




**Agenda Item No: 4.h**  
**Meeting Date: April 15, 2024**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Library and Recreation**

**Prepared by: Craig Veramay, Assistant Library and Recreation Director**      **City Manager Approval:** 

**TOPIC: PUBLIC ART PROJECT PROPOSAL FOR MURAL AT ALBERT J. BORO COMMUNITY CENTER**

**SUBJECT: THE CANAL ARTS PROPOSAL TO INSTALL A PUBLIC ART MURAL AT THE ALBERT J. BORO COMMUNITY CENTER**

**RECOMMENDATION:**

Approve The Canal Arts public art proposal to paint a mural on the exterior of the Albert J. Boro Community Center and authorize the City Manager to enter into a license agreement with Rich Storek (dba The Canal Arts).

**BACKGROUND:**

The City of San Rafael welcomes proposals for the creation and display of public artworks and exhibitions on property that is owned, occupied, or managed by the City. In 2022, the San Rafael City Council approved the formation of the Public Art Review Board (PARB) who has the authority to approve short-term temporary art installations (one-year or less). For long-term installations of greater than one year, the PARB is responsible for providing recommendations to the City Council, who has the final authority to approve public art project proposals.

The City has established [Public Art Review Guidelines](#), which the PARB and staff use to review public art proposals. These guidelines include careful consideration of project readiness, qualification of artists or groups, project funding, community engagement, maintenance, design, and diversity.

On February 19, 2023, the City received a public art proposal from The Canal Arts to paint a mural on the exterior of the Albert J. Boro Community Center. The Canal Arts is an informal group of 14 Marin County educational, social, community service, arts, and business organizations with a mission to support the creation of public art that focus their efforts on the Canal community in San Rafael.

Upon receipt of the proposal, staff initiated an internal review process and shared objective recommendations, questions, and comments with the artists about their proposal. The Canal Arts submitted a revised proposal in response to those questions on March 28, 2023. After reviewing the

\_\_\_\_\_ **FOR CITY CLERK ONLY** \_\_\_\_\_

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

revised proposal, City staff determined the proposal met internal review guidelines and initiated the formal Public Art Review process.

**ANALYSIS:**

The Canal Arts is a coalition of fourteen Marin County educational, social, community service, arts, and business organizations supporting the creation of public art that focus their efforts on the Canal community in San Rafael. The group consists of:

- Art Works Downtown
- Canal Alliance
- Dominican University of California
- East San Rafael Working Group
- Marin Museum of Contemporary Art
- Multicultural Center of Marin
- Marin Open Studios
- Marin School for Environmental Leadership
- Marin Society of Artists
- Parent Services Project
- San Rafael Chamber of Commerce.
- Storek Studio/Architecture
- Team Works Art
- Voces del Canal

The Canal Arts proposal is to paint a mural on the southwest exterior wall of the Albert J. Boro Community Center to the right of the main entry doors. They are proposing the mural be primarily painted by a team of two professional artists but also incorporate community volunteers and youth participants. The project budget is \$40,000, and The Canal Arts has received grant funds from the County of Marin to complete this work.

To develop the artwork concept, The Canal Arts published a request for proposals (RFP) seeking qualified artists. Their RFP identified critical elements that they wanted to incorporate into the artwork, including themes of the history, immigration, culture, and pandemic experience of the people of the Canal. The RFP resulted in 15 submissions, and The Canal Arts convened a jury of artists and community members to review the proposals, from which they selected a preferred team of artists comprising Oscar Morales and Vladimir Cuevas.

On April 5, 2023, The Canal Arts presented their artwork concept to the Pickleweed Advisory Committee. That meeting was well attended by community members supportive of the mural. At the meeting, the artists described the symbolism of each of the components of artwork depicted in the mural. Committee members shared that the descriptions were helpful, and recommended the artists include information interpreting the meaning of the mural either at the community center or on an interpretive display board in front of the mural. The Canal Arts revised their proposal to include installing a small interpretive sign by the mural describing the symbolism of the artwork and acknowledging the project stakeholders and artists, which the Committee supported.

On May 17, 2023, The Canal Arts presented their proposal to the PARB, incorporating changes and revisions based on feedback received at the Pickleweed Advisory Committee meeting and other community outreach completed as part of the project. The PARB was supportive of the mural and voted to recommend the project to the City Council for final review and approval. Their recommendation was

made contingent upon minor revisions to the vinyl window-coverings proposed, and an acknowledgement of support for the artwork from the Federated Indians of Graton Rancheria.

Since that time, The Canal Arts has modified their design to reflect the vinyl window covering changes desired by the PARB, and they have been working with the artists and the Federated Indians of Graton Rancheria to refine the final artwork. An updated proposal reflecting the final proposed mural design and describing efforts to date is included as Attachment 1.

Staff recommends that City Council approve this proposal based on the project demonstrating compliance with the City's established Public Art Review Guidelines, and the PARB recommendation of approval. Staff find that this project has demonstrated clear community support as evidenced by a robust community engagement process, which is detailed in the 'Community Outreach' section below. If approved, the City Manager would be authorized to enter into the License Agreement in Attachment 2, subject to approval of form by the City Attorney. Staff will continue to work with Public Works to coordinate completion of needed repair work to the wall where the art will be installed, and The Canal Arts to schedule dates to complete painting. Staff expect the painting will be completed by August 2024.

