranty of Title. Artist represents and warrants that Artist is the sole author of the Artwork and that at the time of executing this Agreement, Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any license and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

b. Originality. Artist warrants that the design of the Artwork is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the Artwork.

c. Public Safety. Artist represents and warrants that the Artwork will not pose a danger to the safety of persons or property in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement. Artist agrees to cooperate with City in making or permitting adjustment to the Artwork if necessary, to eliminate hazards that become apparent after the Artwork is accepted by City.

d. Acceptable Standard of Display. Artist represents and warrants that: (1) general routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display; (2) foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and (3) with general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

7 . Acceptance of Artwork. The Artist must notify the City when the Artwork is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either (1) the City agrees that the Artwork is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Artwork as completed ("Letter of Acceptance"); or (2) the City does not consider the Artwork to be completed due to unresolved issues or defects that remain, and

describing the outstanding issues or defects and the time frame in which the Artist must then cure before the City will issue a Letter of Acceptance. The Artwork is not finally complete for purposes of this Agreement until the City has issued a Letter of Acceptance ("Final Acceptance"). No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Artwork.

8. Transfer of Title to Artwork. Title to the Artwork shall remain in Artist's name until City has accepted the Artwork as completed and it is installed to the satisfaction of City. Once the City has issued a Letter of Acceptance the City will be the sole owner of the Artwork. Transfer of title shall be self-executing upon City's Final Acceptance. Artist shall bear all risk of loss of the Artwork until title has been transferred to City.

9. Maintenance. Not later than completion of the Artwork, Artist shall supply City with any instructions for proper care of the Artwork, if applicable. The City recognizes that maintenance of the Artwork on a regular basis according to the maintenance instructions is essential to the integrity of the Artwork. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restorations to the Artwork will be made.

10. Artist's Moral Rights; Waiver of VARA and CAPA Rights.

a. Subject to City's obligation to make good faith efforts to consult with Artist as set forth in subsection (c), below, Artist agrees that City, shall have the absolute right to alter, repair, modify, replace, remove, relocate, sell, dispose of, or destroy (collectively, "Modify") the Artwork in City's sole judgment. For example, City may Modify the Artwork to eliminate hazards, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. City also has the right to install the Artwork in an alternate location that the City chooses in its sole discretion.

b. Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 §106A, Cal. Civil Code §§987 *et seq.*, or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a site such that the Artwork cannot be removed from the Site without modifying the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for modifying the Artwork.

c. To the extent practical, during the ten years following the Final Acceptance of the Artwork, the Artist shall be given the opportunity to consult on repairs or restorations of the Artwork. Such consultation shall be without charge by Artist unless otherwise specifically agreed to the charges in writing. If the Artwork is to be repaired or restored and City intends to maintain the Artwork on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to repair or restore the Artwork and City may contract with any other qualified art conservator or artist for such repair or restoration.

d. If City alters the Artwork without Artist consent in a manner that is prejudicial to Artist's reputation, Artist may disclaim authorship of the Artwork.

e. City shall have the right to donate or sell the Artwork at any time. Before exercising this right during the lifetime of the Artist, City, by written notice to Artist at Artist's last known address, agrees to give Artist the opportunity to purchase the Artwork for the amount of any offer which City has received for the purchase of the Artwork, plus all costs associated with the removal of the Artwork from the Site, clean-up of the Site and delivery to Artist. Artist shall have thirty (30) days from the date of City's notice to exercise the option to purchase the Artwork.

11. Copyright vested in City. Upon completion of the work under this Agreement, ownership, title and copyrights to all materials and deliverable produced as part of this Agreement will automatically be vested in the City and no further agreement will be necessary to transfer ownership to the City. The Artist will retain rights for portfolio and personal promotional use in addition to rights to all originals, sketches, comparables or other preliminary work. To the extent reasonably possible, authorship credit in the name of the Artist shall accompany the work when it is reproduced by the City.

