



Agenda Item No: 6.a

Meeting Date: June 23, 2025

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community & Economic Development Department

Prepared by: Stacey Laumann,
Senior Management Analyst II

City Manager Approval: _____

TOPIC: PUBLIC ART PROGRAM IMPLEMENTATION AGREEMENT

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$250,000 WITH LOCAL EDITION MARKETING, LLC TO IMPLEMENT A PUBLIC ART PROGRAM FUNDED BY A GRANT FROM THE CALIFORNIA ARTS COUNCIL FOR THE DOWNTOWN SAN RAFAEL ARTS DISTRICT

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement in an amount not to exceed \$250,000 between the City of San Rafael and Local Edition Marketing, LLC to develop and implement a public art program funded by a grant from the California Arts Council for the Downtown San Rafael Arts District.

BACKGROUND:

The [Arts and Culture Element of the San Rafael General Plan](#) contains policies and programs to stimulate the local economy through arts. These include but are not limited to *Policy AC-1.5: Public Art* and *Program AC-1.8A: Arts District* which directs the City to “[L]everage the Downtown San Rafael Arts District designation to encourage, promote, and support arts activities, attract visitors and business patrons, promote equity and inclusivity, and create a more welcoming and exciting downtown environment; and encourage multi-disciplinary art activities and events that showcase local talent and provide opportunities for all residents to experience the arts.”

The [Economic Development Strategic Plan](#) (2023) provides tactical recommendations on business attraction and retention through place-making, including Action Item 4.5, which directs the City to “Coordinate with arts organizations to integrate arts programming with events and economic development initiatives, building upon the Cultural Arts District designation” and Action Item 2.5, to “Invest in other enhancements such as gateway signage and wayfinding, public art, thematic street and sidewalk enhancements, and public open space.”

FOR CITY CLERK ONLY

Meeting Date:

Disposition:

In 2017 and again in 2023, the California Arts Commission (CAC) selected the [Downtown San Rafael Arts District \(DSRAD\)](#) as one of fourteen State of California designated art districts. Furthermore, in 2023, the City Council adopted [Resolution 15199](#) to accept a CAC grant of \$671,429 for Fiscal Years (FY) 2023-2026. In 2024, the City entered into a grant amendment to expand the grant scope and budget by \$38,461 to a total of \$709,890. This CAC grant creates the opportunity to make significant investments in the City's cultural infrastructure.

In November 2024, the City Manager entered into agreements with the following DSRAD stakeholder organizations (Stakeholders) to implement the objectives of the CAC grant: Art Works Downtown (AWD), San Rafael Downtown Business Improvement District (Downtown BID), Youth in Arts (YIA), and the California Film Institute (CFI) and Marin Society of Artists (MSA)). The Stakeholder organizations have met monthly over the last several years to develop a strategic plan, funding criteria to expend CAC grant funds, and implement arts activities in alignment with the CAC grant objectives.

The City's Public Art Review Board helps administer public art on City property, including reviewing public art proposals and advising the City Council on public art installations. On April 30, 2025, staff provided an informational report on the Public Art Program to the City's Public Art Review Board, where Advisory Board members provided feedback to staff on the program design. Staff then provided a program overview at a public meeting of the City Council's [Economic Development Subcommittee on June 11, 2025](#) where Councilmembers and members of the public provided input to staff.

ANALYSIS:

Public Art Program Goals

The goal of the Public Art Program is to enhance economic vitality Downtown with the addition of new culturally responsive and artistically significant public artworks on public property. Additional goals for the program are to:

- Enhance public awareness of San Rafael as the arts hub of Marin County;
- Support economic development through creative placemaking and activation of the creative economy;
- Reflect the diverse local community and landscape;
- Engage multiple stakeholders and community segments; and
- Improve City properties for the benefit of public enjoyment.

The proposed Public Art Installation Program is intended to achieve these goals through the selection and installation of five new public art installations in the DSRAD geographic area (Figure 1). The project will occur substantially over a 12-month period, from June 2025 through June 2026, with the potential for art installations to occur in 2027, pending project refinement. Anticipated artworks will include permanent murals, mosaics, and temporary or permanent sculptural pieces.

The goals of the Public Art Program align with the City's [FY 2025-2028 Strategic Plan](#), including Goal A.3.1 to "Deliver placemaking elements through funded public art projects in the Downtown *San Rafael Art District*" and Goal A.1.3 to "*Drive local economic activity through promotion of destination tourism, enhancing special events, and optimizing city-owned assets by leveraging targeted marketing initiatives.*"

Location Selection

The program is proposed to be implemented within the boundaries of the Downtown Precise Plan area (**Figure 1**). City staff from multiple departments collaborated to identify suitable City-owned properties

for potential mural or sculpture installations that can occur within the CAC grant timeline. Evaluation criteria included high visibility, locations where City maintenance costs could be reduced with improvements, and physical readiness. Preliminary project locations identified include the following:

- Project #1: Court Plaza 1000 4th Street
- Project #2: C Street @ 3rd Street Garage
- Project #3: 2nd @ Ida Street Retaining Wall
- Project #4: 2nd & 4th Street Project Lane Divider
- Project #5: Outside City Hall

Final site selection will be at the direction of the City Council, with the opportunity to prioritize factors such as high visual impact, maintenance, and diversity of potential art concepts.