**COMMUNITY OUTREACH:**

The City's Public Art Review Guidelines include community outreach recommendations. Proposed public art projects that have completed their own public engagement process will be prioritized. As a long-term project (installation planned for more than one (1) year), City staff recommended that this project provide a minimum of one (1) public meeting and three (3) letters of support.

The Canal Arts held two community engagement events related to this project. The first was held via Zoom on December 13, 2022, prior to the design development. Following receipt of staff comments, The Canal Arts hosted a second community outreach event on March 25, 2023, that included depictions of the art. Additionally, many community members shared their support of the mural at the April 5<sup>th</sup>, 2023, Pickleweed Advisory Committee meeting.

The City received questions from the public about whether representation of the Coast Miwok in the mural was appropriate. Staff requested that The Canal Arts work with the Federated Indians of Graton Rancheria to refine the artwork to ensure their depictions were appropriate and to secure a letter of support from the sovereign nation. The Canal Arts has worked with the sovereign nation to refine the artwork and received an acknowledgement of their support for the mural on April 2, 2024. Additionally, The Canal Arts has received letters of support from The Canal Alliance, Marin County Supervisor Dennis Rodoni, and community member Marina Palma. These letters are included in Attachment 3.

**FISCAL IMPACT:**

This project is estimated to cost \$40,000 and is entirely funded by The Canal Arts who have received two County of Marin grants to pay for the artwork. This project does not have a direct fiscal impact to the City's budget.

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Staff's recommended action to approve the public art installation and enter into an Art License Agreement with The Canal Arts.
2. Approve the art installation agreement with modifications.
3. Direct staff to return with more information.

4. Take no action.

**RECOMMENDED ACTION:**

Approve The Canal Arts public art proposal to paint a mural on the exterior of the Albert J. Boro Community Center and authorize the City Manager to enter into a license agreement with Rich Storek (dba The Canal Arts).

**ATTACHMENTS:**

1. The Canal Arts Boro Community Center Mural Proposal Narrative
2. Draft Art License Agreement
3. Letters of Support
  - a. Federated Indians of Graton Rancheria
  - b. The Canal Alliance
  - c. Dennis Rodoni, County Board of Supervisors
  - d. Marina Palma, Community Member



## Proposal to Install a Public Art Mural on the exterior of the Albert J. Boro Community Center



### **Proposed Mural to be painted by The Canal Arts at the Albert J Boro Community Center**

City of San Rafael  
Library and Recreation Director  
618 B St. San Rafael CA 94901  
Initial Proposal Date: 2/20/2023  
Updated: 3/28/23  
Updated for City Council Meeting: 3/29/24

The Canal Arts is a coalition of 14 Marin County educational, social, community service, arts, and business organizations with a mission to support the creation of public art that focus their efforts on the Canal community in San Rafael. This group submitted an initial application to the City to install a community-based mural to be located on the Albert J. Boro Community Center, which has been conditionally approved by the City's Public Art review Board.

An important feature of this project is the participation of apprentice artists that we identify in the Canal Families Artworks events conducted with Voces del Canal. Canal Arts has secured all funding to complete this project as planned, through a Marin County Nonprofit Partners grant and other sources. To help the group select an artist that met community needs, The Canal Arts released a request for proposals (RFP) for

the art. Artists were required to submit a proposal based on the themes of the history, immigration, culture and pandemic experience of the People of the Canal. The RFP resulted in 15 submittals, which were reviewed by a jury panel of artists and community members that selected the artists Oscar Morales and Vladimir Cuevas, who The Canal Arts has worked with since that date to refine their original artwork vision and develop the final artwork.

That community engagement processed has included an online Canal community forum which was hosted via Zoom on December 13, 2022, moderated by Lynn Sondag, professor of Art and Honors Program Director with Dominican University's Center for Community Engagement. The artists and selection jury panel were present and hosted a discussion about the mural concept. The artists received comments and suggestions from the community, and further developed their proposal. This resulted in an initial proposal, which was submitted to City staff for review and comments.

Following internal City staff review, the artists made additional modifications, then presented the proposal at a lively online community discussion, moderated by Marina Palma of Voces del Canal, with the artists on March 25, 2023. The proposal was then presented with those modifications for consideration to the Pickleweed Advisory Committee in April 2023.

In May 2023, a refined proposal was brought to the City's Public Art Review Board (Board). The Board conditionally approved the art, contingent upon some minor modifications to the vinyl window coverings and receiving a letter of support for the artwork from the Federated Indians of Graton Rancheria (FIGR).

Since then, The Canal Arts has been working with FIGR to further refine the artwork concept. Additionally, the City informed The Canal Arts that the wall where the proposed mural was to be painted required repair due to water damage, which is scheduled for repair in late Spring 2024.

If approved, The Canal Arts would plan to begin painting the mural in July 2024, or upon a mutually agreeable date with the City after completion of building repairs. It is the intent of The Canal Arts and our fourteen sponsoring Marin organizations that this mural, at the center of the Canal neighborhoods, will set a high standard for mural art in San Rafael and all Marin, and engender more art projects that reflect San Rafael's encouraging new public art policies.