12. Reproduction and Distribution.

a. Artist agrees that City may use Artist's Submittals for the purposes related to the development and consideration of the Artwork Design, including without limitation, obtaining any and all approvals of the Artwork Design and the Artwork. Artist authorizes City to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Artwork for educational, public relations, arts promotional, and other noncommercial purposes.

b. For purposes of this Agreement, the following are deemed to be reproductions for noncommercial purposes: reproduction of the Site, where the Artwork is incidental; in catalogues, books, slides, photographs, postcards, posters and calendars; in news sections of

newspapers; in general books and magazines not primarily devoted to art but of an educational, architectural, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations; and in electronic newspapers, websites, blogs and other electronic formats for news, review or commentary. Artist shall also allow City to publish reproductions to provide information to the public on the City's public art or to otherwise promote the City's public art program, even if the publication occurs within art publications, on commercial television stations, in other commercial publications or on the internet.

c. On any and all such reproductions, City shall not be required to place a copyright notice in the form and manner otherwise required to protect the copyrights in the works under the United States copyright law.

d. Public Records Requests. Any documents provided by Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to the California Public Records Act.

13. Waiver. The parties agree that waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

14. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

15. No Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which City may terminate this Agreement and be entitled to damages.

16. Conflict of interest. Artist hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.

17. Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall mean earthquake, fire, or other casualty, flood, landslide, epidemic, unforeseeable adverse weather, "acts of God," war, civil disturbance, court ordered injunction, intervention by civil or military authorities or government, strikes, lockouts, boycotts, or other labor disputes, to the extent any of the foregoing are beyond the reasonable control of either City or Artist and which cause such party to be delayed or hindered in or prevented from the performance of any covenant or

obligation under this Agreement other than the payment of money. If either Artist or City is delayed or prevented from the performance of any act required by this Agreement by reason of acts of Force Majeure, performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

18. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

19. Termination. City may terminate this Agreement upon ten (10 day's written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

20. Agency. In performing the services specified in this Agreement, Artist is hereby deemed to be an independent contractor and not an agent or employee of the City.

21. Laws. Artist agrees that in the performance of this Agreement it will comply with all applicable State, Federal, and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Sand City. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

22. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, relating to the subject matter hereof. Any modification to this agreement will be effective only if it is in writing and signed by both parties.

23. Conflict of Interest. Artist hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Sand City, California

City:

Aaron Blair, City Manager

Date

Artist:

Name:

Date

Exhibits:

A: Scope of services

B: Artist's Proposal

C: Terms & Conditions for Payment

Exhibit A -Services Rendered

Artist shall furnish and collaborate on _____

Mural Location: _____

Upon approval of the Rendering of the Mural by the Sand City Art Committee and the City Council of the City of Sand City, a written Notice to Proceed will be issued from the City Manager.

SAMPLE

Exhibit B- Artist's Proposal

SAMPLE

Exhibit C – Terms and Conditions for Payment

The Artist shall complete the Scope of Work subject to the conditions herein, for a not to exceed _____ for the performance of this Agreement, payable as follows:

- a. Upon approval of the Rendering by the Sand City Art Committee, and subsequent approval by the City Council of the City of Sand City, a written Notice to Proceed will be issued.

SAMPLE



AUTHORIZATION AND RELEASE
(To be used for City-sponsored Mural)

This Sand City Authorization and Release ("Agreement") is made on _____ ("Effective Date") between the City of Sand City ("City") and _____, the owner(s) of the property listed below ("Property Owner(s)"), together referred to as the "Parties."

WHEREAS, the Sand City public art project was created to replace illegal graffiti with art, revitalize sites within the City, and create a shared cultural experience for the community; and

WHEREAS, murals play an intricate role in conveying the history of our community, beautifying the City, and advancing the arts; and

WHEREAS, the City has adopted a process for the placement of public art murals on public and private buildings throughout Sand City; and

WHEREAS, in order to help revitalize the City in which he/she owns property, the Property Owner desires to make an exterior wall available on his/her property for a public art mural; and

WHEREAS, to comply with the City's public art guidelines, Parties desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the installation, and maintenance of the mural.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Property Owner is the owner of the property at the following address: _____ Sand City, California ("Property").
2. Property Owner agrees to allow installation of a mural on the Property, with the design approved by Sand City's City Council ("Mural"), on a wall facing _____ (north/south /east/west) (the "Wall"). **Property Owner covenants that he/she is authorized to permit the mural's installation upon the Wall, and will permit Artist to do so following this Agreement's execution.**

