



Arts Commission
Regular meeting
6:00 PM
Wednesday, January 14, 2015
City Council Chambers
809 Center Street
Santa Cruz, California 95060

Call to Order – Trink Praxel, Chair

Roll Call: Trink Praxel, Chair; Abra Allen, Vice-chair; Lee Duffus; Stacey Garcia; Patrick Haywood; Lorrie Kershner; and Peter McGettigan

Statements of Disqualification – *No action may be taken*

Additions and Deletions – *No action may be taken*

Oral Communications – *No action may be taken*

Announcements – *No action may be taken*

The Chair may announce and set time limits at the beginning of each agenda item.

Administrative Business

1. Election of Chair and Vice-Chair

Recommendation: Motion to nominate and elect a chair and vice-chair.

Approval of Minutes

2. Arts Commission meeting minutes of November 12, 2014 (Attached)

Recommendation: Motion to approve minutes as submitted. Commissioners P. Haywood and L. Kershner are disqualified due to their absence at the November 12, 2014 meeting.

General Business Items

1. Downtown Display Device Pilot Program

a. Julie Hendee, Economic Development Project Manager – presentation.

2. Approval of the FY2015 Arts Commission Work Plan

a. Recommendation: Motion to approve the updated FY2015 Arts Commission Work Plan as submitted. Discussion regarding postponing RRF-AIR Project.

3. Gifts and Unsolicited Proposals Policy

a. Recommendation: Staff recommends approval of the policy to be forwarded to Council for approval and adoption after the new year.

Information Items – *No action may be taken*

- CruzCal
- Beach Flats Mural
- Tom Scribner repair

- New Economic Development website with Arts section
- Graphic Traffic Inventory
- Thanks and farewell to outgoing members – Trink Praxel and Patrick Haywood

Subcommittee/Project Oral Reports – No action may be taken

- Admissions Tax Discussion with Mayor Lane
- Public Art Guidelines
- Vision, Mission and Goals Statement
- Public Murals
- Civic Renovation Project
- *Ebb and Flow* project

Items Initiated by Members for Future Agendas – None

Adjournment – The Arts Commission will adjourn from its regular meeting of Wednesday, January 14, 2015 to its next regular meeting at 6:00 p.m. February 11, 2015 in City Council Chambers. February meeting will include orientation of new members.

ADDITIONAL INFORMATION *The City of Santa Cruz does not discriminate against persons with disabilities. Out of consideration for people with chemical sensitivities, we ask that you attend fragrance free. Upon request, the agenda can be provided in a format to accommodate special needs. Additionally, if you wish to attend this public meeting and will require assistance such as an interpreter for American Sign Language, Spanish, or other special equipment, please call the City Clerk's Department at 420-5030 at least five days in advance so that we can arrange for such special assistance, or email CityClerk@cityofsantacruz.com. The Cal-Relay system number: 1-800-735-2922. Visit the City's Web Site at cityofsantacruz.com with links including City Advisory Body Meeting Agendas and Minutes, advisory body information and the Santa Cruz Municipal Code.*

APPEALS - *Any person who believes that a final action of this advisory body has been taken in error may appeal that decision to the City Council. Appeals must be in writing, setting forth the nature of the action and the basis upon which the action is considered to be in error, and addressed to the City Council in care of the City Clerk. Appeals must be received by the City Clerk within ten (10) calendar days following the date of the action from which such appeal is being taken. An appeal must be accompanied by a fifty dollar (\$50) filing fee.*

Santa Cruz City Arts

337 Locust St.
Santa Cruz, CA 95060

No. _____

[Artist or Artist's Estate All Media]

DEED OF GIFT

I, _____ [Name] of _____ [Address] ("Artist" or "Donor"), hereby irrevocably and unconditionally give, transfer and assign, by way of gift, without limitation or restriction, to the City of Santa Cruz, its successors and assigns (the "City") all of my right, title and interest in, arising from and to the following object or objects of art (the "Work") including the specific copyright interest identified herein:

Artist: [Artist's Name]

Title, Year: [Title of Work], [Date of Work]

Medium: [Medium of Work]

Dimensions: [Dimensions of Work].