Figure 1: Downtown Precise Plan Area

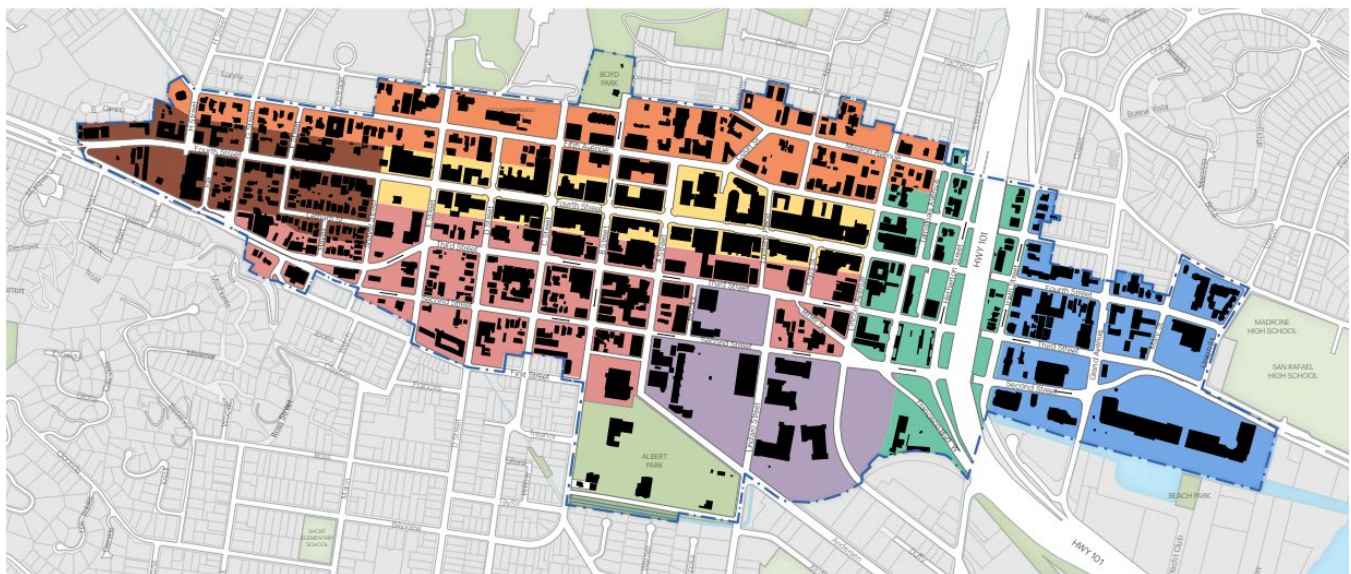


Figure 2.8 Built form analysis and Downtown's character districts



Consultant Selection

To effectively manage and curate the program, the DSRAD issued a Request for Proposals (RFP) in January 2025, seeking qualified arts consultants to oversee the program. The DSRAD received ten responses to the RFP, from which the DSRAD interviewed five firms. Ultimately, in March 2025, the DSRAD selected [Local Edition Marketing](#) (Local Edition) to lead the program's development and execution from June 2025 through June 2026. Local Edition was selected for their substantial experience in the Bay Area and beyond, overseeing and managing the work of mural artists, sculpture fabricators, installers, and other contractors in the implementation of public art. Local Edition received the [2024 Helen Putnam Award for Excellence for Economic Development through the Arts for the City of Concord, CA](#). They also curate the [Mare Island Art Yard](#). Local Edition has demonstrated the ability to deliver art and placemaking strategies paired with strategic approaches to community involvement and marketing.

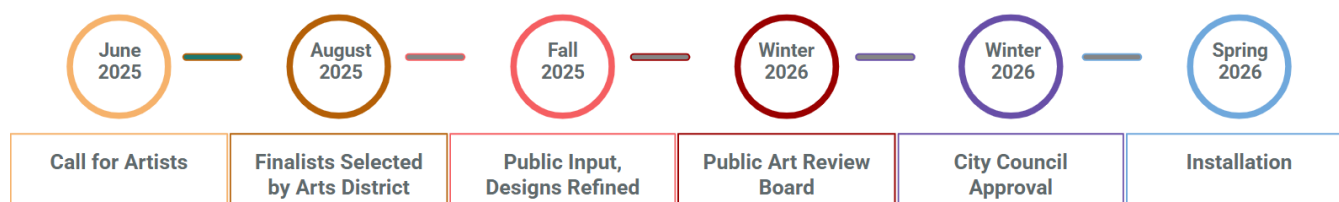
Consultant Scope of Work

Staff recommends contracting with Local Edition to provide full-service art consulting, including but not limited to:

- Strategic planning and project management;
- Site evaluation and final selection of up to five artwork locations;
- Issuing a Call for Artists and managing the artist selection process;
- Coordinating public engagement, including creative communication through digital media, photography, and video;
- Assisting City staff in the review and approval process; and
- Overseeing contracting, installation, and project documentation.