3. Term. This Agreement begins on the Effective Date, and remains in effect until two (2) years after the Effective Date (the “Term”), unless City grants a written time extension as set forth in this Agreement.
4. Property Owner’s Additional Rights & Responsibilities:
 - 4.1. Agreed Mural Selection Process: Property Owner agrees that, while the artist selected by the City (“Artist”) is responsible for the execution of the Mural, Property Owner may provide concept input regarding the design of the Mural prior to approval by Sand City’s City Council (“Council”). Property Owner will be allowed to review up to two (2) design sketches and request one (1) revised sketch, if desired, before the final design of the Mural is rendered (“Final Sketch”). City will provide Property Owner a copy of the Final Sketch and Property Owner will have seven (7) calendar days in which to object in writing to the Final Sketch. If no such objection is received by the City Manager within seven (7) days, the Property Owner agrees to have no further input on the design of the Mural. If such an objection is received, this Agreement will be considered to be terminated as of the date of City’s written receipt of such objection.
 - 4.2. Debris removal. Prior to installation of the Mural, Property Owner agrees to remove any debris (including advertisements and brackets) from the Wall, and/or the workspace in front of the Wall, in order to provide City Staff and/or Artists unobstructed access to a clean surface.
 - 4.3. Access. Property Owner agrees to allow City Staff and/or Artists access to the Property to: (a) prepare the Wall; (b) install the Mural (“Installation”); and (c) provide any required graffiti abatement required in this agreement. Property Owner agrees to allow such access at a time and date agreed upon between the Parties. Property Owner further agrees to provide such access within two (2) weeks of receipt of the City’s written request for access.
 - 4.4. Notify Tenants. Property Owner agrees to notify all tenants of the Property (if applicable) of the date of any work Installation and to distribute to them any literature provided by the City in advance of any work on the Wall.
 - 4.5. Optional Coating. Property Owner is allowed the option of granting City Staff and/or Artists access to the Wall to apply an anti-graffiti clear coat to protect the completed Mural from future damage (“Coating”).
 - 4.6. Maintenance/Removal. Property Owner is encouraged but not required to maintain the Mural after Installation, provided however that Property Owner agrees not to obstruct, cover, modify, destroy or remove the Mural for two (2) years after Installation. After such two year period, Owner may remove the mural at Owner’s expense.
 - 4.7. Indemnification/Hold Harmless: To the fullest extent permitted by law, Property Owner agrees to indemnify and hold harmless City and any and all of its officials, employees

consultants, volunteers and agents (“Indemnified Parties”) from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Property Owner or its agents (or any entity or individual that Property Owner shall bear the legal liability thereof) in the performance of this Agreement. Property Owner’s duty to indemnify and hold harmless shall not extend to the City’s sole or active negligence. This provision shall remain in effect beyond the expiration of the Term.

5. City’s Rights & Responsibilities:

- 5.1. Non-interference. City will use its best efforts to not interfere with the business of the Property Owner during any preparatory work, Installation or Coating.
- 5.2. Graffiti Abatement. City will be responsible for touch-ups of the Mural if needed due to graffiti and for removal of graffiti when it is reasonable to do so. City’s obligation for such touch-ups will extend for two (2) years after Installation, after which time City will have no continued obligation for such abatement.
- 5.3. Mural Damage. If the Mural is damaged, defaced, altered or destroyed by human acts or by acts of nature, the City retains the right to remove, modify, restore, repair or replace the Mural, provided that any replacement of the Mural with a design other than that set forth in the Final Sketch is subject to Property Owner’s review as required by section 4.1 of this Agreement.
- 5.4. Reproductions. City has a right to photograph and reproduce images of the Mural in any media and for any purpose.

6. Miscellaneous Provisions:

- 6.1. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.
- 6.2. Notices: Notices or other communications required by this Agreement will be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient. To CITY: City of Sand City, 1 Pendergrass Way, Sand City, CA 93955, Attention: City Clerk; To Property Owner:_____.

- 6.3. Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 6.4. Modification and Amendment. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 6.5. Limitation of Liability. Under no circumstances shall one party to this agreement be liable to the other party for any special, consequential, indirect, or incidental damages, including lost profits, arising out of or in connection with this Agreement, or any activities performed in connection with this Agreement, regardless of whether a claim made by that party is based on contract or tort. The provisions contained in in this section 6.5 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the parties on the date above written in Monterey County, California:

City Manager

Date

ADDITIONAL PROPERTY OWNER INFORMATION

_____ I agree to allow City and/or Artist to apply anti-graffiti clear coat to protect the completed Mural from future damage.

_____ I do not agree to allow City and/or Artist to apply anti-graffiti clear coat to protect the completed Mural from future damage.