Edition: [x/y, APs].

Public Identification of Gift: (please indicate preference)

I wish to be publicly acknowledged as the donor of this gift as follows: "Gift of the Artist, [date]".

I prefer that the source of this gift remain confidential. Please acknowledge this gift as: "Anonymous gift, [date]".

Affirmation of Title. I affirm that a) I am the sole owner of Work; b) I have good and complete right, title, and interest in and to the Work; and c) I have full authority to give, transfer and assign my right, title and interest in and to the Work; and d) the subject of this gift is free and clear of all encumbrances and restrictions; and e) to the best of my knowledge the Work has not been imported or exported into or from any country contrary to its laws.

Documentation Relating to the Work. In addition, I agree to transfer to the City all documentation, and share with the City all information, which I have, if any, relating to the Work including the ownership, display and restoration of the Work prior to the date of this Gift.

Copyright.

I acknowledge that the City requests permission to reproduce the Work for purposes consistent with its public and educational mission. I understand that the City is a public agency and among its goals are to provide for the promotion of understanding and appreciation of art by the public in the City of Santa Cruz.

In light of the City's charitable and educational mission, and in recognition of the City's lawful possession of the Work, I hereby grant to the City, as of the date below, a non-exclusive license to reproduce the Work (and in the case of an audiovisual work, any portion thereof) for the life of its copyright and any renewals or extensions thereof (the "License"), in any media now known or not yet invented (all reproductions, the "Copies"), and to display, transmit, publish and otherwise use the Copies throughout the world, as follows:

1) in educational materials related to the City's collection, exhibitions, programs, and events (including, for example, posters, postcards, teaching materials, website information, catalogues and similar publications, some of which may be offered for sale); and

2) in publicity and informational materials about the City's collection, exhibitions, programs, and events (including, for example, press releases, invitations, annual reports, promotional flyers, posters, films, website information and membership solicitations).

1 If Work is owned by more than one person, add name, signature and witnesses for each owner

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I agree that the License expressly authorizes the City to sublicense the specific rights granted herein to third parties, including to its affiliates, as necessary (in the discretion of the City) to fulfill its mission.

For all other rights not specified in this Agreement, I understand that the City shall seek additional permission from me or my representative and that it will direct inquiring third parties to do the same.

Copyright Notice.

Whenever feasible, I ask that the City include (and cause others to include) the following copyright notice, or one similar to it, in connection with the Copies.

Please check and initial one:

- © [Artist's Name].
- © [Artist's Name]. Courtesy of the [Artist/Artist's Estate].
- © [Artist's Name]. Used by permission.
- Other. (Please specify) _____

Representation of Authority. I represent to the City that I am able to grant nonexclusive permission, as requested herein, because I am the Artist and have never transferred exclusive rights to the Work to any other person or entity. [If Artist is deceased, using the following language to replace previous line: because I am an heir of the Artist or of a subsequent copyright owner and have, in turn, inherited ownership of the copyright, or a portion thereof, in and to the Work and (please check one):

- I am the sole copyright owner.
- I am a joint copyright owner.]

ADDITIONAL PROVISIONS FOR PHOTOGRAPHY, FILM, VIDEO, INSTALLATION AND NEW MEDIA WORKS

Certificate of Authenticity.

Donor agrees to transfer to the City an original certificate of authenticity for the Work in form reasonably satisfactory to the City, signed by the Artist (the "Certificate").

Archival Master for Film, Video, Audio, Digital or Other New Media Works.

In order to ensure the long-term preservation and integrity of the original material, Donor represents that the Work is an archival master made from the Artist's master and in the same format as the Artist's master. In addition, Donor agrees to transfer to the City at least one exhibition quality copy (supervised by the artist) of the Work in an exhibition format (an "Exhibition Copy").

Archival Master for Photographs and Photography Based Works.

