



## ARTS COMMITTEE

City Hall Council Chambers  
1000 San Pablo Avenue, Albany, CA

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### AGENDA

Monday, February 11, 2019 - 7 PM  
Albany City Hall – 1000 San Pablo Avenue

1. **CALL TO ORDER / ROLL CALL**
2. **APPROVAL OF MINUTES:** December Meeting
3. **PUBLIC COMMENT**  
For persons desiring to address the Commission/Committee/Board on an item that is not on the agenda please note that each speaker is limited up to three (3) minutes. The Brown Act limits the Committee's ability to take and/or discuss items that are not on the agenda; therefore, such items are normally referred to staff for comment or to a future agenda.
4. **ANNOUNCEMENTS**  
Staff and Committee member announcements, reports and updates of status of previous agenda items.
5. **PRESENTATIONS**
6. **DISCUSSION & POSSIBLE ACTION ON MATTERS RELATED TO THE FOLLOWING ITEMS:**
  - 6-1. **Creek Art** – Staff will provide an update on the Creek Art project.  
  
*Attachments:* Creek Art project timeline (2016-present)  
  
*Recommendation:* Receive information and make a motion to discontinue project and release funds from Art in Public Places Fund and Measure WW.
  - 6-2. **Public Art Projects Plan (PAPP) and Work Plan** – Committee will review 2017-2019 PAPP and Work Plan  
  
*Attachments:* 2017-2019 PAPP and Work Plan, City Council's Strategic Plan  
  
*Recommendation:* Receive information and discuss.
  - 6-3. **Poet Laureate** – Member Goodman will provide an update on the Poet Laureate program
    - a. **Contract** – Committee will discuss current Poet Laureate contract for Rebecca Black and vote on whether to extend it.  
  
*Attachment:* Poet Laureate contract (2016-2018)



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**Recommendation:** Receive information and make a motion to extend Rebecca Black's contract for two years.

### **b. Annual Stipend**

**Recommendation:** Receive information and make a motion to approve Member Goodman applying for an annual stipend (\$750) from the Albany Community Foundation.

- 6-4. Albany FilmFest** - Member Goodman will provide an update on the Albany FilmFest.

**Recommendation:** Information only

- 6-5. Fall into Haiku** – Member Goodman will provide an update on the Fall into Haiku program and discuss options for program funding.

**Recommendation:** Receive information and make a motion to approve Rebecca Black applying for a grant (\$850) from the Albany Community Foundation for the 2019 Fall into Haiku program.

- 6-6. Sculpture Loan Program** – Members Goodman and Holland will provide an update on the Sculpture Loan Program.

**Recommendation:** Receive information and discuss.

- 6-7. Albany Community Center Foyer Gallery** – Member Black will update the Committee on the Community Center Foyer Gallery

**Recommendation:** Information only

- 6-8. Election of Officers:** Committee will nominate and elect a Chair and Vice-Chair.

**Recommended Action:** Elect Chair and Vice-Chair for 2019

### **7. FUTURE AGENDA ITEMS**

Committee members announce requests for future agenda items. No public comment will be taken on announcement of future agenda items.

- 8. NEXT MEETING:** March 11, 2019 at 7 pm, Albany City Hall, 1000 San Pablo Avenue.



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### 9. ADJOURNMENT

As a general policy, the Commission/Committee/Board will not begin discussion or consideration of an agenda item after 10:00 pm.

The Arts Committee agenda is available for public inspection at City Hall, the Albany Community Center, and the Albany Senior Center. The agenda and supporting staff reports can also be found online at: [www.albanyca.org](http://www.albanyca.org). If you have any questions pertaining to any agenda item or Council meeting procedure, please contact the City Clerk's Office at 528-5710.

Agenda related writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the lobby of City Hall.

Council and Commission meetings are broadcast live on KALB and streamed live on the City website and YouTube. Committee meeting audio is recorded and uploaded to the City website and YouTube and within one week of each public meeting. Archives of past City meetings are available on the City website and YouTube. Please note that if you provide your name and address when speaking before the City Council it will become part of the official public record, which will be posted on the Internet and broadcast on KALB.

