



**PUBLIC ART REVIEW BOARD  
JULY 12<sup>TH</sup>, 2023 AT 6:00PM**

In-Person:  
SAN RAFAEL COMMUNITY CENTER LOUNGE  
618 B STREET, SAN RAFAEL, CALIFORNIA  
AGENDA

Participate Virtually:  
Watch on Zoom Webinar: <https://tinyurl.com/PARB-07-12-2023>  
Listen by phone (669) 444-9171  
ID: 814 5896 7407#

**CALL TO ORDER**

**MINUTES**

1. Approve regular meeting minutes of May 3, 2023  
*Recommended Action – Approve as submitted*

**OPEN TIME FOR PUBLIC EXPRESSION**

The public is welcome to address the Commission at this time on matters not on the agenda that are within its jurisdiction. Comments may be no longer than three minutes and should be respectful to the community.

**SPECIAL PRESENTATIONS**

2. Special Presentations: None

**OTHER AGENDA ITEMS**

If necessary to ensure completion of the following items, the Chairperson may establish time limits for the presentations by individual speakers.

3. Other Agenda Items:
  - a. Approval of Fair Housing For All Childrens Art Exhibition Proposal  
*Recommended Action: Review and Approve*

**STAFF LIAISON REPORT**

4. Staff Liaison Report

**BOARD MEMBER REPORTS**

5. Other brief reports on any meetings, conferences, and/or seminars attended by the Commission members

**ADJOURNMENT**

*Any records relating to an agenda item, received by a majority or more of the Commission less than 72 hours before the meeting, shall be available for inspection online and in the San Rafael Community Center, 618 B St., San Rafael, CA 94901 placed with other agenda-related materials on the table in front of the San Rafael Community Center prior to the meeting. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) or using the California Telecommunications Relay Service by dialing "711", at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request. To request Spanish language interpretation, please submit an online form at <https://www.cityofsanrafael.org/request-for-interpretation/>.*



**Watch on Zoom:**  
<https://tinyurl.com/PARB-05-03-2023>

**Telephone: (669) 444-9171**  
**Meeting ID: 814 5896 7407**

**CALL TO ORDER**

Craig Veramay called the meeting to order at 6:01 p.m.

**ROLL CALL**

**Present:** Member Kovalsky  
Member Merritt  
Member Schauffler  
Member Zhao

**Absent:** Member Sandoval

**Also Present:** Craig Veramay, Assistant Library & Recreation Director  
Becky Ordin, Senior Administrative Assistant  
Debbie Younkin, Senior Recreation Supervisor  
Cristina Farhang, Program Coordinator  
Rich Storek, The Canal Arts  
Oscar Morales, Artist  
Vladimir Cuevas, Artist

**AGENDA AMENDMENTS**

None.

**MINUTES**

**1. Approve regular meeting minutes of October 18, 2022.**

Member Kovalsky moved, and Member Merritt seconded, to approve the meetings minutes of October 18, 2022.

AYES: Members: Kovalsky, Merritt, Schauffler, Zhao  
NOES: Members: None  
ABSENT: Members: Sandoval  
ABSTAINED: Members: None

*Minutes approved as submitted.*

## **OPEN TIME FOR PUBLIC EXPRESSION**

### **Public Comment from the audience regarding items not listed on the agenda**

None

## **SPECIAL PRESENTATIONS**

2. Special Presentations: None

## **OTHER PRESENTATIONS**

3. **Other Agenda Items:**

- a. Mural Proposal

Craig Veramay gave an overview of the public art review process, and the Canal Arts mural proposal.

Mr. Veramay introduced Rich Storek who gave a brief overview of the process they have gone through. Mr. Storek introduced Oscar Morales and Vladimir Cuevas who gave the presentation of the Canal Arts proposed public art mural proposal.

Staff responded to questions from the Board.

Public Comment: Meg Riley provided comment to the board.

Cristina provided comment to the board.

Member Kovalsky moved conditional on the requirements to put vinyl on the windows, and Member Merritt seconded to approve the Canal Arts Mural Proposal.

AYES: Members: Kovalsky, Merritt, Schauffler, Zhao  
NOES: Members: None  
ABSENT: Members: Sandoval  
ABSTAINED: Members: None

*Motion passes.*

b. Overview of Falkirk Cultural Center Programs

Craig Veramay gave a brief overview of the Falkirk Cultural Center. Mr. Veramay introduced Cristina Farhang who presented the Overview of Falkirk Cultural Center Programs.

Staff responded to questions from the Board.

Public Comment: None

Member Merritt moved, and Member Kovalsky seconded to approve the overview of the Falkirk Cultural Center.