In addition to the original print of the Work, Donor agrees to provide the City an archival copy of the Work [at no additional charge/for an agreed additional charge of \$_____] which shall not be considered an edition copy of the Work and which shall be used by the City only in the event that the original print of the Work is damaged or deteriorates.

Preservation Copies for Film, Video, Audio, Digital or Similar Media Works.

In order to facilitate the long term preservation of the Work, the City shall have the right to reproduce the Archival Master to make one or more submasters (in the case of film, inter-negative prints) which shall also be in archival format (each submaster referred to as a "Protection Copy" or "Duplication Copy").

To the extent the City determines necessary, each time the Work is to be exhibited by the City or a borrower of the Work, the City shall have the right to copy the Duplication Copy in an exhibition format to make an Exhibition Copy for such exhibition. The City shall cause each Exhibition Copy to be clearly labeled as an Exhibition Copy.

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In order to preserve the Work, the City may from time to time migrate the Duplication Copies (and the Archival Master) to updated technological formats considered to be of archival quality, and use the migrated copies in the same manner as a Duplication Copy.

Film Formats. Unless otherwise indicated, to the extent the Work is a film based work, Artist authorizes the City to display the Work in video format and to effect such display the City is authorized to make a tele-cine transfer which shall be treated as a Duplication Copy: Yes No (Please check one if Work is film).

Installation Plan – Future Installations and Display.

In order to preserve the integrity of the Work, Artist shall provide City with written instructions signed by the Artist relating to future installations of the Work and/or copies of any supporting materials related to future installation that may be in the Artist's possession (together the "Installation Plan.") which plan shall incorporate City's reasonable requests.

If no Installation Plan is provided, Artist agrees that City shall be authorized to use its good faith judgment to determine an appropriate installation plan. Artist hereby agrees that the integrity of the Work shall be considered preserved provided that the Installation Plan is implemented by the City and that any resulting installation shall be considered approved by the Artist.

Variable Media Guidelines. The parties understand that the City has initiated a program to work with artists whose work is in the City's collection to create a written strategy for translating works that are deemed appropriate into new media in the event that the original medium and/or the Installation Plan become obsolete (the "Variable Media Guidelines").

Artist and the City agree to work together to determine appropriate Variable Media Guidelines for the Work acceptable to both Artist and the City. If the Artist and the City are successful in developing mutually acceptable Variable Media Guidelines for the Work, the City shall be authorized to translate the Work according to the Variable Media Guidelines whenever the City, determines that such translation is appropriate. In the event there is a conflict between documents, Artist agrees that if Variable Media Guidelines have been accepted by the City and the Artist, the Variable Media Guidelines shall supersede the Installation Plan and that the integrity of the Work shall be considered preserved provided that such Variable Media Guidelines are implemented by the City and that any resulting installation shall be considered approved by the Artist.

This *Deed of Gift* shall be governed by the laws of the State of California and the City of Santa Cruz.

IN WITNESS WHEREOF, I, intending to be legally bound hereby, have executed this *Deed of Gift* this ____ day of _____, 200 ____.

Donor's Signature

Printed Name

Witness's Signature

Printed Name

The City of Santa Cruz hereby accepts the above Gift this ____ day of _____, 200 ____ and affirms that no goods or services were provided by the City in consideration for this gift.

By: _____
City Manager

I. OVERVIEW

Acquisition of unsolicited Works of Art for consideration can be submitted by an artist, member of the public, the Mayor, the City Council, a Department representative, a neighborhood group or other community organization, private donor, and/or Arts Commission Member(s).

The City of Santa Cruz appreciates the generous and innovative spirit in which gifts, unsolicited loans, and unsolicited works of art are proposed. Gifts, unsolicited loans and unsolicited works of art can enrich the Public Art Collection, bring recognition to the legacy and history of a donor or artist, and can contribute to the cultural landscape of Santa Cruz.

Including a work of art in the City's Public Art Program implies a commitment to its maintenance, preservation, protection, and appropriate display for the public benefit. The City of Santa Cruz has a responsibility to consider the resources required for the maintenance, preservation, protection, and appropriate display of all works of art included in the Public Art Collection and to ensure an open and public process when considering the inclusion of new works of art into the Public Art Collection.