A detailed scope of work, program budget, and timeline is included in Exhibit A to Attachment 2 of this staff report. An illustrative project timeline is provided below (**Figure 2**).

Figure 2: Implementation Process and Timeline



Public Art Program: Artist Selection and Community Engagement

As an essential element of program implementation, Local Edition will be responsible for guiding the artist selection and community engagement processes to ensure the project reflects the diverse local community and landscape of San Rafael. Local Edition will publish a compelling and inclusive Call for Artists that outlines the program's vision and eligibility, with the intent of attracting both emerging and well-known artists to the San Rafael project. An artist selection committee — which may include DSRAD stakeholders, City staff, and/or other stakeholders — will then review submissions and select two semi-finalists for each identified location.

Local Edition, in collaboration with City staff, will conduct a public engagement campaign to promote project awareness of the program. Outreach methods will include information on the City's [Public Art webpage](#), promotions via community partner newsletters, arts-focused social media channels, and tabling at Downtown events during the Summer and Fall of 2025. To gather specific feedback on artistic concepts presented by the semi-finalists, Local Edition will launch digital surveys and receive feedback through in-person tabling. Community feedback will help identify preferred themes, styles, and concepts.

Following the public input period, the selection committee will recommend the final artwork for each site. Local Edition will compile and submit these proposals to the City's Public Art Review Board, which will then make formal recommendations to the City Council for final review and approval in a public meeting, in alignment with the City's established [public art review process](#).

Program Budget

City staff worked with DSRAD Stakeholders to identify an appropriate scope and corresponding budget for the Public Art Program. The DSRAD recommends a total of \$250,000 to be spent on the program to complete five substantial permanent and temporary public art projects.

A project budget summary is provided in **Table 1** below, and the detailed Preliminary Project Budget is provided in Exhibit A to Attachment 2.

Table 1: Public Art Program Budget Summary

\$ 50,000.00	Project Management Fee, Local Edition
\$173,250.00	Artist Engagement and Program Implementation
\$ 26,750.00	Permit fees, marketing & engagement
\$250,000.00	Project Budget Total

The total program budget of \$250,000 represents 35.22% of the total CAC grant budget (**Table 2**).

Table 2: Downtown San Rafael Arts District Grant Budget Summary

\$204,839.95	Arts Programming, Strategic Planning, Web Development (Completed)
\$123,790.00	Arts Programming (Contracted, not completed)
\$250,000.00	Public Art Program
\$ 60,271.05	Unprogrammed
\$ 70,989.00	City Administration (10% of the grant)
\$709,890.00	Grant Total

FISCAL IMPACT:

The proposed resolution allocates up to \$250,000 of CAC grant funds for a professional services agreement with Limited Edition to implement a public art program. CAC grant funds for the DSRAD have been appropriated within in Fiscal Year 2025-2026 (Grant Funds – 283) to support this agreement. All permit fees related to the public art installations will be funded directly from the project budget.

OPTIONS:

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

1. Adopt a resolution to authorize the City Manager to execute the agreement as proposed;
2. Direct staff to return with more information; or
3. Take no action.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement in an amount not to exceed \$250,000 between the City of San Rafael and Local Edition Marketing, LLC to develop and implement a public art program funded by a grant from the California Arts Council for the Downtown San Rafael Arts District.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement with Local Edition Marketing, LLC

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$250,000 WITH LOCAL EDITION MARKETING, LLC TO IMPLEMENT A PUBLIC ART PROGRAM FUNDED BY A GRANT FROM THE CALIFORNIA ARTS COUNCIL FOR THE DOWNTOWN SAN RAFAEL ARTS DISTRICT

WHEREAS, on July 13, 2017 the California Arts Commission (CAC) selected Downtown San Rafael Arts District as one of fourteen State of California designated art districts for a five-year certification; and

WHEREAS, on March 29, 2023, the City of San Rafael, Art Works Downtown, San Rafael Downtown Business Improvement District, Youth in Arts, California Film Institute, and Marin Society of Artists submitted a recertification application and grant application for the Downtown San Rafael Arts District as a California Cultural District; and

WHEREAS, on April 17, 2023, the City Council adopted Resolution No. [15199](#), authorizing the City Manager to enter into a Grant Agreement in the amount of \$671,429 with the California Arts Council on behalf of the Downtown San Rafael Arts District; and

WHEREAS, on May 23, 2024, the City entered into a grant amendment to expand the grant scope and budget by \$38,461, to a total of \$709,890; and

WHEREAS, the Arts and Culture Element of the San Rafael General Plan contains policies and programs to stimulate the local economy through arts, including Policy AC-1.5: Public Art, and Program AC-1.8A: Arts District which directs the City to leverage the Downtown San Rafael Arts District designation to encourage, promote, and support arts activities, attract visitors and business patrons, promote equity and inclusivity, and create a more welcoming and exciting downtown environment; and encourage multi-disciplinary art activities and events that showcase local talent and provide opportunities for all residents to experience the arts; and