AYES: Members: Kovalsky, Merritt, Schauffler, Zhao  
NOES: Members: None  
ABSENT: Members: Sandoval  
ABSTAINED: Members: None

*Motion passes.*

**STAFF LIAISON REPORT**

4. Mr. Veramay shared that the City of San Rafael is partnered with the Downtown San Rafael Arts District. There are five partners and recently there has been a revitalization. The California Arts Council has released some additional funding in grants that will be used for the program.

This Friday, May 5<sup>th</sup> there will be the Friday Art Walk.

Public Comment: None

**BOARD MEMBER REPORTS**

5. Chair Schauffler shared that the Youth in Arts is having a community art event on May 20<sup>th</sup>. There will be student music and dance performances, hands on art workshops, Italian street chalk painting and more.

**ADJOURNMENT**

Mr. Veramay adjourned the meeting at 7:31 p.m.

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BECKY ORDIN, Senior Administrative Assistant

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023

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CATHERINE QUFFA, Library & Recreation Director



**PUBLIC ART REVIEW BOARD  
AGENDA REPORT**

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**July 12, 2023  
Item #3a**

**TITLE: Proposal to install a temporary children’s Art Exhibit at City Hall titled Fair Housing For All.**

**RECOMMENDATION**

That the Public Art Review Board approve the temporary children’s art exhibition titled ‘Fair Housing For All’ in the City Hall stairwell.

**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 (Board). The Board’s responsibilities include providing recommendations to the City Council regarding long-term (greater than one year) public art installations and for approving applications for temporary (one year or less) public art exhibitions.

The Public Art Review Board is responsible for reviewing proposals in alignment with the City’s [Public Art Review Guidelines](#), which were established as part of the Public Art Review Process.

The Public Art Review Board guidelines include:

- Project Readiness
- Qualifications
- Funding
- Community Engagement
- Maintenance
- Design
- Diversity

More detail on the guidelines is provided in the Analysis below.

## DISCUSSION

On May 15, 2023, the City received an initial proposal to exhibit a collection of 3<sup>rd</sup> grade student artwork in the City Hall 2<sup>nd</sup> and 3<sup>rd</sup> floor stairwells. The artists worked with the City to refine their proposal, and a final draft (Attachment 1) was received on June 29, 2023

The exhibit, titled *Fair Housing for All* is an installation of handmade book, posters, and photos of 3<sup>rd</sup> grade students' collaboration with HUD Office of Fair Housing and Equal Opportunity. The exhibition materials were created by third grade students at Laurel Dell Elementary School in San Rafael, who worked with architects from Youth in Arts and mentors from UC Berkeley's Y-PLAN on a series of architecture and planning workshops on the theme Fair Housing for All. Lawyers and investigators from HUD's office of Fair Housing and Equal Opportunity came to their school multiple times during the spring to help them work on this challenge: How can we inform our communities about housing fairness laws that protect people from discrimination based upon —race, color, religion, sex, national origin, familial status, and ability?

Alexis Captanian, Housing Analyst from the City of San Rafael, and two colleagues, also engaged with the children and gave them feedback. Upon completion of the project, City staff asked the artists' if they were interested in displaying some of the work the children created during the residency. The artists proposed showcasing the book, posters, photos of the children at work, and possibly a model featuring the students' responses to the Fair Housing challenge.

Staff recommend approval of the temporary exhibit after reviewing the exhibit following the criteria established in the Public Art Review guidelines. Staff have determined that the proposal is ready for review by the Public Art Review Board.

- **Project Readiness:**
  - Exhibit materials are complete, and the artists have demonstrated a clear installation concept.
  - Artists are willing and ready to sign the City's art license agreement.
- **Qualifications:** Based on information provided in the proposal, the artists appear qualified and capable to complete the proposed scope of work.
- **Funding:** Full funding for this project is provided by Youth In Arts and the UC Links program. The City will not incur any expected financial cost associated with this installation.
- **Community Engagement:** Forty-eight school children in the San Rafael City School (SRCS) district participated in the project. They were supported by mentors from UC Berkeley, as well as lawyers and investigators from HUD's office of Fair Housing and Equal Opportunity. The children displayed their work at Laurel Dell parents' events, and at a public culminating event. A team of six children wrote an OpEd piece that was published by the Marin IJ. Their work was

also featured in a UC Berkeley Center for Cities + Schools blog post, and on the HUD FHEO website.