If work is to be on loan for longer than 12 months, this process should be used for reviewing the unsolicited loan of the work of art. Works of art on loan for less than 12 months are addressed in the Temporary Works of Art guidelines.

This policy excludes:

- Murals: Murals created as part of the City's Mural Matching Grant Program are subject to a separate policy.
- Temporary Works of Art: Temporary Art has a limited lifespan, which for the purposes of this document is no longer than twelve months. Temporary Works of Art are not accessioned into the City's Public Art Collection. Temporary Works of Art are addressed in the Temporary Works of Art guidelines.

Gifts and Loans of Artworks Not Yet Created

In the case of offers of gifts and loans to the City for artworks that are in the design phase and have not yet been created, the Arts Commission may require the donor, artists or others involved to enter into an Agreement for Services Contract. The City may also require the donor provide funds to defray the costs of the administration of the gift.

CITY OF SANTA CRUZ PUBLIC ART PROGRAM

GIFTS, UNSOLICITED LOANS AND UNSOLICITED WORKS OF ART

Once the work of art is complete, is in the City's possession and the terms of the contract have been met, gifts and loans shall be formally received according to City of Santa Cruz procurement and donation policies and procedures.

Monetary Gifts and Bequests

Monetary gifts and bequests shall be placed in a Public Art Trust Fund to support the Public Art Program. Monetary gifts are appreciated and strongly encouraged.

II. PROPOSAL SUBMISSION AND REVIEW CRITERIA

Anyone who seeks to submit an unsolicited work of art, as described above, must comply with all submission requirements including the completion of specific forms and the provision of required supporting documentation.

Those proposals that successfully fulfill a majority of the following criteria are the most likely to be approved and accepted into the Public Art Collection.

The Arts Commission and City of Santa Cruz will also consider the following when reviewing all gifts, unsolicited loans and unsolicited proposals:

Stimulate Excellence in Urban Design and Public Arts

1. Is the artist's previous work or proposed artwork engaging and of high quality in concept and construction?
2. Is the quality of the artist's previous work and/or this artwork comparable to other artwork commissioned by the City?
3. Is the artwork unique, one-of-a-kind or part of a limited edition?
4. Is the artist not over-represented in the City's collection?
5. Does the artist have a significant or engaging body of work?

Technical Feasibility

1. Does the artist have experience collaborating with architects and other professionals?
2. If applicable, does the artist have experience integrating artwork infrastructure and building function?
3. Does the artist have experience with architectural and engineering drawings and methods?
4. Does the artist have experience in comparable projects and artistic disciplines?
5. Is the project feasibly within the scope and budget?

6. Is the proposed artwork suited to integrate into the proposed site design?
7. Does the proposed project or artworks meet ADA regulations?

Enhance Community Identity and Place

1. Does the proposed project demonstrate awareness of the community or setting and its characteristics, including history, identity, geography and cultures?
2. Is the proposed project in accordance with adopted policy, historic use or master plans?
3. Is a suitable site currently available and/or proposed for the artwork?

Contribute to Community Vitality

1. Does the proposed project or artwork have the potential to attract visitors and residents?
2. Does the proposed project or process build that capacity and cooperation between the private and public sectors, artists, arts organizations and community members?
3. Does the artist's previous work or proposed process or artwork encourage civic dialogue about City issues?

Involve a Broad Range of People and Communities

1. Does the proposed process involve community members in the design or creation of the artwork?
2. Does the artist have experience working with communities and with diverse groups?
3. Does the artist's previous work or the proposed process or artwork celebrate one or more cultural communities?
4. Does the artist have experience in projects that bring people together or create gathering places, or will the artwork bring people together?

Value Artists and Artistic Processes

1. Is the original artistic integrity of the artwork intact?
2. Will displaying the artwork undermine the artist's intention or reputation?
3. Do the donor's contracts with the artist and fabricators comply with the law (e.g. VARA, CAPA)?
4. For works of art that have not yet been created, does the design process include the artist and the artistic process as a central element?