Property Owner Name #1 (Please Print)

Signature/date

Phone number

Email

If APPLICABLE: Property Owner Name #2 (Please Print)

Signature/date

Phone number

Email

SAND CITY, CALIFORNIA

CALL FOR ARTISTS

DEADLINE: AUGUST 19, 2020

WHAT? The Sand City Art Committee is seeking proposals from local Monterey Peninsula artists, preferably artist within Sand City, to submit mural proposals that will celebrate the history and culture of Sand City, its residents, and the larger community.

WHEN? Sept. 28th- Oct. 5th. The mural will be a part of the City's inaugural we. mural event. The we. murals will build the foundation for the most accessible outdoor public art gallery on the peninsula.

INTERESTED? Please submit proposals by August 19, 2020.
Details: www.sandcity.org/our-community/west-end-artist-community/call-for-artists



**we. 6WALLS
12ARTISTS**

Presented by:
Sand City @sandcityca
Sand City Art Committee @sandcityart



we. murals
event info



@we.createart
we.createart.co

**Sand City “Call for Artist”
PRESS RELEASE**



CONTACT: Aaron Blair, City Manager Sand City

PHONE: 831-394-3054

EMAIL: aaron@sandcityca.org

WEB: www.sandcity.org

SOCIAL: @SandCityCA   

FOR IMMEDIATE RELEASE

August 11, 2020

The Sand City Art Committee is seeking local proposals for a public mural.

Sand City, California, August 11, 2020 - The Sand City Art Committee is seeking proposals from local Monterey Peninsula artists, preferably artist within Sand City, to submit mural proposals that will celebrate the history and culture of Sand City, its residents, and the larger community. The selected mural will be displayed in the City's Art Park (currently in the planning stages), and stand as the first of a tradition of art created by the community, for the community, and proudly displayed in a space dedicated entirely to the community.

"We are excited about expanding the cultural offerings within the West End, and continuing to build on the positive things that our Sand City creatives have developed. Investments in public art will increase the magnetism of the West End, thus further providing awareness of the artists and businesses that call it home, City Manager Aaron Blair said."

The deadline to submit proposals is August 19, 2020 by 11:59pm. For more information and to apply online visit <https://www.sandcity.org/our-community/west-end-artist-community/call-for-artists>. The piece will be installed over a week from September 28, 2020 through October 5, 2020.

The mural will be a part of the City's inaugural we. street and public art installation* September 28th through October 5th. The installation will bring together two artists on one wall to celebrate and merge their individual styles, creating unique public masterpieces for all to enjoy. The installation will build the foundation for the most accessible public art gallery on the peninsula.

*NOTE: Due to COVID-19 restrictions all ancillary activities associated with the we. street and public art festival have been cancelled for 2020.

Sand City Art Committee: Instagram - @SandCityArt



AUTHORIZATION AND RELEASE
(To be used for City-sponsored Mural)

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WHEREAS, the Sand City public art project was created to replace illegal graffiti with art, revitalize sites within the City, and create a shared cultural experience for the community; and

WHEREAS, murals play an intricate role in conveying the history of our community, beautifying the City, and advancing the arts; and

WHEREAS, the City has adopted a process for the placement of public art murals on public and private buildings throughout Sand City; and

WHEREAS, in order to help revitalize the City in which he/she owns property, the Property Owner desires to make an exterior wall available on his/her property for a public art mural; and

WHEREAS, to comply with the City's public art guidelines, Parties desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the installation, and maintenance of the mural.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Property Owner is the owner of the property at the following address: _____ Sand City, California ("Property").
2. Property Owner agrees to allow installation of a mural on the Property, with the design approved by Sand City's City Council ("Mural"), on a wall facing _____ (north/south /east/west) (the "Wall"). **Property Owner covenants that he/she is authorized to permit the mural's installation upon the Wall, and will permit Artist to do so following this Agreement's execution.**