Artist's responses to staff questions and comments:

1. Q: The City received questions from the public about whether representation of Coast Miwok in the Mural were appropriate. We would like to see a letter of support from the Coast Miwok and

any individuals represented in the mural acknowledging that they approve of the design or their individual depiction.

**A: Coast Miwok tribal representatives from the Federated Indians of Graton Rancheria have been shown the art, and shared their feedback which has resulted in modifications to the proposed design. We have received verification from FIGR that they are supportive of the mural, and the final proposed artwork.**

2. Q: City staff cannot budget funds or staff time for painting or priming the wall at this point in time. Staff noted that there's no budgeted funds available for wall prep or priming and would request this be added the artist budget.

**A: The Canal Arts acknowledges that the City is not prepared to clean and prime the mural wall. That will be done by the artists. We do ask that the faded window frames and rusted railings be refurbished/repainted by the City to a condition comparable to the adjacent entry finishes (see examples below).**

3. Q: Staff are not supportive of vinyl coverings placed over windows, for maintenance and visibility reasons. Is it possible to amend the design to exclude the vinyl coverings?

**A: The Canal Arts has removed the use of vinyl film on windows, but requests that a small area indicating immigration paths be allowed painted directly upon a window.**

4. Q: Do the artists have a portfolio or website where staff can view their past work? If so, please include. Artists appear to be qualified based on description of work, but staff would like to see visual examples of work.

**A: Artists' examples of prior work and bios attached, below.**

5. Q: Painters will need to verify with staff prior to work that suitable paint for foam wall surface will be used.

**A: Any mural materials used will be submitted for approval by staff.**

6. Q: The top left corner of the mural canvas includes the building physical address #'s. How will the artist work around this space? This needs to remain plainly visible for safety reasons.

**A: The buildings number will be painted and maintained in contrast with surrounding art.**

7. Q: Staff recommend the painting 'protection zone' does not impede the pedestrian right of way during construction. Please verify.

**A: Pedestrian passage will not be impeded.**

8. Q: How long will painting take? Will you need to use the sidewalk or parking lot area during painting? If so, how many parking stalls or how much space on the sidewalk? Will scaffolding or ladders be used?

**A: Painting will take ~4-5 weeks. No sidewalk needed, but 2 parking spaces are requested. Scaffolding or ladders will be used. We request a place for temporary storage onsite for materials and access to water and restrooms during the installation, and artists will be working off-hours.**

9. Q: How will the painters work around the existing vegetation? Staff noted that the plants in front of the building may grow to cover artwork; recommend artists cover vegetation during planting, not disturb exterior building lights; not impact fire alarm system.

**A: Existing plants will be protected, and we request the large hedge at the right side of the wall be cut down to the height of the lower vegetation at the left, or removed and replanted with material similar to the existing (see images below).**

10. Q: Staff noted that there are two overflow drains that pour down the front of the building in the location of the mural. This may lead to staining or fading of the mural over time, and/or may discolor artwork.

**A: Staining from overflow drains should not affect the mural art. We will apply protective anti-graffiti / anti UV coatings to the artwork which will facilitate any future cleaning if necessary.**

#### **Project Timeline:**

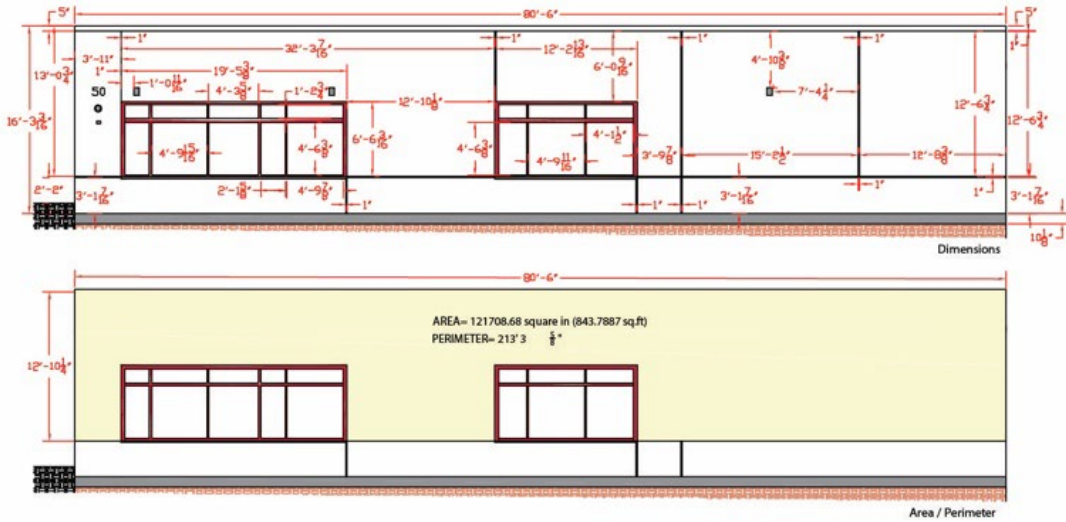
The mural will be created during July-August 2024, with progress visible and monitored online and completion and a community unveiling event planned for August 2024.