Vandalism and Safety

1. Is the work a potential safety hazard?

GIFTS, UNSOLICITED LOANS AND UNSOLICITED WORKS OF ART

2. What measures have been considered to protect exposed work of art from vandalism?
3. What thoughts do the donor and the artist have about protecting or restoring this piece of art, should it become subject to vandalism?
4. How difficult would it be to conserve the object?

Appropriate and Responsible Use of Resources

1. Is the proposed project workable within City timelines?
2. Is the proposed project feasible within the restrictions of City resources, including administration and staffing?
3. Does the proposed project include a detailed budget which covers City expenses for managing the project, including supporting administrative costs preparing the site, delivering and installing the work, and providing signage?
4. Have all restrictions by donor been clearly identified and can the City meet these restrictions?

Maintenance and Preservation

1. Are unusual or on-going maintenance costs likely?
2. Is there a plan for future maintenance, including a plan for routine care that is mutually agreed upon between the donor and the City? (Such a report may require the assistance of a qualified conservator.)
3. How will handling, conveyance, and installation be conducted?
4. Does it require special equipment or vehicles?
5. Is the work removable if necessary?
6. Has written permission been granted by the artist for work by a qualified conservator, should the need arise?

III. PROPOSAL AND DECISION PROCESS

Preliminary Offer

A preliminary offer, in writing from the proposer, is reviewed by a subcommittee of the Arts Commission. This offer should include enough information, including photos or preliminary drawings, for the subcommittee to have a reasonable understanding of the proposal. The Arts Program Manager shall forward preliminary offers to the subcommittee.

The subcommittee will determine whether the City should consider the Gift or Loan. If the subcommittee votes in favor of considering the work of art, then the Arts Program Manager works with the donor to bring a full proposal before the Arts Commission. When all relevant information has been

collected and the proposal is complete, the Arts Commission will consider the full proposal at their next regularly scheduled meeting.

Donation Proposal

The Arts Program Manager shall provide potential donors with forms and procedures that shall serve as the donor's formal offer for consideration by the Arts Commission. Clear instructions for completing the forms and a copy of the Gifts, Loans and Unsolicited Work Of Art policies shall also be provided.

The Arts Program Manager will solicit review from City Departments, including, but not limited to, Public Works and Planning. Comments from these departments shall be included in the information provided to the Arts Commission.

Review Process

The subcommittee's recommendation and complete Donation Proposal will be presented to the City of Santa Cruz City Arts Commission during a regular (public) Arts Commission meeting. Incomplete proposals (those that do not comply with submission requirements) shall not be forwarded to the Arts Commission.

The Arts Commission will review the offer at a regularly scheduled (public) meeting. The Commission's recommendation will be forwarded to the City Council, which determines whether to accept the gift or loan.

The Santa Cruz Arts Commission may hold a public meeting for the purpose of gathering community feedback on a proposed gift. The Arts Commission may also decide to hold additional public meetings or gather community input through other methods.

All gifts recommended for acceptance by the Arts Commission should be presented to the City Council for approval, accompanied by Arts Commission recommendation. Following the Council decision, Arts Commission staff shall notify the donor and the recipient department of the acceptance or rejection of the gift.

If the gift is accepted, the recipient department will supervise and assist in the installation of the work of art.

IV. OWNERSHIP RIGHTS

It is acknowledged through a Deed of Gift that ownership of the work of art becomes the sole property of the City of Santa Cruz with no restrictions attached. The City is free to display, store, re-locate, restore, or Deaccession the work (in accordance with the Acquisitions and Deaccessioning policy.) The

GIFTS, UNSOLICITED LOANS AND UNSOLICITED WORKS OF ART

City can also use the image of the work in publications, videos, for non-commercial purposes unless otherwise specified in the Deed of Gift contract.

V. DEACCESSION REVIEW

Deaccessioning of donated works of art shall comply with the City of Santa Cruz Acquisitions and Deaccessioning Policy for Works of Art.