3. Term. This Agreement begins on the Effective Date, and remains in effect until two (2) years after the Effective Date (the "Term"), unless City grants a written time extension as set forth in this Agreement.
4. Property Owner's Additional Rights & Responsibilities:
 - 4.1. Agreed Mural Selection Process: Property Owner agrees that, while the artist selected by the City ("Artist") is responsible for the execution of the Mural, Property Owner may provide concept input regarding the design of the Mural prior to approval by Sand City's City Council ("Council"). Property Owner will be allowed to review up to two (2) design sketches and request one (1) revised sketch, if desired, before the final design of the Mural is rendered ("Final Sketch"). City will provide Property Owner a copy of the Final Sketch and Property Owner will have seven (7) calendar days in which to object in writing to the Final Sketch. If no such objection is received by the City Manager within seven (7) days, the Property Owner agrees to have no further input on the design of the Mural. If such an objection is received, this Agreement will be considered to be terminated as of the date of City's written receipt of such objection.
 - 4.2. Debris removal. Prior to installation of the Mural, Property Owner agrees to remove any debris (including advertisements and brackets) from the Wall, and/or the workspace in front of the Wall, in order to provide City Staff and/or Artists unobstructed access to a clean surface.
 - 4.3. Access. Property Owner agrees to allow City Staff and/or Artists access to the Property to: (a) prepare the Wall; (b) install the Mural ("Installation"); and (c) provide any required graffiti abatement required in this agreement. Property Owner agrees to allow such access at a time and date agreed upon between the Parties. Property Owner further agrees to provide such access within two (2) weeks of receipt of the City's written request for access.
 - 4.4. Notify Tenants. Property Owner agrees to notify all tenants of the Property (if applicable) of the date of any work Installation and to distribute to them any literature provided by the City in advance of any work on the Wall.
 - 4.5. Optional Coating. Property Owner is allowed the option of granting City Staff and/or Artists access to the Wall to apply an anti-graffiti clear coat to protect the completed Mural from future damage ("Coating").
 - 4.6. Maintenance/Removal. Property Owner is encouraged but not required to maintain the Mural after Installation, provided however that Property Owner agrees not to obstruct, cover, modify, destroy or remove the Mural for two (2) years after Installation. After such two year period, Owner may remove the mural at Owner's expense.
 - 4.7. Indemnification/Hold Harmless: To the fullest extent permitted by law, Property Owner agrees to indemnify and hold harmless City and any and all of its officials, employees

consultants, volunteers and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Property Owner or its agents (or any entity or individual that Property Owner shall bear the legal liability thereof) in the performance of this Agreement. Property Owner's duty to indemnify and hold harmless shall not extend to the City's sole or active negligence. This provision shall remain in effect beyond the expiration of the Term.

5. City's Rights & Responsibilities:

- 5.1. Non-interference. City will use its best efforts to not interfere with the business of the Property Owner during any preparatory work, Installation or Coating.
- 5.2. Graffiti Abatement. City will be responsible for touch-ups of the Mural if needed due to graffiti and for removal of graffiti when it is reasonable to do so. City's obligation for such touch-ups will extend for two (2) years after Installation, after which time City will have no continued obligation for such abatement.
- 5.3. Mural Damage. If the Mural is damaged, defaced, altered or destroyed by human acts or by acts of nature, the City retains the right to remove, modify, restore, repair or replace the Mural, provided that any replacement of the Mural with a design other than that set forth in the Final Sketch is subject to Property Owner's review as required by section 4.1 of this Agreement.
- 5.4. Reproductions. City has a right to photograph and reproduce images of the Mural in any media and for any purpose.

6. Miscellaneous Provisions:

- 6.1. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.
- 6.2. Notices: Notices or other communications required by this Agreement will be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient. To CITY: City of Sand City, 1 Pendergrass Way, Sand City, CA 93955, Attention: City Clerk; To Property Owner:_____.

6.3. Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

6.4. Modification and Amendment. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

6.5. Limitation of Liability. Under no circumstances shall one party to this agreement be liable to the other party for any special, consequential, indirect, or incidental damages, including lost profits, arising out of or in connection with this Agreement, or any activities performed in connection with this Agreement, regardless of whether a claim made by that party is based on contract or tort. The provisions contained in in this section 6.5 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the parties on the date above written in Monterey County, California:

City Manager

Date

ADDITIONAL PROPERTY OWNER INFORMATION

_____ I agree to allow City and/or Artist to apply anti-graffiti clear coat to protect the completed Mural from future damage.

_____ I do not agree to allow City and/or Artist to apply anti-graffiti clear coat to protect the completed Mural from future damage.

Property Owner Name #1 (Please Print)

Signature/date

Phone number

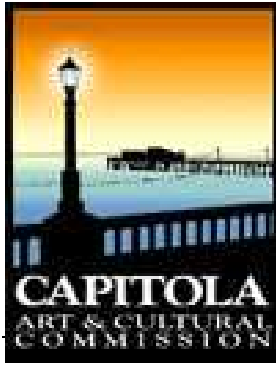
Email

If APPLICABLE: Property Owner Name #2 (Please Print)

Signature/date

Phone number

Email



Call to Artists Graphic Traffic Boxes Art for Traffic Signal Cabinets

Date Issued: March 27, 2009

Submittal Deadline: April 24, 2009; 5PM, Capitola City Hall Office

Call to Artists: The City of Capitola's Art and Cultural Commission wants to brighten up the 41st Avenue/Capitola Road/Clares Street corridor with exciting new artwork on its traffic signal boxes! We are seeking proposals for an artist to paint eight traffic signal cabinets in our major commercial area (see location map, Attachment 1).