WHEREAS, the Economic Development Strategic Plan provides tactical recommendations on business attraction and retention through place-making, including Action Item 4.5: Coordinate with arts organizations to integrate arts programming with events and economic development initiatives, building upon the Cultural Arts District designation; and

WHEREAS, on June 2, 2025, City Council adopted the [FY 2025-2028 Strategic Plan](#), including Goal A.3.1 which directs the City to deliver placemaking elements through funded public art projects in the Downtown San Rafael Art District and Goal A.1.3 to drive local economic activity through promotion of destination tourism, enhancing special events, and optimizing city-owned assets by leveraging targeted marketing initiatives; and

WHEREAS, on June 2, 2025, the City Council approved the FY2025-26 Adopted Budget, which includes appropriations of \$250,000 within the City's Grant Funds (283) to support the recommended Professional Services Agreement; and

WHEREAS, City staff have identified qualified consultants, through a competitive process, to support and implement a public art program that will meet key objectives stated in the California Arts Council grant Scope of Work, including to raise visibility of the Downtown San Rafael Arts District.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute a Professional Services Agreement in an amount not to exceed \$250,000 between the City of San Rafael and Local Edition Marketing, LLC to develop and implement a public art program funded by a grant from the California Arts Council for the Downtown San Rafael Arts District.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a special meeting of the City Council of the City of San Rafael, held on Monday, the 23rd day of June, 2025, by the following vote, to wit:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:

Lindsay Lara, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
LOCAL EDITION MARKETING, LLC
FOR PUBLIC ART PROGRAM IMPLEMENTATION SERVICES**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and LOCAL EDITION MARKETING, LLC, a California limited liability company (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES”; and

B. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.” **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal (“Proposal”) and is the basis for the SCOPE OF SERVICES set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for **CONSULTANT**’s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT**, as further described in **Exhibit A**, in an amount of Two Hundred Fifty Thousand Dollars (\$250,000).

CONSULTANT will bill City for Services provided by **CONSULTANT**, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. **TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on June 23, 2025 and terminate on June 30, 2028.

4. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Stacey Laumann is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Tari Loring is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. **TERMINATION.**

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. **OWNERSHIP OF DOCUMENTS.**

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may

use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnitees**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY’S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys’ fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such **Liabilities** are caused in part by the negligence or willful misconduct of such **City Indemnitee**.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. **NOTICES.**

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to

be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

Stacey Laumann, Senior Management Analyst
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Tari Loring, Managing Director
712 Bancroft Rd. #278
Walnut Creek, CA 94598

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. GRANT REQUIREMENTS.

CONSULTANT hereby acknowledges that this Agreement is funded with a grant from the California Arts Council and is subject to the terms and conditions of the Cultural District Program Grant dated May 16, 2023, of which a true and correct copy is attached hereto as **Exhibit C ("Grant Agreement")**. As a subrecipient of the grant, **CONSULTANT** agrees to comply with the requirements of the Grant Agreement placed on the recipient.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]

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

CITY OF SAN RAFAEL:

CONSULTANT:

CRISTINE ALILOVICH, City Manager

APPROVED AS TO FORM:
Office of the City Attorney

By: ANDREA VISVESHWARA,
Chief Assistant City Attorney

ATTEST:
City Clerk

LINDSAY LARA, City Clerk

By: _____
Name: _____
Title: _____

[If CONSULTANT is a corporation, add
signature of second corporate officer]

By: _____
Name: _____
Title: _____

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described below and in **CONSULTANT**'s proposal, which is attached to this Exhibit A.

SCOPE OF SERVICES.

CITY hereby engages CONSULTANT as a professional art consulting, art production, management, and creative placemaking company on a non-exclusive basis to perform the Services of implementing a Public Art Installation Program in Downtown San Rafael including strategic guidance to plan and produce five new public artworks (individually referred as the "Project" or collectively as the "Projects").

The Scope of Services include the following deliverables:

Deliverable 1: Project Kickoff

- 1.1 Facilitate at least two (2) initial meetings with Project stakeholders to understand the project parameters, explore feasible project locations, and discuss logistical requirements.
- 1.2 Develop a list of preferred Project locations based on feasibility.
- 1.3 Develop a proposed timeline for project management and implementation.

Deliverable 2: Artist Selection.

- 2.1 Collaborate with City staff, the Downtown San Rafael Arts District (DSRAD) stakeholders, and other community stakeholders to confirm a minimum of five (5) feasible Project locations for Public Art.
- 2.2 Develop and implement a robust process to solicit artist proposals based on feasible project locations. Ensure the call for artists is highly visible within the arts community and attracts high-caliber, local artists.
- 2.3 Manage the receipt and initial intake of artist proposals. Facilitate a process with DSRAD and other stakeholders to review proposals, identify and select up to two (2) artists as finalists for each Project site, and coordinate communication with artists during review process.