The student architecture work at Laurel Dell is a part of a larger initiative by Youth in Arts (YIA) throughout SRCS. In partnership, YIA is leading a multi-disciplinary, collective impact arts education program to 7 elementary schools reaching more than 3,100 students across the district. YIA is collaborating with HeadsUp, SRCS's Public Education Foundation, the district leadership, and principals of the district's elementary sites to deliver a 3-year program with commitment to strategically pool resources, plan, and scaffold program offerings, and establish a more robust arts ecosystem. YIA is driving equity and access to arts education while emphasizing transparency, and prioritizing lessening the direct cost to schools.

- **Maintenance:** Staff do not anticipate any significant maintenance requirements associated with this installation. The artists propose that if City staff identify any maintenance needs, we contact the artist to coordinate repair or maintenance.
- **Design:** According to the City's Public Art Review Guidelines: *Works of art will be designed in consideration of the relevance and appropriateness of the work to the context of the site and in alignment with public safety and decency. The artwork will not portray themes that may be interpreted as derogatory as to race, religion, sexual orientation, natural origin, or physical or mental disability. The artwork will not contain content, signage, names, logos, or subject matter that could be construed as advertising or as religious or sexual in nature nor will it promote a political candidate or include political text. Any content considered obscene or indecent by community standards will be denied. The design of the artworks will take into consideration issues associated with public spaces such as security, theft, vandalism, etc. The design of the artworks will consider the specific needs and use patterns of the public space in which they will be located. For example, in parks, works of art will not block critical view corridors or impede public usage of key open space.*
  - Staff believe the proposed design is in alignment with this guideline, and this is an area where the Board's perspective is particularly important and requested.
- **Diversity:** Artists and the City's public art collection should reflect the diversity of San Rafael's community.
  - Staff believe the proposed design is in alignment with this guideline, and this is an area where the Board's perspective is particularly important and requested.

City staff are supportive of efforts to increase public art in our community and are thankful YIA and UC Berkeley's Y-PLAN have worked with the San Rafael Community on this project. If approved, the City would work with the Artists to coordinate installation, and the artwork would be installed for approximately 3-months.



**FISCAL IMPACT**

None

**ALTERNATIVE ACTION**

1. The Board may request modifications or changes to the proposal.
2. The Board may recommend that the proposal not be approved.

Submitted by:

A handwritten signature in black ink, appearing to read 'Craig Veramay', written in a cursive style.

Craig Veramay  
Assistant Library and Recreation Director

Attachments:

1. *Fair Housing For All* Children's Art Exhibit Proposal
2. Draft - Youth In Arts - License Agreement - *Fair Housing For All*

## Application to City of San Rafael Public Art Review Board

### Name of artist and/or proposer team

Shirl Buss, Resident Architect (lead – will sign license agreement if needed)

Team: Youth in Arts, UC Berkeley's Y-PLAN, HUD Office of Fair Housing and Equal Opportunity

### Artist, Artist Team, or Project Manager Resume or Qualifications

Shirl Buss, Ph.D. (see appendix)

### Detailed project description including the following:

#### Proposed concept

Title: *Fair Housing for All*: An installation of handmade book, posters, and photos of 3<sup>rd</sup> grade students' collaboration with HUD Office of Fair Housing and Equal Opportunity

Third grade students at Laurel Dell Elementary School in San Rafael worked with architects from Youth in Arts and mentors from UC Berkeley's Y-PLAN on a series of architecture and planning workshops on the theme Fair Housing for All. Lawyers and investigators from HUD's office of Fair Housing and Equal Opportunity came to their school multiple times during the spring to help them work on this challenge: *How can we inform our communities about housing fairness laws that protect people from discrimination based upon —race, color, religion, sex, national origin, familial status, and ability?* Alexis Captanian, Housing Analyst from the City of San Rafael and two colleagues also engaged with the children and gave them feedback. They asked us to display some of the work the children created during the residency. We propose to showcase the book, posters, photos of the children at work, and possibly a model featuring the students' responses to the Fair Housing challenge.

### Illustrations, drawings, or samples of the proposed artwork





**HUD is the US Department of Housing and Urban Development**

**Did You Know?**  
It is illegal to discriminate in the sale or rental of housing or in other housing-related activities, based on race, color, national origin, religion, sex (including gender identity or sexual orientation), familial status, and disability.

**How is the Law Enforced?**  
HUD's Office of Fair Housing and Equal Opportunity (FHEO) works to eliminate housing discrimination by enforcing fair housing laws and investigating complaints of housing discrimination.