**Mural life expectancy:** 15 years

**Materials:** artist grade acrylic paint with anti-graffiti/UV protective coating.

**Proposed Location:** The mural venue, to the right of the Albert J. Boro Community Center entry (See below):



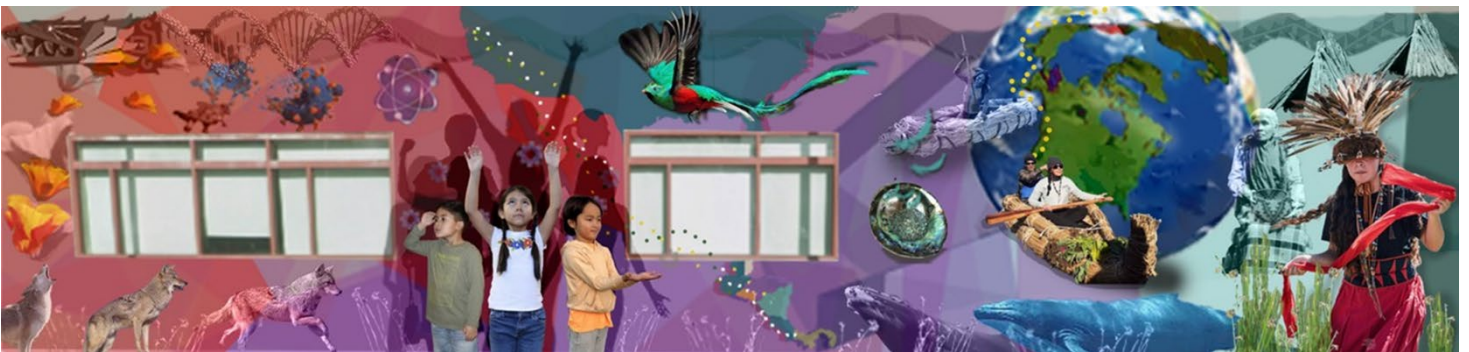


Albert J. Boro Community Center  
50 Canal St, San Rafael CA 94901



Mural Project Elevation  
Scale 1/8" = 1'-0"  
8/21/2022

## Proposed Mural Artwork – Final Draft



**Detail: Proposed Vinyl Window application**



**Artists' Work and Bios**

**Artist: Oscar Morales / Fine Artist and Muralist**









Oscar Morales, born in Mexico City in 1986.

1998- Begins his classes with mastery in drawing and painting.

2001- He moves to the United States and paints his first mural at Manteca High School.

2004- Studies at San Joaquin Delta College, where he paints his second mural "Building the Dreams"

2006- With his teacher and mentor Guillermo H Kelly, he paints murals for private collectors and shopping centers.

2019- Integrating a collective of artists, he paints the mural "Sientete en Casa" for the Canal Alliance organization.

-Marin Open studios Art exhibit

-Dia de Muertos Art exhibit at Mexican Heritage Center, San Joaquin County Historical Museum and Bartolini Gallery.

2021- Tony's Market mural (Kerman City)

-Welcome to the Canal Mural Channel (San Rafael City)

2022- Mayors Art Show (Award Best of the show and the Mayors Art Choice)



-Second Harvest the Greater Valley Mural (Manteca City)

-Geometric Lion Mural (Stockton City)