DRAFT

City of Santa Cruz Arts Commission

Work Plan Fiscal Year 2015

CONTINUING PROJECTS:

CruzCal Events Calendar Hub

- ✓ Develop centralized events calendar aggregator and hub for community use
- ✓ Collaborate with Arts Council for beta-testing and conducting community trainings
- ✓ Partner with Cruzio for donated server space for CruzCal running install of Open Source Calagator
- ✓ \$25,000 contract with Modern Tribe, Inc. to develop iCal Feed importer for Events Calendar plugin for WordPress
- Outreach and marketing to launch the site
- **Budget \$33,500 for the complete project**

SculpTOUR

- ✓ Install Marilyn Mackenzie piece
- Update program guidelines and formal application process
- Research pedestal options
- Potentially hire a curator
- **Budget \$18,000 FY 2015**

Graphic Traffic Boxes

- ✓ Inventory existing boxes and ID those needing replacement (due to condition)
 - Review program and policy—honorariums, themes, locations etc.
 - Promotion of program
 - Call for proposals
- **Budget \$5,000**

Mural Program

- Resolve Beach Flats Mural project
- Determine new program focus areas such as commercial murals, community based murals, direct commission murals
- Create policy and practices for mural registry
- Solicit mural artists for registry
- Consider outreach options for latino mural artists
- Explore emerging mural artist program options
 - Professional development workshops for emerging mural artists
- **Budget \$50,000**

Marketing and Outreach

- Website and blog
- Logo redo? Other 'branding'?
- Social Media (Facebook, twitter?)
- FAQ sheets, brochures and collateral
- Arts & Economy outreach and education
- Speaker's Bureau?

- Corridor Study - Piggy back on corridor planning effort to be underway in 2015
- Tables at local events/orgs- MAH, DANM (April event)
- Outreach to artists and organizations
- Budget 20,000

PARTNER PROJECTS (role of commission is to liaise and support)

- Abbott Square – A Allen and L Duffus
 - \$10,000 granted from City Arts
- Ebb and Flow project – T Praxel
 - \$25,000 granted from City Arts
- Tannery Theater Project
- Civic Renovation Project

POTENTIAL NEW PROJECTS:

These projects will be considered after key progress has been made on all continuing projects, most likely after June of 2015.

Resource Recovery Center Artist in Residence Pilot Program

- Initiate program and evaluate first year (this will be time intensive)
 - Issue RFQ
 - Select two or three artists (determine)
 - Retrofit workspace with equipment
 - Develop waivers, forms and safety training
 - Develop evaluation methods and system
 - Coordinate publicity and outreach
 - Coordinate finale show in conjunction with October open studios
- May need to hire assistant program manager, which would require additional funds be budgeted
- Budget \$20,000 from Refuse Public Art Enterprise Funds in FY 2014

Beach Area Roundabout(s)

- Define and initiate new project if Wharf Roundabout is ready to be built and if sufficient public art funds are available from an eligible fund
- Potentially up to \$240,000 (which would almost drain Water Fund account)

Water Data Visualization

- Project to visually communicate Water Department information
- Suspended due to current ED and Water Department workloads and capacity
- Could be combined with Ebb & Flow, wharf plans or other projects
- \$25,000 included in Water Public Art Enterprise fund

DANM Collaboration(s)

- Wharf art planning
- Student art program

- Budget TBD

Cabrillo College Collaboration

- Emerging mural artist program
- Budget TBD

LONG TERM PLANNING PROJECTS

Ocean Street

- Consider appropriate timing for Ocean Street Public Art.
- New area plan states:
"A new, distinctive work of public art, designed by a local artist, will be installed near Highway 17 to welcome visitors to the city. It will include thematic elements that relate to Santa Cruz's unique natural and built environment."
- Budget TBD

Arts District

- Work with Planning Department to research an Arts District program
- May need a market study to determine viability
- Need to talk about goals, public outreach etc.
- Budget TBD

Update Arts Master Plan

- Five-year update to the plan to report on progress and refocus goals
- Budget TBD