Deliverable 3: Proposal Refinement, Community Outreach, and Public Art Review

- 3.1 Develop and administer agreements with finalist artists to develop their conceptual designs. CONSULTANT is responsible for administering and managing payment of any artist stipends for conceptual design, up to \$1,250 per artist stipend. Coordinate with finalist artists to ensure art complies with the City of San Rafael's Public Art Review Guidelines.
- 3.2 Coordinate a process for conceptual designs to be reviewed by a panel of jurists which may include DSRAD stakeholders, City staff, and/or other stakeholders. who will select the final artist(s) for each project site and authorize them to continue to fully develop artwork for each project site.

- 3.3 Upon feedback from stakeholders of conceptual designs, work with finalist artists to fully develop final art proposals.
- 3.4 Facilitate a process to ensure at least two (2) forms of community stakeholder outreach or engagement are completed per project site for permanent installations greater than one year. This may include meetings, focus groups, workshops, pop-ups, surveys, letters of support, or other forms of feedback to demonstrate sufficient community engagement for the scale and scope of each project site.
- 3.5 Coordinate a process for final design proposals and community comments to be reviewed by the stakeholders. CONSULTANT and stakeholders will select the final artist(s) for each project site.
- 3.6 Develop and submit final proposals for each site to the City's Public Art Review Board for review and approval.

Deliverable 4: Permitting and City Council Approval

- 4.1 Obtain any necessary permits or regulatory resource agency approvals to complete projects (e.g. encroachment permits, road closure approvals, etc.)
- 4.2 Maintain or ensure subconsultants (artists) have all necessary licenses, certifications, or credentials to complete projects in compliance with applicable laws and regulations.
- 4.3 Facilitate the execution of art license agreements between the City of San Rafael and artists. Engagement in art license agreements by private property owners or CONSULTANT will be determined with the final scope of each project if applicable.
- 4.4 Maintain and furnish to the City of San Rafael a certificate of liability insurance as required by the art license agreement(s).
- 4.5 Coordinate development of presentation materials for proposed art projects to the City of San Rafael City Council for final review and approval.

Deliverable 5: Project Implementation

- 5.1 If approved by City Council, coordinate installation of artwork.
- 5.2 Oversee and manage the work of artists, fabricators, installers, conservators, and other contractors in the implementation of each public art project. Manage project budget and timeline.
- 5.3 Facilitate payments to all artists, vendors, and subcontractors.

Deliverable 6: Marketing and Engagement

- 6.1 Collaborate with the CITY and DSRAD to develop a promotion, marketing, and media outreach strategy.
- 6.2 Develop social media posts to share across channels to highlight the artist selection process, engage the community in reviewing project proposals, and amplify the DSRAD.
- 6.3 Publicize the final installations. Document the process with photography and create a project culmination video.

Preliminary Project Budget

A detailed Preliminary Project Budget is provided. It is the intent of the Parties to refine the Projects through project discovery, public input, and obtain approval from City Council.

SAN RAFAEL 2025-26 PUBLIC ART PROJECT: PRELIMINARY BUDGET

6.03.25

PROJECT	DESCRIPTION	BUDGET
Project #1	Court Plaza @ 1000 4th Street - Fountain	
	Mosaic Artist Stipend	\$15,000
	Mural Artist Stipend	\$5,000
	Pressure Wash	\$1,500
	Prep & Prime - Labor & Product	\$2,000
	Protective Coating Installation - Labor & Product	\$2,000
	Artwork Sign/Plaque	\$500
	Court Plaza Total Budget	\$26,000
Project #2	C Street & 3rd Street Garage	
	Artist Stipend - 2 walls (includes base coat paint and install)	\$30,000
	Scaffolding - 1 month rental	\$14,000
	Pressure Wash/Vine Removal	\$1,500
	Protective Coating Installation - Labor & Product	\$5,500
	Artist Travel Stipend (Flight/Hotel/Rental Car/Fuel)	\$3,500
	Artwork Sign/Plaque	\$500
	C Street & 3rd Street Garage Total Budget	\$55,000
Project #3	2nd @ Ida Street	
	Artist Stipend	\$12,000
	Pressure Wash	\$2,000
	Prep & Prime - Labor & Product	\$3,500
	Protective Coating Installation - Labor & Product	\$2,000
	Artwork Sign/Plaque	\$500
	2nd @ Ida Street Total Budget	\$20,000
Project #4	4th Street Gateway Lane Divider - Purchasing Existing Sculpture	
	Artist Stipend	\$37,000
	Sales Tax (9.25%)	\$3,423
	VR Lift	\$1,500
	Uplighting	\$1,000
	Installation	\$2,500
	4th Street Gateway Sculpture Total Budget	\$45,423
Project #5.1	Temporary Sculpture @ 1400 5th Ave. (Outside City Hall): 2026-2027 Display Period	
	Artist Stipend	\$5,000
	VR Lift - Install/Deinstall (2 @ 1000 per occasion)	\$2,000
	Contingency (install/deinstall needs, site prep, permit)	\$1,000
	Artwork Signage - Sign holder, design, and print	\$1,000
	2026-27 Temporary Sculpture Budget	\$9,000
Project #5.2	Temporary Sculpture @ 1400 5th Ave. (Outside City Hall): 2027-2028 Display Period	
	Artist Stipend	\$5,000
	VR Lift - Install/Deinstall (2 @ 1000 per occasion)	\$2,000
	Contingency (install/deinstall needs, site prep, permit)	\$1,000
	Artwork Signage - Design and print	\$500
	Facilitation & Management - 2nd year of exhibition (Local Edition)	\$2,500
	2027-28 Temporary Sculpture Budget	\$11,000
Pre-Production, Marketing & Engagement	Marketing/Advertising	\$2,500
	Café Call for Artists Posting & Applicant Fees	\$1,000
	Artist Mural Design Fee (8 @ 1250 each)	\$10,000
	City of San Rafael Business License	\$250
	Community Input Sessions	\$1,500
	Sculpture Permits - Review, encroachment, onsite inspections	\$4,000
	Photography & Videography	\$7,500
	Pre-Production, Marketing & Engagement Total Budget	\$26,750
Contingency	Contingency bucket	\$6,827
	Contingency Total Budget	\$6,827
Management Fee	Local Edition	\$50,000
	Management Total Budget	\$50,000
Total Project Budget		\$250,000