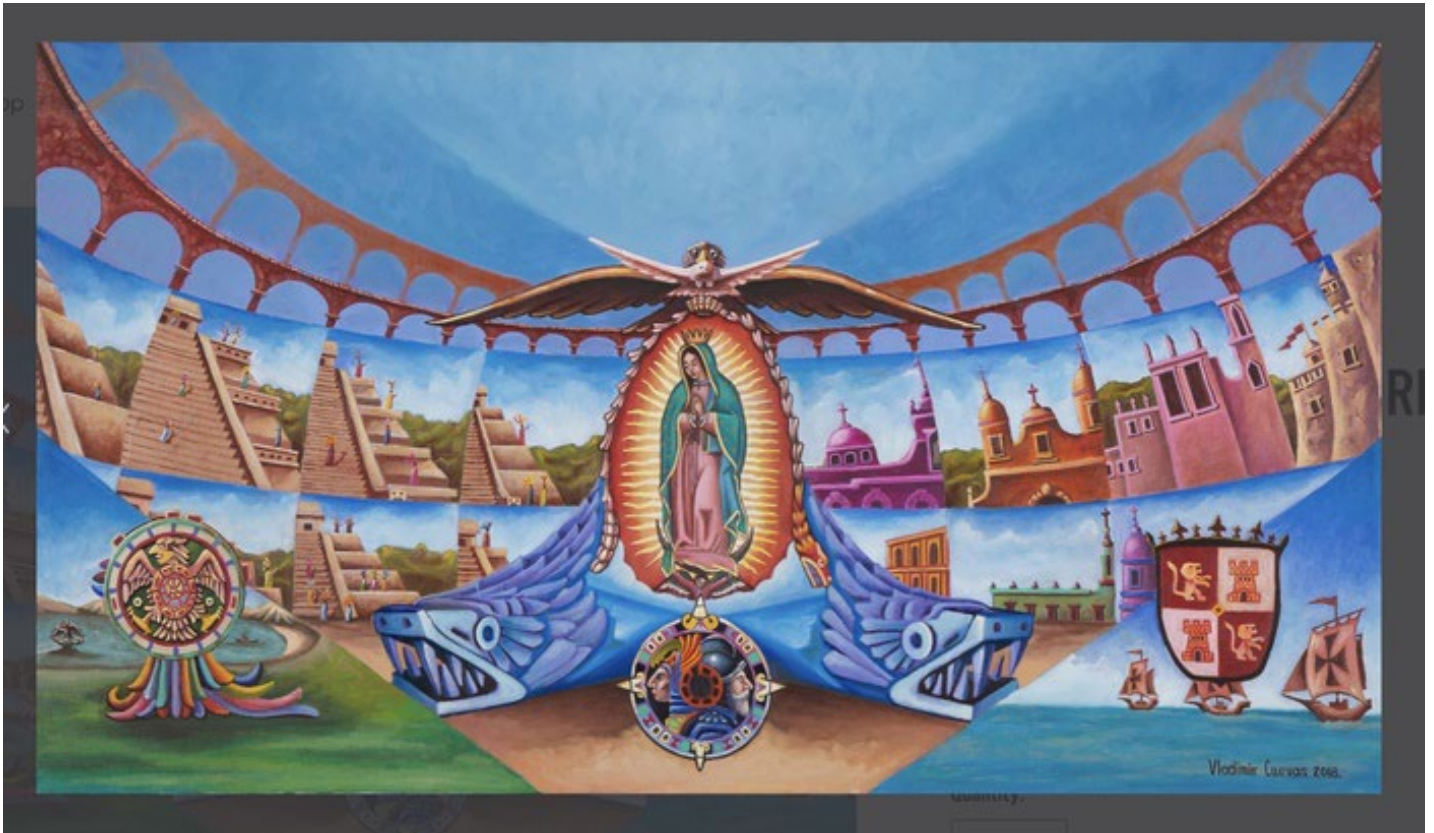
Currently working in San Rafael City participating in Art Projects with The Canal Arts, Marin Society of Artists, Canal Alliance, Marin Open Studios.

**Artist: Vladimir Cuevas**









Vladimir Cuevas is from Oaxaca, Mexico and has lived in San Francisco since 1990.

As a younger man, and because of family issues, he had to make the difficult decision to suspend his medical studies, leave his family and country behind to seek a brighter future in the United States. Little did he know that this juncture in his life would start his transformation from medical student to artist.

- In 1995 Vladimir started private art lessons with the artist Antonio Huerta.
- In 1997 he was discovered by Geronimo Berenguer de los Reyes, Chairman of the Board and Director of GBR Museum and Foundation. In 2007 he commissioned Vladimir to paint 6 altar pieces and artwork for the High Altar of the Virgin of Guadalupe Church in Philippines. The GBR foundation and Museum boasts more than 300 creations by Vladimir.
- Vladimir's murals can be found throughout San Francisco, both in private and public collections.
- Vladimir's realistic, abstract and sacred art has been exhibited in the United States, Latin America and other countries starting from 1995 to present times.
- In 2018, Vladimir created the 43 ft. "Danzante de Pluma," the tallest sculpture in Oaxaca.



**LICENSE AGREEMENT**

**FOR USE OF PUBLIC PROPERTY  
FOR DISPLAY OF ARTWORK  
Albert J. Boro Community Center Mural**

**THIS LICENSE AGREEMENT** (“License Agreement”) is made and entered into as of \_\_\_\_\_, by and between the City of San Rafael, a California Charter City (“City”) and Rich Storek, a Sole Proprietor doing business as (dba) The Canal Arts (“Licensee”).

**RECITALS**

A. Licensee is an organization who proposes to cause one of more artists (“Artists”) to paint an outdoor mural on the exterior of the Albert J. Boro Community Center, public property owned, controlled or managed by the City; and

B. Licensee submitted a proposal to the City for the temporary placement, installation and display of certain works of art and related identifying signs (the “Artwork or Artworks”), as designated in **Exhibit A**; and

C. On April 5, 2023, pursuant to the City’s Public Art Review Guidelines, the Pickleweed Advisory Committee reviewed the proposal and recommended approval of the Artworks; and

D. On May 2, 2023, pursuant to the City’s Public Art Guidelines, the Public Art Review Board reviewed the proposal and recommended approval of the Artworks; and

E. On April 15, 2024, pursuant to San Rafael Municipal Code (“SRMC”) Section 14.25.040 and the City’s Public Art Review Guidelines, the City Council approved the Public Art Review Board’s recommendation to approve Licensee’s Artworks proposal, as designated in **Exhibit A**; and

F. City is willing to grant a license to Licensee for use of certain City property to display the approved Artworks, on the terms and conditions hereinafter set forth; and

G. Upon expiration of this License Agreement, Licensee wishes to transfer ownership of the Artworks to City, and City is willing to accept ownership of the Artworks.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. License. The City grants Licensee permission to use that portion of the City’s property described and/or shown in **Exhibit B** (the “Premises”), for the temporary



placement, installation, display, and maintenance of the Artworks, in accordance with the terms and conditions specified herein.