The City of Albany is dedicated to maintaining its small-town ambience, responding to the needs of a diverse community, and providing a safe, healthy and sustainable environment.

### NOTICE

Pursuant to Government Code Section 65009, if you challenge a decision of the Commission in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

The decision of the City Council is final as of the date of its decision unless judicial review is initiated pursuant to California Code of Civil Procedure Section 1094.5. Any such petition for judicial review is subject to the provisions of California Code of Civil Procedure 1094.6.

In compliance with the Americans with Disabilities Act (ADA), and State Law, if you need special assistance to participate in this meeting, please contact the City Administration Office 510-528-5710. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102.104 ADA Title II)". Upon request, we will provide written agenda materials in appropriate alternate formats, of disability related modification or accommodation, including auxiliary aids or services to enable individuals with disabilities to participate in public meetings. Please deliver a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two (2) days before the meeting. Request should be sent to: [cityclerk@albanyca.org](mailto:cityclerk@albanyca.org) or City Clerk, 1000 San Pablo Avenue, Albany, CA 94706.



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### MINUTES

Monday, December 10, 2018 - 7 PM  
Albany City Hall – 1000 San Pablo Avenue

1. **CALL TO ORDER / ROLL CALL** – 7:02 pm

**Present:** Chair Daly, Members Goodman, Moffat, Schneider, Komaromi and Holland  
**Absent:** Member Black

2. **APPROVAL OF MINUTES:** November Meeting

**Motion:** A motion was made by Member Komaromi and seconded by Member Moffat to approve the November 2018 meeting action minutes.

**Ayes:** Chair Daly, Members Goodman, Moffat, Schneider, Komaromi and Holland

**Noes:** None

**Abstain:** None

The motion carries and so ordered.

3. **PUBLIC COMMENT**

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4. **ANNOUNCEMENTS**

Staff and Committee member announcements, reports and updates of status of previous agenda items.

5. **PRESENTATIONS**

6. **DISCUSSION & POSSIBLE ACTION ON MATTERS RELATED TO THE FOLLOWING ITEMS:**

6-1. **Defining Public Art Under the Public Art Master Plan and Art in Public Places**

**Ordinance** – The Committee discussed how the Art in Public Places Fund can be spent under the Art in Public Places Ordinance.

6-2. **Grants** – The Committee discussed its role with respect to arts-related grants.



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- 6-3. **Sculpture Loan Program** – Member Holland provided an update on the Sculpture Loan Program.
- 6-4. **Albany Community Center Foyer Gallery** – Staff updated the Committee on the Community Center Foyer Gallery
- 6-5. **Fall into Haiku** – Member Goodman provided an update on the Fall into Haiku program.
- 6-6. **Albany FilmFest** - Member Goodman provided an update on the Albany FilmFest.
7. **FUTURE AGENDA ITEMS** – Community Center Foyer Gallery, Review PAPP & Work Plan, Toyota, Sculpture Loan, Film Festival
8. **NEXT MEETING:** January 14, 2019 at 7 pm, Albany City Hall, 1000 San Pablo Avenue.
9. **ADJOURNMENT**

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### NOTICE



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## Creek Art Timeline – Studio 3