COMPENSATION.

CITY will compensate CONSULTANT a total amount not to exceed \$250,000. The CITY shall pay CONSULTANT upon receipt of accurate and complete invoices detailing deliverables completed in association with the milestones identified below.

Project Management Fee for Service Compensation Milestones

AMOUNT	<u>MILESTONE</u>	SCHEDULE
\$25,000	Deliverable 1	Within 30 days of signed agreement
\$5,000	Deliverable 2	Within 30 days of selection of finalist artists
\$10,000	Deliverable 4	Within 30 days of City Council approval of projects
\$9,000	Deliverable 6	Upon completion of all permanent Projects.
\$1,000	Project completion	Final payment shall be due within 30 days of invoice following project completion.

Project Implementation Compensation Milestones

CONSULTANT shall track all implementation expenses and account for them in the final production budget report.

AMOUNT	<u>MILESTONE</u>	SCHEDULE
Not to Exceed \$26,750	Deliverables 2, 3, 6	50% Within 30 days of signed agreement 40% Within 30 days of selection of finalist artists (Deliverable 2.3) 10% Upon completion of Deliverable 6.
Not To Exceed \$173,250	Deliverable 5 Final Project Design and Implementation	70% of the total project budget for each project will be delivered to CONSULTANT upon City Council approval of project (Deliverable 5.1). CONSULTANT will invoice City for the balance (30%) of each individual project upon installation of approved art.

The total not to exceed amount includes all expenses and payments for the Scope of Services described above. Any additional expenses incurred due to a change in the Scope of Services shall be agreed upon in writing by the Parties prior to CONSULTANT incurring the expense.

SCHEDULE.

The Parties will adhere to the following schedule. Adjustments to the Schedule in the Scope of Services shall be agreed upon in writing by the Parties.

	TASK	DATE
Deliverable 1	Kickoff Meeting	3/28/25
	Project Management Contract Executed	6/24/2025
Deliverable 2	Call For Artists and Vetting Process	July-Aug 2025
Deliverable 3	Artwork Design Phase	Aug-Sep 2025
	Conduct Public Meetings	Oct 2025
	Submit Public Art Application to City	Nov 2025
Deliverable 4	Public Art Review Board Meeting	Jan 2026
	City Council Decision/Approval	Feb 2026
Deliverable 5	Final Production Preparation for Art Installations	Mar 2026
	Public Art Installations Begin	April-June 2026
	Planned Completion Date of Art Installations	6/30/2026
Deliverable 6	Deliver a final video product and photography portfolio in digital form	Aug 2026
	All invoicing and subcontractor documentation complete and submitted to City, except for Project #5.2	Sep-Oct 2026

OWNERSHIP OF ARTIST ARTWORKS.

For purposes of this Agreement, the term “document” shall not include any artist work product. The City does not claim ownership, copyrights, royalties, or other claims to artwork produced as a result of a the Grant Agreement. However, the City reserves the right to reproduce and use such materials for official, noncommercial purposes as set forth in the City’s art license agreement.

The rights of all artists engaged or retained pursuant to the stated objectives of this Agreement (an “Artist”) shall be agreed upon by the Parties, and defined pursuant to a separate art license agreement entered into between CITY and each such Artist.

APPROVAL & DISPLAY OF PUBLIC ARTWORK PROJECTS.

The final approval of each Artist, public artwork Project, and public artwork display location shall be in the sole discretion of CITY, based on criteria determined by CITY in consultation with CONSULTANT. CITY shall do all things necessary to cooperate with and facilitate CONSULTANT’S securing of each public artwork Project display location and all access

required by CONSULTANT and subconsultants to install and display each public artwork Project, including but not limited to securing all necessary permissions, permits and/or authorizations required to install and display each such public artwork Project. Upon installation of each public artwork Project, CONSULTANT shall have no obligation to maintain, repair, remove or replace any public artwork Project; however, CITY may choose to engage CONSULTANT'S services for an additional fee to be agreed upon by the Parties to maintain, repair, remove or replace a public artwork Project.