2. As-is Condition. Licensee acknowledges and agrees that the Premises are being licensed and accepted in their “as-is” condition, without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing their use. Licensee represents and warrants to City that it has investigated and inspected, either independently or through agents of Licensee’s own choosing, the condition of the Premises and the suitability of the Premises for Licensee’s intended use. Licensee has determined, based solely on its own investigation, that the Premises are suitable for Licensee’s intended use. Licensee acknowledges and agrees that neither the City nor any of its agents have made, and the City hereby disclaims, any representations or warranties, express or implied, concerning the Premises, the physical or environmental condition of the Premises, the present or future suitability of the Premises for Licensee’s intended use, or any other matter whatsoever relating to the Premises.

3. Term. Except as otherwise terminated as provided herein, the term (“Term”) of this Agreement shall be from \_\_\_\_\_, 2024 to \_\_\_\_\_, 2024, or the date that Licensee completes installation of the Artworks and transfers the Artworks to the City, whichever is later; and

4. Permitted Uses; Approved Artworks. Licensee may enter and use the Premises only for the uses specified in Section 1 of this License, and for no other purposes. Licensee shall only place, install, display, and maintain the Artworks as approved by the City, as designated in **Exhibit A**, and shall not make any changes to the Artworks or the manner in which the Artworks are placed, installed, displayed, or maintained, without written authorization from the City.

5. Title to Artworks. Licensee/Artist hereby represents and warrants that: i) the Artworks are solely the result of the artistic effort of Licensee/Artist, and ii) the Artworks are unique and original and do not infringe upon any patent rights, copyright, trade secret or any other proprietary right or trademark or intellectual property of a third party.

6. Installation, Maintenance, and Security. Licensee shall be solely responsible for the installation, maintenance, and security of the Artworks. Specifically:

(a) Licensee acknowledges the potential for vandalism to the Artworks and shall be solely responsible for maintaining and protecting the Artworks during its installation and while in Licensee’s ownership.

(b) Licensee acknowledges that the Artworks must be durable, taking into consideration that the Premises is an unsecured public space that is exposed to elements, including but not limited to, weather, temperature variation, and movement of people, vehicles and equipment.

7. License Personal. The license herein granted is personal to Licensee, and no right hereunder may be assigned, sublet or otherwise transferred in whole or in part.

8. Removal of Artworks. Notwithstanding the Term set forth in Section 3 of this License, at any time, the City may terminate this License Agreement and the Artworks may be removed at the City's sole discretion for one or more of the following reasons:

- (a) The condition or security of the Artworks cannot be reasonably guaranteed.
- (b) There is an emergency event such as a fire, storm, or other climate-related event.
- (c) The Artwork is damaged, and repair is infeasible, or the cost of repair is disproportionate to the value of the Artwork.
- (d) The Artwork requires unanticipated, excessive maintenance due to design flaws or other factors.
- (e) The Artwork endangers public safety.
- (f) The Premises is so altered or there are planned renovations/site improvements such that the Artwork is no longer compatible or relevant.
- (g) The Premises is no longer owned, controlled or managed by the City.
- (h) There has been sustained and overwhelming public objection to the Artwork over a period of time.
- (i) The Artwork has been stolen or destroyed.

Licensee shall be responsible for all associated costs of Artwork removal and site restoration. Should Licensee not restore the Premises to a condition satisfactory to the City, the City may perform such work or have such work performed, and Licensee shall immediately reimburse the City for all direct and indirect costs associated with such work upon receipt of a statement therefor. Licensee, on behalf of themselves, their heirs, successors and assigns, hereby assumes all risk of loss or damages of any kind and waives and releases the City from any claims or liability of any kind arising out of the City's removal, relocation, conveyance, and/or disposal of the Artwork.

9. Artworks to Become Property of City; Surrender and Restoration. Upon expiration of the Term of this License Agreement, unless earlier terminated pursuant to Section 8 of this License Agreement, City will review the Artworks and if, in the City's sole discretion, the City determines that the Artworks are in compliance with this Agreement, the City will accept the Artworks. Upon acceptance by the City, the Artworks shall become the sole property of the City as described in Exhibit C. Licensee will surrender the Premises in a broom clean condition and cease any further use of the Premises.

Nothing in this Agreement shall obligate the City, after acceptance of the Artworks, to maintain the Artworks. The City, in its sole discretion, may destroy, remove, or alter the Artworks.

10. Indemnification; Risk of Loss. Licensee shall indemnify, release, defend and hold harmless the City, its officers, agents, employees and volunteers (collectively, the “City’s Parties”), against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorneys’ fees and administrative costs (collectively, “Losses”), arising out of or resulting in any way, in whole or in part, from any acts or omissions, intentional or negligent, of Licensee or Licensee’s officers, agents, employees, or volunteers (collectively, “Licensee’s Parties”), or from Licensee’s Parties’ occupancy, use or misuse of the Premises pursuant to this License Agreement, or from any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property Losses claimed by a third party associated with the Artworks.

Licensee shall assume all risk of loss, damage, or injury to Licensee, or its property including any and all Artworks, arising out of or connected to its use or occupation of the Premises pursuant to this License Agreement, and shall indemnify and hold the City harmless from any claim related to such loss, damage or injury.