April 4, 2016	Council approved the Arts Committee's first Public Art Projects Plan (PAPP) which included Public Art installations as part of the Ohlone Greenway Improvement plan. One of the public art opportunities was the demarcation of creeks on the greenway.
June 23, 2016	Call for Artist was released with a deadline of September 22, 2016. A 9-member selection panel consisting of residents and professionals with relevant backgrounds were assigned to review the submissions.
December 9, 2016	The selection panel recommended Studio 3's Creek Art to the Arts Committee.
February 12, 2017	The Albany Arts Committee selected the Creek Art from Studio 3.
April – June, 2017	Upon selection by the Arts Committee, the artist created a 3-dimensional model of the proposed project that was put on display at the Albany Community Center. Comment cards and an online form were available for the public to use to share thoughts and opinions about the proposed public art pieces. Over 300 comments cards were received.
February 22, 2018	Traffic and Safety Commission Meeting – artist presented concept designs and answered questions in regards to materials, construction and general safety.
September 17, 2018	Arts Committee Meeting – artist was not present so the agenda item was moved to the October meeting.
October 8, 2018	Arts Committee Meeting – artist presented concept designs, answered questions in regards to materials, construction and general safety and requested additional funds for materials.
November 27, 2018	Phone conversation with Public Works Director, Transportation Manager, artist and Senior Recreation Supervisor to discuss construction safety plan and general project details.
January 4, 2019	Artist did not meet deadline to submit final construction safety plan to staff for review.



## CITY OF ALBANY Albany Arts Committee

### 2017 - 2019 Work Plan

Approved by the Albany Arts Committee: March 13, 2017

Approved by the City Council: April 17, 2017

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### Background

The following work plan identifies recent accomplishments and priority work items for the upcoming work plan period. The work plan includes items identified as priority projects within the City Council's Strategic Plan. The Albany Arts Committee shall review the work plan each year in January to identify accomplishments and ensure continued focus on completing work plan items. Work plans are presented to the Council every two years, and if a change is needed to the work plan outside of that schedule, the Albany Arts Committee shall submit a "Request for Amendment to Advisory Body Work Plan" Form for review by the City Council.

### Albany Arts Committee Purpose

Advises the City Council on cultural and artistic activities within the City and sponsors arts programs and activities, as well as fundraising events to support these programs.

### Recent Initiatives and Accomplishments

- **Community Center Foyer Art Gallery:** The Committee had eight successful shows in 2015-2016.
  - 2015 Barbra Rogers: New and Repurposed: The Abstract Image in Print; Judith Proller: Reflections; Karen Klier: East Bay Diaries; Susan Adame: Reflection.
  - 2016 Susan Joyal: Imagine Horizons; Elizabeth Lyon: Ink, Paper, Wood; Teddy Milder: Inconstraint/Unconstrained; Fumiyo Yoshikawa, The Art of Sumi-e
- **New Poet Laureate:** The Committee selected Rebecca Black as the City's third Albany Poet Laureate and the first Poet Laureate since 2013.
- **Public Art Projects Program, PAPP:** The Committee created a Public Arts Project Plan that maps out 2 years of potential projects, funding and priority locations.
- **Arts and Green Festival:** Members Daly and Linden served on the Arts and Green Festival Sub-committee, critical in the planning and facilitation of the event.
- **Albany FilmFest 2015 & 2016:** Members Goodman and Ellis-Dickson served on the Film Festival Sub-Committee. The event has grown and was held at the Albany Twin theater.
- **Mural Promotion; Ohlone Greenway:** The Committee made contact with and helped promote a local artist responsible for the new murals along the Ohlone Greenway.
- **Ohlone Greenway Public Art:** The Committee created a call for artists, appointed community members to a selection panel, and selected two designers for two public art projects along the Ohlone Greenway: Albany Loop by Ground Works and Creek Art by Studio 3.
- **Full Committee:** The Arts Committee has had a full roster (7 seats) since June 2016.



- **UC Village Development Public Art:** The Committee recommended changes and approved a public art piece at Sprouts Farmers Market in the UC Village Development: Anemone by Future Cities Lab.