Theme: Entertain us! The winning artist will propose a unified theme for all of the boxes that is fun and whimsical, colorful and even humorous or inspiring. A beach theme or other theme related to the corridor or the City of Capitola is one option, but we encourage creative ideas. We want to catch the attention of drivers and pedestrians in this area and get a chuckle out of them, and/or encourage them to relax and enjoy themselves.

Traffic Signal Cabinets: The cabinets are located on street corners and are visible to both pedestrian and vehicular traffic. The cabinet sizes range, but are generally around 39" wide x 27" deep and 58" high. Specific sizes of the cabinets are listed on the attached chart (attachment 2). Art should cover all exposed sides of the box. The design should take into account the fact that the cabinets will be visible for short glimpses by passing vehicles and some boxes will experience quite a bit of pedestrian traffic.

Project Budget: The total artist budget is \$500 per box, with an additional \$500 for preparation and coordination expenses, for a total of \$4,500 in artist fees.

Materials: The City will be responsible for prepping and priming the boxes. The artist is responsible for painting the boxes, with water-based acrylics. The City will apply an anti-graffiti coating after the painting is done. Artists are responsible for providing all painting supplies. The design must be approved by Art and Cultural Commission, as well as the Capitola City Council. It will also need to meet requirements for safety and durability.

Artist Selection Criteria: Open to all Santa Cruz County Artists. Artists will be selected based on the following criteria:

- Creativity and innovation of design.
- Design theme
- Relevance of the image to the project site and its users (pedestrians and commuters).
- Artist's demonstrated ability to produce the proposed artwork within the defined timeline and budget.

Project Selection Panel and Selection Process: A selection panel will jury the submitted images. It will be comprised of Public Art Committee members, Public Works staff and community members. The City's Art and Cultural Commission will review the panel's recommendation and submit it for approval to the Capitola City Council.

Project Timeline - 2009

March 27, 2009	Call to Artists Released
April 24, 2009	Submission Deadline
May 12, 2009	Recommendation to Art and Cultural Commission
May-June 09	City Council Approval
June-July 2009	Artwork initiated
July 31, 2009	Artwork completed

The Commission reserves the right to change the project timeline.

Submittal Guidelines:

1. **One page cover sheet** stating the following information, in the order listed:
 - Title: "Art Box Project"
 - Artist's Name
 - Artist's Phone Number and Fax Number (if available)
 - Artist's Email Address
 - Artist's Mailing Address
2. **Resume** of not more than two, double-sided pages that demonstrates experience as an artist.
3. **Annotated Image List** - Artists may submit up to 10 digital images. Provide a brief description of selected images including dimensions, materials, date of work. Digital imagery guidelines:
 - PC compatible CD.
 - Each image should be no larger than 1500 X 1500 pixels, 300 dpi and 2 MB.
 - JPEG ONLY.
 - Each JPEG must be titled with the artist's name and a number that corresponds to the annotated image list.
 - CD must be clearly labeled with the artist's name.
4. **Concept drawings / images** on 8 ½ x 11 inch paper. Drawings / images should indicate how artist proposes to approach this project. Drawings should be in color or but need not be to exact scale, drawings should show the artwork placed within the site to demonstrate the artwork's relationship to the traffic box.
5. **A written proposal** of not more than one page, which describes the concept and drawings and indicates materials to be used, how image will fit onto the boxes (include information for all four sides of the box).
6. **References** - Names, phone numbers and addresses of three professional references, with artist's name noted at top of page.

Use 8 1/2" by 11" sheets of plain paper only. Please do not bind materials, and do not submit materials in plastic sleeves, binders, notebooks, or folders.

Application Deadline: Applications must be received no later than noon, April 24, 2009 at the address listed below. Applications received after the date and time indicated herein shall not be accepted and requests for extensions of closing date or time will not be granted. Application packets may not be modified after submission.

Legal info: This call for artists does not constitute a guarantee that the City will hire an artist. The City may decide at its discretion not to select any of the proposers and/or reissue the call for artists.