ARTIST AGREEMENTS.

Except as may be required by the City's art license agreement to display the artwork consistent with the goals and objectives of the Project, the artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the applicable Project. Studies, drawings, designs, maquettes and models prepared and submitted as part of the selection process shall be returned to the artist following either installation of the applicable Project or a decline to proceed with an artist's proposal. Consultant shall determine if the work to be performed under the agreements with the artist is for services where prevailing wages are required by State law, and if so, require the artist to pay prevailing wages to its employees on any contract in excess of \$1,000.00, Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department upon request and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Consultant will require the artist to comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. The artist and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the agreement between Consultant and artist. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. The artist shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the

insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in

CONSULTANT's insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the PROJECT MANAGER all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.

EXHIBIT C
CALIFORNIA ARTS COUNCIL STANDARD AGREEMENT,
TERMS AND CONDITIONS

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGESAGREEMENT NUMBER
CD-23-20127AMENDMENT NUMBER
1

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Arts Council

CONTRACTOR NAME

City of San Rafael

2. The term of this Agreement is:

START DATE

2022-07-01

THROUGH END DATE

2025-06-30

3. The maximum amount of this Agreement after this amendment is:

\$709,890

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein.

1) Total grant amount increased from \$671,429 to \$709,890 2) Exhibit A-SOW has changed to include activities for additional funding of \$38,461 3) Exhibit B-Budget section has been adjusted to the amended amount.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR'S NAME(if other than an individual, state whether a corporation, partnership, etc.)

City of San Rafael

CONTRACTOR BUSINESS ADDRESS

1400 Fifth Avenue,

CITY

San Rafael

STATE

CA

ZIP

94901

PRINTED NAME OF PERSON SIGNING

TITLE

City Manager

Cristine Alilovich

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

2024-05-23

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Arts Council

CONTRACTOR AGENCY ADDRESS

2750 Gateway Oaks Dr. Ste. 300

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

TITLE

Executive Director

Danielle Brazell

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

2024-05-23

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

EXHIBIT A – SCOPE OF WORK

Expanded

With support from the California Arts Council, City of San Rafael agrees to reporting requirements (including Interim and Final Reports), agrees to send a representative contingent to any CAC-convenings, and will support the Downtown San Rafael Arts District with the following:

Develop a DSRAD Strategic Plan

Build DSRAD capacity and sustainability.

Raise DSRAD visibility.

Increase DSRAD supporter base.

Continue existing programs, events and activities delivered through DSRAD core partners.

Grow programs, events and activities as capacities are built.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

Expanded

Grant Amount Total: \$671,429 for approved Cultural Districts Activities.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D – Special Terms and Conditions



A. CALIFORNIA ARTS COUNCIL (CAC) PROVISIONS

1. STATEMENT OF THE GRANT

This *Grant Standard Agreement (Grant)* is awarded with the understanding that the full Grant amount will be expended during the term of the Grant period to support the project/activity as proposed by the Grantee in the application, and summarized in the *Grant Description and Budget (Exhibit A – Scope of Work & Exhibit B – Budget Detail and Payment Provisions)*. While minor changes in the project/activity are expected, if the Grantee wishes to modify the fundamental intentions of the project/activity, prior written approval of the CAC is required prior to the end of the project/activity period.

2. GRANT CONTRACT RETURN DATES

A copy of the Grant Standard Agreement shall be signed by an individual with authority to legally bind the organization within 30 days from receipt of the contract documents receipt of the grant notification email. If the Grant Standard Agreement is not returned to the CAC by the final date indicated, there could be delays in receiving the grant award payment or forfeiture of the grant.

3. FINAL REPORT

The Final Report shall be submitted to the CAC thirty (30) days after the grant activity end date. Failure to submit the final report could impact eligibility for a future CAC grant.

4. PROGRAM SPECIALISTS AND ORGANIZATIONAL CONTACTS

The designated CAC Program Specialist shall be the primary contact person during the execution of this Grant with responsibility for facilitating communications and efficient interaction between the CAC and the Grantee. The grantee shall also be responsible for designating appropriate staff contact for this grant.

Should a change of the CAC's Program Specialist or of the Grantee's contact occur, the other party shall be notified in writing at the time of the change.

5. GRANTEE NAME CHANGE

An amendment is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. ACKNOWLEDGMENT OF RECEIPT OF GRANT

Grantees are required to prepare and mail thank you letters to the Governor, the State of California Assembly member and Senator representing the Grantee. Grantee shall return one copy of each letter to the CAC with the Grant agreement. You can identify your State Assemblymember and your State Senator at <http://findyourrep.legislature.ca.gov/>.

7. AMENDMENTS

Grantees can request amendments in the event of a Scope of Work, budget or timeline

change. This request must be done in writing and submitted to CAC no less than sixty (60) days before the end of the grant activity period end date. Requests submitted after this date cannot be processed.