## **2017-2019 Policy Review and Initiatives**

- **Public Art Projects Plan 2016-2018** (Council approved 4/4/2016)
  - Ohlone Greenway Public Art Projects (Creek Art & San Gabriel/Portland)
  - Sculpture Loan
  - Community Projects
  - Fall into Haiku
- **Seek Collaboration with Economic Development Committee on the following projects**
  - Murals on Solano & San Pablo (primarily) and elsewhere as opportunities arise
  - Live music on Solano
  - Identify dedicated space for performing arts/events in the commercial district
  - Research feasibility of art displayed on electrical boxes and other public facilities in Albany
  - Seek other collaborations as they arise
- **Albany Community Center Foyer Art Gallery Exhibits**
  - Deborah Schilling: January – March 2017
  - Deborah Harris: March – June 2017
  - Zorah Kalinkowitz: June – August 2017
  - Dorothy Brown: August – October 2017
  - Eve Steccati: October 2017– January 2018
- **Albany Poet Laureate**
  - Assist the poet laureate in fulfilling her duties
- **Art on Albany Bulb**
  - Consult with stakeholders, planners, and the public on how art and art activities can be integrated into the Bulb
- **Public Art Registry**
  - Redesign and refocus the content and purpose of the online registry to provide more information and better access to artists living and working in Albany
- **Albany FilmFest**
  - Help organize the festival, screen films, provide design and production services, community outreach
- **Albany Arts and Green Festival**
  - Oversee the arts component by attracting artists and craftspeople and setting up exhibit space
- **City-wide Arts Promotion**
  - Increase visibility and awareness of the arts in Albany.
- **Update Local Artist Listing**
  - Include performing arts

The items included in the 2017 – 2019 Policy Review and Initiatives support Council Strategic Goals of: Promote Business Vitality and Advance Economic Development and the Arts (4.2.A & 4.2.B).

## Albany Arts Committee

### Public Art Projects Plan 2016-2019 (until June 30, 2019)

Presented to the City Council January 8, 2018

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<b>CITY PROJECTS</b>	<b>ART IN PUBLIC PLACES FUND RECOMMENDATION</b>	<b>COMMENTS/DECISIONS</b>
<b>Ohlone Greenway Art</b>	<b>\$32,500.00</b>	Leverage Art in Public Places Funds with Measure WW Funds
○ Creek Art	\$7,500.00	Measure WW match: \$7,500 for a total of \$15,000
○ Play Sculpture at San Gabriel	\$25,000.00	Measure WW match: \$15,000 for a total of \$40,000
<b>Sculpture Loan Program</b>	<b>\$5,600.00</b>	Launch new program. Cost of 3 cement pads, stipends and plaques.
<b>Public Works Maintenance Center</b>	<b>0</b>	Recommend that \$30,000 be placed in the Art in Public Places fund to be used for future public art projects at more prominent locations
<b>TOTAL CITY PROJECTS</b>	<b>\$38,100.00</b>	

<b>OTHER PROJECTS</b>	<b>ART IN PUBLIC PLACES FUND RECOMMENDATION</b>	<b>COMMENTS/DECISIONS</b>
<b>Community Projects "Set Aside Funds"</b>	Not to exceed \$14,000.00	Up to 20% of total funds in APP as of 1/1/2016
<b>Fall into Haiku</b>	\$2,250.00	Implementation in Fall 2016, Fall 2017, Fall 2018
<b>TOTAL OTHER PROJECTS</b>	<b>\$16,250.00</b>	

<b>GRAND TOTAL ALL PROJECTS</b>	<b>\$54,350.00</b>	Recommendation made by Arts Committee on 3/14/2016, revised 10/9/2017
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# City of Albany Recreation & Community Services

## Agreement for Services

This Agreement is made and entered into this SEPT 16, 2016 by and between the City of Albany, a municipal corporation in Alameda County, California, hereinafter referred to as "City", and REBECCA BLACK whose address is 704 CARMEL AVE. ALBANY, CA 94706 and telephone number is 415.517.6728, hereinafter referred to as "Poet".