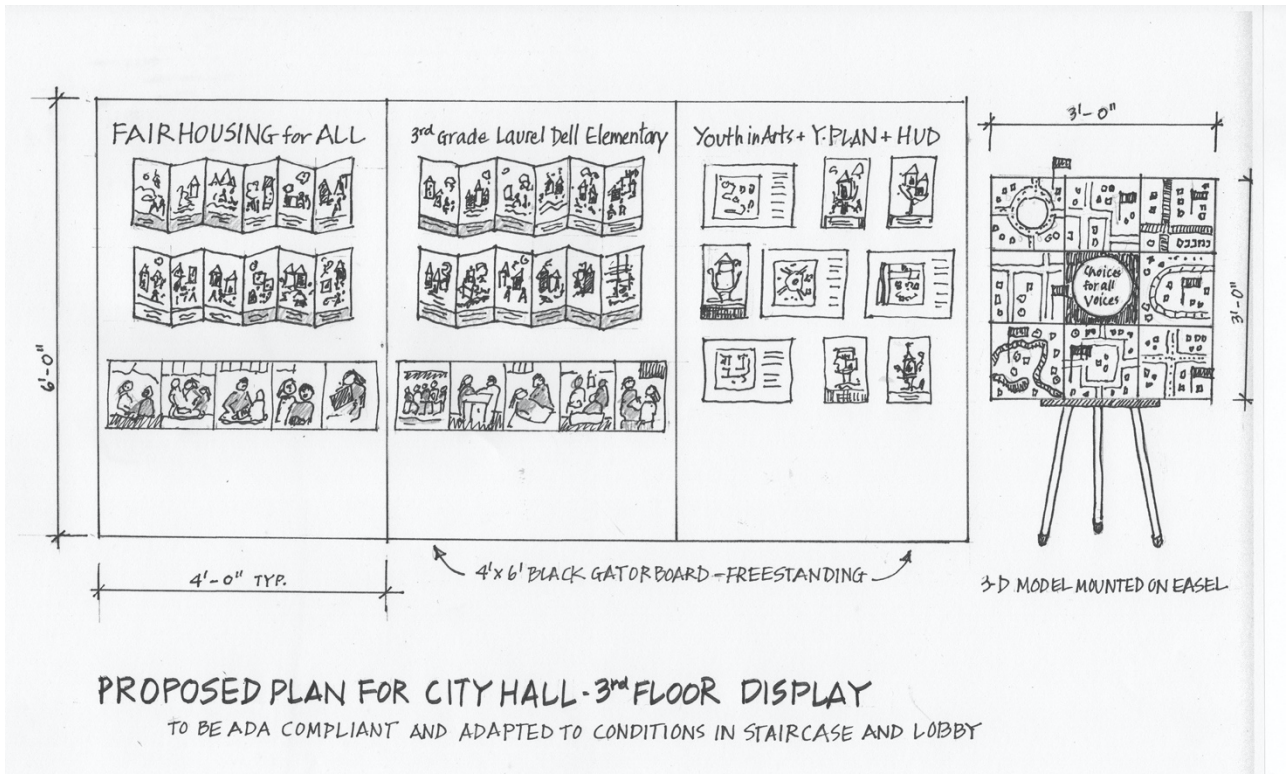
**Who Can Help If You Have Been Discriminated Against?**  
If you believe you have been discriminated against in violation of a federal fair housing law, you can submit a complaint to FHEO in any language by calling 1-800-669-9777 or TTY: 1-800-877-8339



## Proposed Site

3<sup>rd</sup> Floor of City Hall, in the staircase and lobby at the entrance to the Community Development Department. This will be a freestanding exhibit, with artwork mounted on 4' x 6' black gatorboard + model mounted to freestanding easel, as per drawing. It will be mounted along staircase to 3<sup>rd</sup> floor and/or lobby to comply with ADA requirements, and other constraints.

## Proposed Installation Layout



## Timeline for installation

Immediately upon approval  
It will be installed by Shirl Buss and the team from Youth in Arts

## Estimated budget for installation and funding source(s) including:

Artist Stipend, Artist Fee Materials, Installation, Maintenance are being covered by Youth in Arts and UC Links.

## Other project costs (insurance, permits, etc.)

TBD if insurance is required

## Project maintenance details/instructions

When notified by the Planning Department, our team is on call to repair or reinstall any components that fail or are damaged.

**Anticipated life of project**

To be displayed for 2-4 months

**Structural integrity and ADA compliance**

Allowance for ADA viewing heights, proper clearances in pathways of ingress and egress

**Community engagement/support documentation**

Forty-eight school children in SRCS district participated in the project. They were supported by mentors from UC Berkeley, as well as lawyers and investigators from HUD's office of Fair Housing and Equal Opportunity. The children displayed their work at Laurel Dell parents' events, and at a public culminating event. A team of six children wrote an OpEd piece that was published by the Marin IJ. Their work was also featured in a UC Berkeley Center for Cities + Schools blog post, and on the HUD FHEO website.