The provisions of this Section 10 shall survive termination of this License Agreement.

11. Liability for Damage to Artworks; Artworks Insurance. The City shall bear no responsibility, nor incur any liability, for loss, damage, or injury to the Artworks or any property or equipment owned or controlled by Licensee’s Parties, involved in Licensee’s use or occupancy of the Premises under this License Agreement. Notwithstanding the insurance requirements set forth in this Agreement, the City recommends that Licensee procure and maintain risk-of-loss insurance for the Artworks in a minimum value covering full loss of the Artworks and any associated property or equipment.

12. Artist’s Release and Waiver; Grant of Rights to City. Licensee/Artist has executed the Artist’s Release and Waiver, hereby incorporated into this License Agreement as Exhibit C. Licensee/Artist hereby grants to the City the right to display the Artworks and all materials included in Exhibit A, and the right to make and reproduce photographs, copies, or other two-dimensional reproductions of the Artworks and materials in Exhibit A for publicity and program purposes throughout the Term of this Agreement.

13. Insurance. Licensee shall procure and maintain in effect during the Term of this License Agreement, at no expense to the City, insurance in a form approved by the City Attorney, as follows:

a. Worker’s Compensation insurance with statutory limits as required by the Labor Code of the State of California.

b. Comprehensive General Liability Insurance, in the minimum amount of one million dollars (\$1,000,000) per occurrence for death, bodily injury, personal injury, and property damage. Said policy shall be endorsed with the following specific language:

i. “The City of San Rafael, its officers, employees and volunteers, are named as additional insureds under this policy.”

ii. “The insurance provided herein is primary coverage to the City of San Rafael with respect to any insurance or self-insurance maintained by the City, and shall not call upon City’s insurance or coverage for any contribution.”

c. d. Licensee shall submit to the City certificates of insurance and properly executed endorsements evidencing the term, coverage, limits and endorsements as required above.

14. Compliance with Laws. Licensee shall observe and comply with all applicable federal, state, City, or other governmental statutes, ordinances, and regulations now in force or which hereafter may be in force, including the ADA.

15. Notices. Any notice required under this License Agreement shall be in writing. Delivery of such written notice shall be deemed sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with postage thereon fully prepaid, or upon personal delivery, addressed as follows:

If to City:                      Library & Recreation Director  
City of San Rafael  
1400 Fifth Avenue  
San Rafael, CA 94915-1560

If to Licensee:                      Rich Storek, dba The Canal Arts  
Address: 55 Elizabeth Circle, Greenbrae  
California, 94904  
Phone: (415) 388-3030  
E-mail: [rich@storekstudio.com](mailto:rich@storekstudio.com)

Either party may at any time change its address for notice by giving written notice of such change in the manner provided above. Licensee shall have the sole responsibility to provide the City with a current and valid address for notice throughout the Term of this Agreement, and the City shall not be responsible for Licensee’s failure to provide the City with any changes to Licensee’s address for notice under this Agreement.

16. Attorneys’ Fees. If either party should commence a legal action or proceeding to enforce the terms of this License Agreement, the prevailing party in the proceeding shall receive, in addition to court costs, reasonable attorneys’ fees, including the reasonable value of services rendered by the City Attorney’s Office.

17. Joint and Several Liability. If Licensee consists of more than one person or party, their obligations and liabilities under this License Agreement shall be joint and several.

[Signatures are on the following page.]

DRAFT

**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement as of the day and year first written above.

**CITY OF SAN RAFAEL:**

By \_\_\_\_\_ Dated: \_\_\_\_\_  
Cristine Alilovich, City Manager

**LICENSEE:**

**Rich Storek, doing business as The Canal Arts**

By \_\_\_\_\_ Dated: \_\_\_\_\_

Its Executive Director \_\_\_\_\_

**EXHIBITS:**

- Exhibit A**    **Approved Artworks**
- Exhibit B**    **Premises**
- Exhibit C**    **Artist's Release and Waiver**

**EXHIBIT A**  
**APPROVED ARTWORKS**

(Include entire package describing Artworks as submitted to the Board/Council and approved, including signs, installation/security devices)

TO BE ADDED UPON FINAL APPROVAL BY CITY COUNCIL

DRAFT

# EXHIBIT B PREMISES

(Description of Licensed Premises; include map, if applicable)

The mural will be painted on a west facing wall of the Albert J Boro Community Center near the front entrance, outlined in red below. .





**EXHIBIT C**  
**ARTIST’S RELEASE AND WAIVER**

The undersigned Artist hereby acknowledges and agrees that neither the City of San Rafael nor its officers, employees, agents, or volunteers shall be liable for any distortion, mutilation, modification or destruction, by accident, act of God or person, of any artwork created by Artist and displayed on public property of the City of San Rafael for and as part of the Artworks installation. The undersigned Artist hereby waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, and volunteers, arising under the federal Visual Artists Rights Act (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code Sections 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. Section 106A, Cal. Civil Code Sections 987 et seq., or any other type of moral right protecting the integrity of works of art.