8. COST RECORDS

Grantee shall maintain complete, accurate, and current records of all income, including obligations incurred with respect thereto. Such records, or copies of such records, shall be kept separate from other cost records. During the duration of the activity and for not less than three years after completion or termination of the activity, Grantee shall make available for examination or audit any books, documents, papers, or records pertaining to the activity. Upon request by the CAC, the Grantee shall furnish at its own expense legible copies of materials deemed pertinent, within 10 working days from receipt of the request.

9. MATERIALS DEVELOPED UNDER TERMS OF THE GRANT

a. Ownership

CAC does not claim ownership, copyrights, royalties, or other claims to artwork produced as a result of a CAC Grant. However, the CAC reserves the right to reproduce and use such materials for official, noncommercial purposes.

b. Documentation

Documentation of artwork created and/or activities supported by this Grant is required. Professional quality digital photography is encouraged where feasible, and high-resolution images provided in JPEG format is preferred. For questions regarding photo documentation formats please contact your CAC Program Specialist.

10. CAC ACKNOWLEDGEMENT

a. Logos

In order to further the CAC's effort to create recognition for public arts funding in California, the CAC requires that the Grantee display the CAC logos on all printed and electronic matter (websites, programs, catalogs, postcards, posters, newsletters, leaflets, publications, etc.).

The Grantee shall display the logos at a size and dimension that assures their visibility and the viewers' comprehension of them. If displaying the CAC logo in electronic materials, embed the following link with the corresponding images: www.arts.ca.gov



All logos, as well as the *Logo Usage Guidelines for Grantees*, can be downloaded from the CAC website at <https://arts.ca.gov/logos/>. For additional assistance, contact the CAC Graphic Designer Wendy Moran at wendy.moran@arts.ca.gov.

b. Additional CAC Graphics

The CAC also encourages Grantees to use the California Arts License Plate logo and the Keep Arts in Schools logo on all relevant printed and electronic materials. This will assist the CAC in increasing public awareness of these programs and their support for arts education and local arts programming. If displaying these logos in electronic materials, embed the following links with the corresponding images:

Arts License Plate: www.artsplate.org



Keep Arts in Schools Voluntary Contribution Fund: www.arts.ca.gov/getinvolved/kais.php



c. Acknowledgement Language

Grantee is to acknowledge the receipt of CAC funding by using the following phrase in all materials produced as a result of receiving this award, and in any interviews with the media or during events when appropriate: **"This activity is supported in part by the California Arts Council, a state agency. Learn more at www.arts.ca.gov."**

d. Disclaimer Language

If published, recorded, or visual material (such as in a magazine, film, video, book or brochure) espouses an editorial viewpoint, Grantee must specify in the material that **"Any findings, opinions, or conclusions contained herein are not necessarily those of the California Arts Council."**

11. SUBSCRIPTIONS

All Grantees will be subscribed to the *California ArtBeat* newsletter at the email address provided to CAC staff or as noted in the original application. In addition, it is the Grantee's responsibility to advertise to its arts organization constituents how to subscribe to the *California ArtBeat*.

Instructions: Visit <https://arts.ca.gov/news/artbeat/> and provide your Email Address, First Name, and Zip Code to subscribe.

12. RESOLUTION OF DISPUTES

If Grantee disputes any action by the CAC arising under or out of the execution of this Grant, Grantee shall notify the CAC of the dispute in writing and request a claims decision. The CAC shall issue a decision within 30 days of the Grantee's notice. If the Grantee disagrees with the CAC's decision, the Grantee shall submit a formal claim to the Director of the CAC or to the Director's designee.

The decision of the Director or the Director's designee shall be final and conclusive. The decision may encompass facts, interpretations of the agreement, and determinations or applications of law. The decision shall be in writing following an opportunity for the Grantee to present oral or documentary evidence and arguments in support of the claim.

13. FUNDING CONTINGENCY

This Grant is valid and enforceable only if the State's Budget Act of the appropriate fiscal year makes sufficient funds available to the CAC for the purposes of this program. Additionally, this Grant is subject to any additional restrictions, limitations, conditions, and/or cancellation enacted by the Legislature, which may affect the provisions, terms, or funding of this Grant. The State has the authority to terminate any or all Grants.

14. TERMINATION

It is mutually agreed that either party may cancel this Grant by giving 30 calendar days advance written notice. Within 30 days of termination by either party, Grantee agrees to furnish the CAC with an itemized accounting of funds expended, obligated, and remaining under this Grant.

Failure to comply with the terms of this Grant may lead to the cancellation of this Grant.

B. OTHER STATE OF CALIFORNIA PROVISIONS

The Grantee is responsible for complying with all applicable local, State, and/or Federal laws associated with this Grant.

C. OTHER PROVISIONS

FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS GRANT STANDARD AGREEMENT MAY DISALLOW THE GRANT RECIPIENT FROM FUTURE CAC FUNDING CONSIDERATIONS.