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**Applicant must agree to the general terms set forth in the City's license agreement, including insurance requirements**

Agreed

## APPENDIX

### **Shirl Buss, Ph.D., Associate AIA**

8 David Court, San Rafael, California 94901 415•297•8766 shirl@LSA-design.com

## EDUCATION

### **Ph.D. Urban Planning, 1994**

University of California, Los Angeles (UCLA)

Graduate School of Architecture and Urban Planning

Dissertation Topic: "Children and the Urban Spatial Environment: Meaning and Action from Young People's Angle of Vision"

### **M.Arch. Architecture, 1989**

University of California, Los Angeles

Graduate School of Architecture and Urban Planning

Honors at Graduation: Alpha Rho Chi Award - Leadership, Service, Merit

Thesis: "Urban Community Development for Single Mothers and Children"

### **M.A. Human Development, 1974**

Pacific Oaks College, Pasadena

Thesis: "Unraveling a Therapeutic Identity: Environmental Milieu Therapy for Children"

### **B.A. Liberal Arts, 1971**

University of California, Los Angeles

Honors: Dean's List, Honors at Graduation, cum laude

## PROFESSIONAL

### **Creative Director, Y-PLAN Elementary 2010-present**

Center for Cities + Schools, Y-PLAN, University of California Berkeley

### **Adjunct Professor 1997 - 2013**

San Francisco State University, School of Design, San Francisco, CA

### **Senior Associate 1998 - present**

Leslie Stone Associates, Exhibit and Environmental Design, San Rafael, CA

### **Program Director, 2001 - 2008      Consultant 2008 - 2016**

Rosie's Girls, Santa Monica, CA

A national program to build self-esteem, physical confidence and leadership skills for 11–13-year-old girls through exploration of trades and non-traditional activities.

### **Architecture Program Director 1994-1998**

American Institute of Architects/LEAP Architects in Schools Program, San Francisco, CA

### **Program Director 1985-1993**

"Building Community: Children's Architecture and Carpentry Program", Santa Monica, CA

An annual participatory community education project using architecture and carpentry as a framework for community organizing, urban problem solving, and creative expression.

## **DEVELOPMENT WORKSHOPS - FACILITATOR**

"Y-PLAN Elementary Demonstration Project + Professional Development Workshop: Healthy Eating + Active Living", Wayne State University, Volunteers and Coaches, Detroit, MI, 2018-19.

"Participatory Pedagogy: Engaging Students in Real World Challenges" Graduate School of Education, Principals Leadership Institute (PLI), Cornerstone Program, Berkeley, CA, Spring 2017, 2018.

"Y-PLAN: A Project-based Learning Institute for Educators and Civic Partners" UC Berkeley Center for Cities + Schools, Berkeley and Oakland, CA, 2009, 2010, 2011.

California Department of Education, School Facilities Planning Division and the UC Berkeley Center for Cities + Schools, Sacramento, CA, 2008.

"Building Schools, Building Communities: The Role of State Policy in California", American Architectural Foundation and UC Berkeley Center for Cities + Schools, Berkeley, CA, 2007.

"Rhythms of the City: Mathematics in Architecture", Co-nect National Project-based Learning Conference, San Francisco, CA, 2001, 2002.

"Youth Leadership for Change, "HOPE VI Public Housing Institutes, Washington, D.C., UC Berkeley, 2001-2004

"Using Architecture to Deepen Curriculum Content", Workshop for MOCHA, Museum of Children's Art, Oakland CA, 2001.

"Teacher's Institute: Architecture as a Catalyst for Learning" Architectural Foundation of San Francisco, California College of Arts and Crafts Center for Art in Public Life, 2001.

"Bringing Math and Science Alive Through Architecture", Arts Education Funders Collaborative Professional Development Workshop, San Francisco Unified School District, 1996, 1997, 1998.

"Design Education in Urban Open Spaces", Design Institute, Cooper-Hewitt National Design Museum, Smithsonian Institution. New York, 1996.

## **HONORS / AWARDS**

AIA Community Alliance Award for Social Impact, San Francisco, CA, 2019

Pamela Levine Arts Education Leadership Award, Youth in Arts, San Rafael, CA 2019

California League of Cities, Helen Putnam Award for Excellence, Rosie's Girls Santa Monica, 2011.

Architecture + Youth Educator Special Honor Award, Architectural Foundation of San Francisco, 2004.

American Institute of Architecture, California Council, "Excellence in Education" Award, 2002.

American Institute of Architects California Council, Presidential Citation, 1999, 1996

*Progressive Architecture*, Annual Award, Applied Research. "Children and the Urban Spatial Environment: Meaning and Action from Young People's Angle of Vision", 1995.