Send or deliver proposals to:

Graphic Traffic Boxes
Kelly Barreto
City of Capitola
420 Capitola Avenue
Capitola, CA 95010
831-475-7300
831-479-8879 FAX

For more information, contact Kelly Barreto, Art & Cultural Commission Administrative Assistant (831) 475-7300 ext. 297, kbarreto@ci.capitola.ca.us

Attachments:

1. Map of traffic signal boxes
2. Dimensions of traffic signal boxes



CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 25, 2009

FROM: CITY MANAGER'S DEPARTMENT

DATE: June 12, 2009

SUBJECT: ART & CULTURAL COMMISSION PUBLIC ART PROJECT – GRAPHIC TRAFFIC BOXES

RECOMMENDED ACTION: By motion, that the City Council Approve the Art & Cultural Commission Graphic Traffic Box Public Art Project and Artist Agreement.

BACKGROUND

The City Council approved a proposal by the Art & Cultural Commission at the March 26, 2009 City Council meeting for a Graphic Traffic Box Public Art Project. The goal of this project is to utilize the signal boxes as a medium for displaying Public Art, while assisting the Public Works Department in discouraging graffiti on the signal boxes. According to Capitola Municipal Code Section 2.56.050, the Art and Cultural Commission now needs the City Council's approval of the art work before finalizing the art project.

DISCUSSION

The Art & Cultural Commission began planning the Graphic Traffic Box Art Project in the spring of 2009. This project consists of painting 8 City owned traffic signal cabinets throughout the City by an artist. The goal of this project was to select a unified and colorful themed design that compliments the municipal use area of Capitola, while assisting the Public Works Department in discouraging graffiti on the signal boxes. An art selection committee was formed composed of residents from Capitola as well as Art & Cultural Commissioners. A "Call to Artist" was announced in early 2009, which brought in 11 submissions for consideration. The Public Art Selection Committee reviewed all submissions and interviewed 4 artists. A local artist, Bruce Harman was selected for his talented artwork, design idea for the traffic boxes, as well as his impressive resume and experience. The selected design of aquarium themed paintings on the traffic boxes (Attachment 2) was approved by the Art & Cultural Commission at the June 9th meeting. The project process will include the traffic cabinet boxes primed prior to the paint application, as well as a top coat of clear graffiti proofing material upon completion.

Funding is available in the Public Art Fund. Total for the project is expected to be \$6,500, to be distributed as follows: \$1,500 for materials, \$180 per box for preparation and top coating with a graffiti-proof top coat, and \$4,000 for the artist (\$500 x 8 boxes). The project is expected to be completed by the end of July 2009.

FISCAL IMPACT

Funds in the amount of \$15,000 were appropriated during the FY08-09 budget process for art projects in the Public Art Fund. These funds are restricted in their use for Public Art projects only. The graphic traffic box project is estimated to cost \$6,500.

ATTACHMENTS: 1. Traffic Box Locations 2. Photos of Art Design 3. Artist Agreement

Report Prepared By: Kelly Barreto, Administrative Assistant
to the Art & Cultural Commission

**Reviewed and Forwarded
By City Manager:** _____

**City of Seaside
Art and History Commission
2021 WORK PLAN
AND
FISCAL YEAR 2020 ACCOMPLISHMENTS**

MISSION STATEMENT:

To advise the City of Seaside in the advancement, preservation and protection of Historical and Cultural heritage so that this and future generations may know and appreciate the historical resources, places, people, events and the arts which represent the City of Seaside.

HISTORICAL BACKGROUND:

The Seaside Art Commission was created by Ordinance 70, on May 17, 1956, two years after the City of Seaside was incorporated.

The Seaside History Commission was established by the adoption of Ordinance 593 on October 15, 1981.

These two Commissions were combined to form the Seaside Art & History Commission in 2010 by ordinance number 986.

According to the City ordinance, "The Art and History Commission shall have the power, and it shall be the duty of the commission to make recommendations to the City Council and to advise the council in the following matters:

- A. Pertaining to the encouragement of arts and crafts and historical activities;
- B. Pertaining to the promotion of programs of artistic merit within the city;
- C. Pertaining to the collection, promotion, display and preservation of Seaside's historical artifacts;
- D. Designate, protect, preserve, enhance and perpetuate those structures and areas of historical, architectural and engineering significance;
- E. Encourage the city systematic collection and preservation of Seaside's historic records and manuscripts. (Ord. 986 § 3, 2010)"

1

Due to the Coronavirus pandemic, a multitude of tasks from the SAHC 2020 work plan is on hold or moved to the 2021 work plan. The City of Seaside with guidance from the County and State has instituted social distancing protocols and closed City Buildings to the public until such time it's been deemed "safe" to re-open. An asterisk will delineate which items are on hold until next year.