Upon acceptance of the Artworks by the City at the expiration of this Agreement, the undersigned Artist and Licensee acknowledges and agrees that the Artworks shall be the sole property of the City of San Rafael, and hereby waives and releases all claims of ownership, patent rights, copyright, trade secret or any other proprietary right or trademark or intellectual property of or in connection with the Artworks, subject to the following reservation of rights.

Artist and Licensee hereby each reserve an unlimited irrevocable, nonexclusive intellectual property rights license as follows:

- i. The right to make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the Artworks including the right to sell photographs or reproductions of the Artworks and to authorize the sale of such photographs or reproductions.
- ii. Artist and Licensee may license or sublicense its rights for any private or commercial purpose.
- iii. Reproductions shall include the following credit line and copyright notice where practicable: “The Canal Arts” © 2024 by [Insert Artist Name]. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this Agreement.

**ARTIST**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_

[*print name*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*telephone number*]

**LICENSEE (Rich Storek)**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[*signature*]

\_\_\_\_\_  
[*print name*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*telephone number*]

DRAFT

On Apr 2, 2024, at 11:11 AM, Lorelle Ross <[LRoss@gratonrancheria.com](mailto:LRoss@gratonrancheria.com)> wrote:

Hi Rich

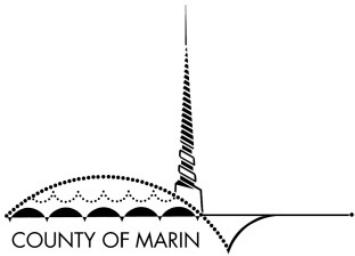
Yes the mural as designed and reviewed is appropriate. Thank you for sharing and being responsive and understanding to include the Graton Rancheria in the project and making the artwork available to allow us to make changes and provide feedback. Would you like me to email anyone with our approval directly, let me know.



Lorelle Ross

Tribal Representative for Federated Indians of Graton Rancheria

Sent from my iPhone



Marin County Civic Center  
3501 Civic Center Drive  
Suite 329  
San Rafael, CA 94903  
415 473 7331 T  
415 473 3645 F  
415 473 6172 TTY  
Dennis.Rodoni@marincounty.gov  
MarinCounty.gov/board

March 29, 2024

San Rafael City Council  
City Hall  
1400 Fifth Avenue  
San Rafael, CA 94901

**RE: Support for the Albert J. Boro Community Center Art Mural.**

Dear Members of the San Rafael City Council,

I am writing to express my strong support for the proposed mural project at the Albert J Boro Community Center, led by The Canal Arts.

As a supporter of The Canal Arts, I have had the pleasure of meeting the talented artists behind the project, Oscar Morales and Vladimir Cuevas. Their dedication and artistic vision are truly commendable, and I am confident that their work will bring significant visual inspiration to our community.

The collaborative process involved in the creation of this mural, which has included engagement with members of the Canal community, highlights the inclusive nature of this project. By involving community members in the development of the artwork, the mural has the potential to foster a sense of pride and ownership among residents.

I believe that public art plays a vital role in enhancing the vibrancy and character of urban spaces. The mural at the Albert J Boro Community Center has the potential to serve as a focal point for community gathering and reflection, contributing to the cultural richness of our city.

In conclusion, I urge the San Rafael City Council to support the installation of the mural at the Albert J Boro Community Center. This project represents an opportunity to celebrate the creativity and diversity of our community while enriching the public realm for residents and visitors alike.

Thank you for considering my perspective on this matter.

Sincerely,  
Sincerely,

Dennis Rodoni



March 27, 2024

Re: Albert. J. Boro Community Center Mural by The Canal Arts

Dear Mr. Rich Storek:

As a strong collaborator and partner of The Canal Arts, I am writing on behalf of Canal Alliance to express my strong support for the Albert J. Boro Community center mural. I have been involved, first in selection of the artists, Oscar Morales and Vladimir Cuevas, and in subsequent reviews of the artwork as it has been developed with members of the Coast Miwok, Federated Indians of Graton Rancheria and members of the Canal community. Through public art, we aim to make people feel welcome and inspired, and to share the rich diversity of stories and experiences that contribute to our culture and community, for that reason, I fully support the mural which will bring visual inspiration to our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Omar", is positioned above the typed name.

Omar Carrera  
CEO, Canal Alliance  
OmarC@canalalliance.org

91 Larkspur Street  
San Rafael, CA 94901  
415.454.2640

[canalalliance.org](http://canalalliance.org)

From: Marina Palma [REDACTED]  
Subject: Albert J. Boro Community Center Mural by the Canal Arts,  
letter of support  
Date: March 27, 2024 at 9:37:26 PM PDT  
To: Rich Storek <rich@thecanalarts.org>

Dear Rich,

I have been involved, first in the selection of the artists, Oscar Morales and Vladimir Cuevas, and in subsequent reviews of the artwork as it has been developed with members of the Coast Miwok, Federated Indians of Graton Rancheria and members of the Canal Community.

I fully support the mural which will bring visual inspiration to our community. This mural will represent the history and cultural identities of our community.

The Mural at Albert J. Boro will bring happiness and a sentiment of feeling welcome after a long way from home, with the hope of a better and safe life.

I hope that we can have this meaningful mural in our community as it will give the opportunity to other community residents to get involved in this wonderful project.

Art is Truth,

Marina Palma