Distinguished Scholar Award, UCLA, 1989-1990.

Women's Architectural League, Overall Excellence, UCLA Graduate School of Architecture and Urban Planning, Los Angeles, 1989.

## **PUBLICATIONS / RESEARCH**

*Planning Cities with Young People and Schools: Forging Justice, Generating Joy*, Deborah McKoy, Amanda Eppley and Shirl Buss, Routledge-Taylor and Francis Group, 2022.

"The Critical Role for Young People and Schools in Resiliency Planning", with Dr. Deborah McKoy and Amanda Eppley, *Community Development Innovation Review: Strategies to Address Climate Change in Low and Moderate Income Communities*, Vol. 14, Issue 1, 2019.

"Urban Planning Projects Can Foster Team Building, New Worldviews", *Education Dive, Deep Dive*, By Lauren Barack, March 6, 2019.

"Young San Rafael Students Tackle Sea Level Rise", *Marin Independent Journal*, July 13, 2018.

"Engaging Students in Transforming Their Built Environment Via Y-PLAN: Lessons from Richmond", California by Deborah McKoy, PhD, Jessie Stewart, and Shirl Buss PhD, *Children, Youth and Environments* Vol. 25, No. 2, Child-Friendly Cities: Critical Approaches (2015), pp. 229-244.

"Blueprints for Hope: Engaging Children as Critical Actors in Urban Place Making", by Deborah McKoy, Shirl Buss and Jessie Stewart, *Early Childhood Matters*, November 2014.

*Built Environment Education Program: A Handbook for Teachers and Architects*

Published by the California Architectural Foundation, <http://cafsite.aiacc.org/wp-content/uploads/2011/11/BEEPHandbook.pdf> 1999 - Present

"Igniting Young Hearts and Minds" *IDO: Industrial Design Outreach Quarterly*, San Francisco State University, January 2010.

"Rosie's Girls: Shirl Buss", Kate Svoboda-Spanblock, Association of Women in Architecture Online Journal, Summer 2008.

"Rosie's Girls Show What Girl Power is About", by Kingsley Hammett, in *Designer/Builder*, July-August 2007.

"Children and Architecture: An Interview with Shirl Buss, Associate AIA" *arcCA Architecture California*, Journal of the American Institute of Architects (AIA) California Council, 02.2.

"Urban Exchange: What Children Can Learn from the City, What the City Can Learn From Children" *San Francisco Planning and Urban Research Association Report*, September, 2000.

"Magnificent Mathematics at the Golden Gate Bridge" *Resources*, American Planning Association, Vol.11, No.2, Summer 2000.

*Towers and Trusses: The Math and Science of the Golden Gate Bridge* Published by the Bay Area Discovery Museum, Sausalito, CA, 2000.

"Case Study: Architects in Schools Program" *Youth Planning Charrettes: A Manual for Planners, Teachers and Youth Advocates* Bruce Race and Carolyn Torma, American Planning Association, 1998.

"Urban Los Angeles from Children's Perspectives" *The Harvard Architecture Review 10: CIVITAS/What is City?* Fall 1998.



## LICENSE AGREEMENT

### FOR USE OF PUBLIC PROPERTY FOR DISPLAY OF ARTWORK (*Fair Housing For All*)

**THIS LICENSE AGREEMENT** (“License Agreement”) is made and entered into as of the 12<sup>th</sup> day of July, 2023, by and between the City of San Rafael, a California Charter City (“City”) and Youth In Arts (“Licensee”).

#### RECITALS

A. Licensee (or “Artist”) is a business entity, that builds visual and performing arts skills through innovative and in-depth programs designed to foster confidence, compassion and resilience in students of all abilities. Youth In Arts develops capacity among educators and teaching artists, advocate for equitable access to arts education, and offers opportunities for youth to share their creative voices.

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**, on public property owned, controlled or managed by the City; and

C. **On** July 12, 2023, pursuant to San Rafael Municipal Code (“SRMC”) Section 14.25.040 and the City’s Public Art Review Guidelines, the City’s Public Art Review Board approved Licensee’s Artworks proposal, as designated in **Exhibit A**; and

D. 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.

**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 [REDACTED] to [REDACTED].

The City and Licensee may decide to extend the timeframe for the Artworks to be displayed or the Artworks may be purchased, donated, removed, or moved. Any such extension of the Term or amendment to this License Agreement shall be subject to written agreement between the City and Licensee.

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.

(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, pursuant to Section 9.