### WITNESSETH:

WHEREAS, the City has established a Poet Laureate program through the Recreation and Community Services Department of the City of Albany;

WHEREAS, the Poet represents himself/herself as qualified to serve as Poet Laureate in conjunction with programs that are sponsored through the City of Albany; and

WHEREAS, the City and Poet wish to enter into an agreement that will make programs available to the citizens of Albany and the general public.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and conditions contained herein, the City and Poet agree as follows:

### 1. DUTIES

Poet will provide the following services to City:

- a. Publicly present to the City at least 3 new poems per year for public occasions of Poet's choice (such as Arbor Day, Memorial Day Services, July 4th).
- b. Hold at least one free public youth poetry event per year, which may include workshops during or after school, poetry slams, or readings.
- c. Offer a public reading of your work and (if you so desire), that of other poets. This may be at the Albany Library or another designated venue.
- d. Poet will participate in other activities that promote poetry throughout the community.
- e. Within 30 days of the termination of this Agreement, Poet will provide City with a Written Report of not less than 500 words on his/her experience of the Poet Laureate program and how it might be changed or improved, for the benefit of subsequent Poets Laureate.
- f. Poet will participate in the planning of events during his/her term so that these events make the best use of his/her talents and interests.

All activities related to the duties of Poet shall be at the direction of the Albany Arts Committee, which may revise the specified duties of Poet without notice and for any reason.

**2. TERM**

The term of this Agreement shall be two years, with an option for renewal, beginning on the date of execution of this Agreement and terminating on SEPT 18, 2018, subject, however, to early termination pursuant to Paragraph 8.

**3. COMPENSATION**

The Poet Laureate program is an honorary position. The City may at its discretion compensate the Poet with donations to the Poet Laureate program received by the City. Determination of whether the Poet will be compensated will be made by the City at the beginning of each year of the Poet's tenure. *See Exhibit A - Compensation.*

**4. CONTENT**

1. Each poem submitted will be in written form in the English language and will be at least 10 words in length.
2. Poet will not submit work that has been previously published.
3. Poet will create works suitable for public display and performance. The City Council and the Albany Arts Committee reserve the right to refuse any submission on grounds of language, subject matter, taste, quality, and appropriateness to the occasion, or, in the opinion of legal counsel, risk of legal exposure. Poet shall always be consulted and given the opportunity to respond before any decision to refuse a submission is made.

**5. WARRANTY**

Poet warrants that Poet is qualified by workplace or residence to serve as Poet Laureate and that all work created under the terms of this Agreement will be Poet's own original work and will not violate any copyright or publication agreement or be libelous, obscene, or offensive.

**6. STANDARD OF PERFORMANCE.**

Poet has represented and agreed to perform his/her services in a standard of care and skill ordinarily exercised by members of his/her profession or field of interest under similar circumstances. It is understood and agreed that Poet has the professional skills, experience, and knowledge necessary to perform the duties agreed to be performed under this Agreement, that City relies upon the representation of Poet to do and perform Poet's work in a skillful and professional manner, and Poet has agreed to so perform the work.

Poet, in undertaking the responsibilities contemplated hereunder, shall abide by all laws, city ordinances, general rules, and regulations related to the activities contemplated hereby, as well as all policies and procedures applicable to the programs offered through City.

**7. COPYRIGHT AND REPRODUCTION RIGHTS**

1. Poet will retain copyright to all works produced for the Poet Laureate program ("Poet's Work"), subject to authority granted herein.
2. During the term of this Agreement, City has the nonexclusive right to reproduce Poet's Work online and in electronic form; to have it printed in newspapers, periodicals, anthologies, books, and other media; and to publicly display it on posters and other visual media within City limits.

3. After expiration of this Agreement, City may without exclusion display, publish, distribute, and archive Poet's Work online and in printed materials and other visual media produced by City and not for sale or commercial distribution.
4. During and after expiration of the term of Poet, City may use or anthologize Poet's Work for fundraising purposes to benefit the Poet Laureate program, provided that Poet is notified of such usage.
5. In no case may City grant usage rights of Poet's Work to third parties, except as stipulated above, without the written permission of Poet or the current rightsholder.