**City of Seaside
Art and History Commission
2021 WORK PLAN
AND
FISCAL YEAR 2020 ACCOMPLISHMENTS**

GOALS:

1. Explore funding possibilities for commission goals.
2. Maintain a professional, active & educated Art & History Commission for the City of Seaside.
3. Identify, protect, preserve & enhance historic & art resources.
4. Continually support & expand public awareness of Seaside's history, culture and art.
5. Recruit, support and promote the exhibition of art within the City of Seaside

ACCOMPLISHMENTS (March 2020 – March 2021):

- What else?
- Held first annual Knitstravaganza, which publically exhibited textile art by Seaside citizens from (dates?).
- Approved collaborating with San Jose State University Archives Management Program to catalogue the archive for preservation.
- Organized and presented annual Black History Month exhibit and reception and Art exhibit the Walter Avery Gallery. The exhibit for 2020 was entitled "(what?)" and showcased (what?).
- Presented (how many?) art exhibits at the Walter Avery Gallery, before the pandemic shout down prevented further exhibitions. The shows completed during 2020 included (which ones?).

2021 Work Plan

- Organize and present mini-exhibits in the Oldemeyer Center (BGCLUB)
- Help prepare and foster participation in Outdoor Art Events.

2

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**City of Seaside
Art and History Commission
2021 WORK PLAN
AND**

FISCAL YEAR 2020 ACCOMPLISHMENTS

- Update directory of historically significant houses and buildings of the city.
- Update directory of historically significant public art in the city.
- Support and foster visual and performing arts as defined by the California Department of Education
- Establish coalitions within the country for performing arts.
- Foster and encourage collaborative undertakings with The Arts and Historical Associations and Commissions.
- Create a tri-fold brochure that includes public art and historical houses and buildings of the city.
- For California Revealed project, create metadata and submit physical copies of Seaside newspapers 1970-75 to be digitized.
- Collaborate with Monterey Peninsula College Library and Monterey County Free Libraries in outreach and program planning for our California Revealed digital collections.
- Take part in every public relation opportunity to expand public awareness of Seaside's history and multi-ethnic culture.
- Expand and rotate Seaside Art and History section of City's website.
- Develop a Historic Resource Preservation ordinance-backed process as required by the 2018 General Plan that will allow grants applications to fund an inventory of Historic Resources and Historic Designations.
- Establishing a more rigorous and robust relationship with AMP to capture visual and performing arts events in Seaside.
- Educate through the commission our capacity to use AMP resources that are available to the city.
- Work with CSUMB on annual series Seaside Voices Oral Histories.

3

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**City of Seaside
Art and History Commission
2021 WORK PLAN
AND**

FISCAL YEAR 2020 ACCOMPLISHMENTS

- Represent Seaside on area history groups: Archives Round Table, Monterey County History Advisory Commission, and Monterey Bay Heritage Area planning group.
- Network with Monterey County Historical Society, FOAA and FOMA
- Solicit design submissions for public utility boxes art project along Broadway
- Have all oral history tapes located in Seaside archives digitized to ensure preservation.
- Work with CSUMB on more Seaside Voices oral histories and develop student capstone projects focusing on Seaside history.
- Collaborate with City, other Commissions and private groups on more public art projects.
- Continue to advocate for archive storage and workspace to preserve the City's history, archives and artifacts, enabling us to accept donations of family papers and historical materials.
- Continue to advocate for a building to become a City museum, art gallery and cultural center.
- Organize and present annual Black History Month exhibit and reception and Art exhibit the Walter Avery Gallery.
- Continue organizing and presenting art exhibits at the Walter Avery Gallery, the premier art space on the Peninsula including the largest Youth Art Competition in Monterey County, Adult Art Competition.

4

Due to the Coronavirus pandemic, a multitude of tasks from the SAHC 2020 work plan is on hold or moved to the 2021 work plan. The City of Seaside with guidance from the County and State has instituted social distancing protocols and closed City Buildings to the public until such time it's been deemed "safe" to re-open. An asterisk will delineate which items are on hold until next year.