9. Termination or Surrender; Restoration. On or before expiration of the Term of this License Agreement, or upon termination pursuant to Section 8 of this License Agreement, Licensee, at its sole cost and expense, shall safely remove all Artworks, fully restore the Premises to their original condition, and cease any further use of the Premises as provided herein and as designated in **Exhibit C**. Should Licensee not remove Artworks and 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. If Licensee fails to provide current contact information for notices pursuant to Section 15, or the City after reasonably diligent effort is unable to locate Licensee for the purpose of giving notice of termination and removal, the City shall have the right to have the Artwork removed and relocated, conveyed, or disposed of in any manner the City determines to be suitable. 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.

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.

This 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.

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."

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:                      

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.]

**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: \_\_\_\_\_  
City Manager

**LICENSEE:**

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

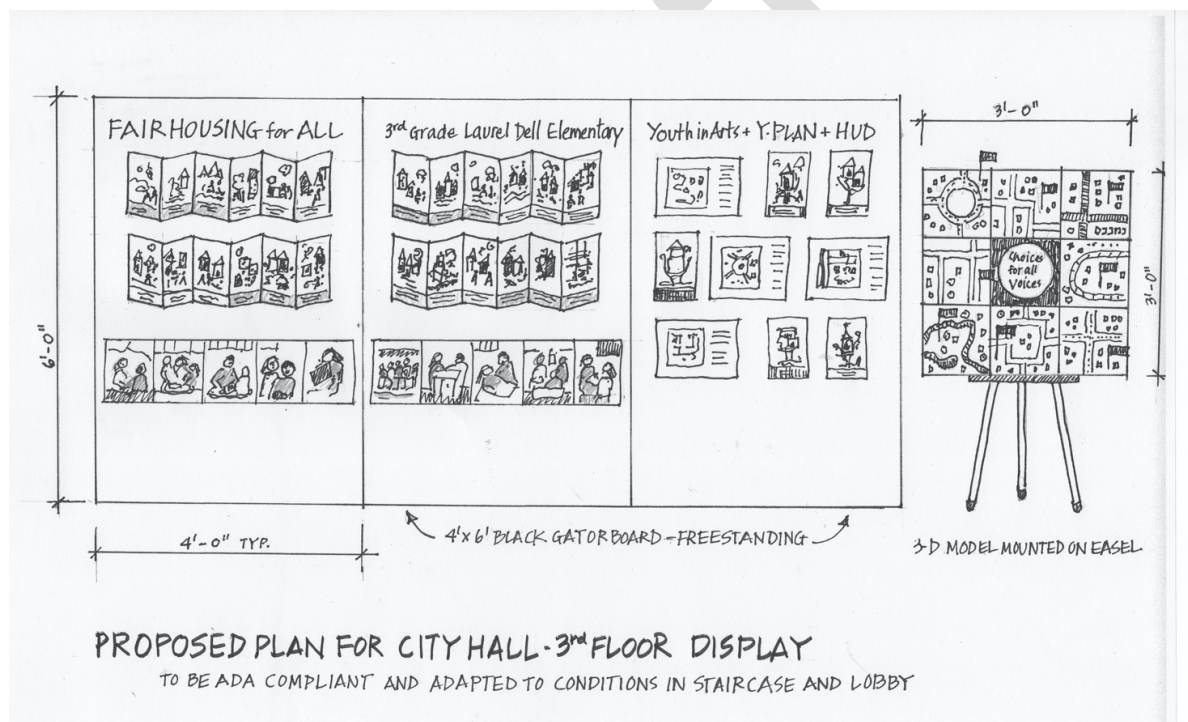
**EXHIBITS:**

- Exhibit A**      **Approved Artworks**
- Exhibit B**      **Premises**
- Exhibit C**      **Artwork Decommissioning and Premises Restoration Plan**
- Exhibit D**      **Artist's Release and Waiver**

## EXHIBIT A APPROVED ARTWORKS

This will be a freestanding exhibit, with artwork mounted on 4' x 6' black gatorboard + model mounted to freestanding easel, as per drawing. It will be mounted along staircase to 3rd floor and/or lobby to comply with ADA requirements, and other constraints. The installation will be comprised of books, posters, photographs of the children at work, and possibly a model featuring the students' responses to the Fair Housing challenge.

Final artworks will be installed based upon field installation constraints. The approved installation proposal, and examples of representative artwork and text are included below:





## HUD is the US Department of Housing and Urban Development

### Did You Know?

It is illegal to discriminate in the sale or rental of housing or in other housing-related activities, based on race, color, national origin, religion, sex (including gender identity or sexual orientation), familial status, and disability.

### How is the Law Enforced?

HUD's Office of Fair Housing and Equal Opportunity (FHEO) works to eliminate housing discrimination by enforcing fair housing laws and investigating complaints of housing discrimination.

### Who Can Help If You Have Been Discriminated Against?

If you believe you have been discriminated against in violation of a federal fair housing law, you can submit a complaint to FHEO in any language by calling 1-800-669-9777 or TTY: 1-800-877-8339



**EXHIBIT B  
PREMISES**

The Exhibit will be installed in the 2<sup>nd</sup>/3<sup>rd</sup> Floor Stairwell, inside the San Rafael City Hall Building, and in the lobby entrance to the Community Development Department on the 3<sup>rd</sup> Floor. The building address is 1400 Fifth Ave, San Rafael, CA 94901.

**EXHIBIT C  
ARTWORK DECOMMISSIONING AND PREMISES  
RESTORATION PLAN**

Upon completion of the term, Artist's will coordinate a mutually agreeable date for removal of the Exhibit with City Staff. Decommissioning is expected to take less than one day, and Artists will repair and restore any damage caused by the artwork, restoring the premises to their as-was condition.

**EXHIBIT D  
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.

**ARTIST**

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

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

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

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

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



**SAN RAFAEL**  
THE CITY WITH A MISSION

## MEMORANDUM

**Date:** July 12, 2023  
**To:** Public Art Review Board Members  
**From:** Craig Veramay, Assistant Library & Recreation Director  
**Subject:** Staff Liaison Report and Schedule of Upcoming Meetings and Events of Interest

### Upcoming Meetings and Events of Interest

Date	Time	Meeting/Event	Location
1 <sup>st</sup> and 3 <sup>rd</sup> Monday each month	7pm	City Council Meetings	City Council Chambers
Thursdays through 8/31	5:30pm- 8:30pm	<a href="#">San Rafael Summer Market</a>	Downtown San Rafael
2 <sup>nd</sup> Friday each month through October	6pm-10pm	<a href="#">2<sup>nd</sup> Fridays Dining Under the Lights</a>	Downtown San Rafael
2 <sup>nd</sup> Friday each month	5pm-8pm	<a href="#">2<sup>nd</sup> Friday Art Walk</a>	Downtown San Rafael
Thu/Fri through September	6pm-10pm	<a href="#">West End Block Party</a>	F-G St, West End
August 25	15 min after sunset	Movie In The Park – Puss In Boots The Last Wish	Gerstle Park
September 8	15 min after sunset	Movie In The Park - Vivo	Peacock Gap Park
Sept 17 <sup>th</sup>	12pm- 5pm	<a href="#">San Rafael PorchFest</a>	Gerstle Park Neighborhood
September 22	15 min after sunset	Movie In The Park – The Super Mario Brothers	Pickleweed Park
Sept 23	9am- 12pm	<a href="#">Coastal Cleanup Day</a>	TBD
Sept. 30	2pm-6pm	<a href="#">Hops &amp; Vines Stroll</a>	Downtown San Rafael
October 8	15 min after sunset	Movie In The Park – Monsters University	Terra Linda Park
October 8	1pm-5pm	<a href="#">West End Culture Crawl</a>	Downtown San Rafael

## Staff Liaison Report

Since our last meeting, there have been several updates that I would like to share with the Public Art Review Board:

- The Canal Arts Mural Proposal:
  - Since PARB approval in May, the City is awaiting a final design proposal from The Canal Arts, as well as a letter of support from the Federated Indians of Graton Rancheria. Additionally, our Department of Public Works identified water intrusion damage to the wall where the mural is proposed. We are assessing required repair work, so the project is on pause. Once these items are resolved, we will route the proposal to City Council for review.
- Falkirk Art Exhibits review process:
  - Falkirk Staff are in the process of developing a Request For Proposal (RFP) and expect to release that RFP in the coming months. Staff plan to bring proposals to the Public Art Review Board for review at their next regularly scheduled meeting in October 2023.
- Downtown San Rafael Art District (DSRAD) / California Art Council Grant Award
  - The California Arts Council awarded the DSRAD a one-time ~\$670,000 grant award for a three-year term. The City is a partner agency of the DSRAD and is acting as the Fiscal Agent for the grant award. The partnership has received the grant funding and is in the process of assessing next steps to begin working on the scope of work identified in the Grant.
- Catalog of suitable locations for Public Art
  - The City is starting to assess and catalog suitable locations for public art installations to better inform future proposals. This will include both indoor and outdoor spaces and will be a living document. This may help inform future Requests for Proposal processes or other City led efforts to encourage more public art proposals in the future.

Submitted by:



Craig Veramay  
Assistant Library and Recreation Director