#### **8. TERMINATION**

City shall have a right, upon 30 days' notice, to terminate this Agreement or suspend work for any reason before the end of the program upon notice to Poet. Poet agrees to cease all work under this Agreement upon receipt of said notice. Such reasons for termination by City include, but are not limited to:

- a. Failure of the Poet to perform as promised in the manner represented.
- b. Submission by the Poet of any work that is not original.
- c. Refusal of the poet to withdraw and submit a replacement for any work finally judged unacceptable according to paragraph 3 in "Content," above.
- d. Failure by Poet to abide by policies and procedures, or other rules, laws, or regulations.
- e. Poet's failure to maintain a residence or place of work within the City.
- f. Determination by City that it wishes to terminate this contract.

#### **9. SUPPLIES AND SERVICES**

Poet shall provide his/her own personal tools, supplies, and equipment at his/her own cost, and shall coordinate all media activities with the Albany Recreation and Community Services Department.

#### **10. STATUS**

Poet, in the performance of the obligations set forth in this Agreement, is an independent contractor and shall not be considered to be an employee of City for any purpose. Further, no partnership is intended or exists in regard to this Agreement. All persons working for or under the direction of Poet are Poet's agents, servants, and employees and are not agents, servants, or employees of City.

City will not obtain unemployment insurance for Poet, and Poet understands and agrees City is not responsible for any liability coverage for Poet.

Poet is responsible for reporting and paying all taxes and insurance on monies received as a result of this Agreement.

#### **11. INDEMNITY**

Poet, in the performance of his/her services under this Agreement, shall indemnify, defend, and hold harmless City, its directors, officers, employees, or agents from any claim, loss, injury, damage, and expense or liability that may arise or result from Poet's performance under this Agreement, or from any acts or omissions by any persons employed by or who are agents of Poet, except for any loss, injury, or damage caused by the sole negligence or willful misconduct of personnel of employed City.

Compliance with Applicable Laws. Poet understands and agrees to maintain a drug-free workplace. Further, no discrimination shall be made by Poet in the employment of persons that may work under this Agreement because of race, color, national origin, ancestry, sex, sexual preference, physical condition, or religion of such person. Poet represents and attests that he/she has never been convicted of a crime, including military offenses, other than minor traffic offenses, which result in a conviction and/or imprisonment. (This information does not necessary disqualify Poet from consideration. Details must be provided on a separate sheet of paper.) Further, Poet agrees to cooperate with City and to provide fingerprints to City so City can screen Poet for his/her criminal background by requesting from the Department of Justice records of all convictions and arrests pending adjudication involving those specified offenses.

## **12. CLAIMS FOR BREACH OF AGREEMENT**

If Poet claims City is in violation of the Agreement, Poet understands and agrees to be obligated to file a claim with City in compliance with City's claims statutes. Further, should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty days of a request. A mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name for mediators by either the American Arbitration Association, the California State Board of Mediation and Facilitation, or other agreed upon service.

The cost of mediation shall be born equally by the parties. Neither party shall be deemed the prevailing party and no party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a mediator, shall last until an agreement is reach by the parties, but not more than sixty days, unless the maximum time is extended by the parties.

Poet shall testify, at City's request if litigation if brought against City by a third party in connection with Poet's services under this Agreement; City shall not be obligated to compensate Poet for preparation of testimony and travel to and from any depositions or court appearances.

## **13. ASSIGNMENT**

Poet shall not assign this Agreement, or any part thereof, or any right of the Agreement hereunder.

## **14. NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

City	City of Albany Recreation and Community Services 1000 San Pablo Avenue Albany, CA 94706
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Poet	REBECCA BLACK 704 CARMEL AVE. ALBANY, CA 94706
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**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and modification hereof shall not be effective unless and until modification is evidenced by a written amendment signed by both parties to the Agreement.

**16. WAIVER**

In the event that either City or Poet shall at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition, or obligation.

IN WITNESS WHEREOF, City and Poet have executed this Agreement as of the date first above written.

**CITY OF ALBANY:**

**POET:**

By: Nick Rgn 2/6/18

By: Rebecca Black

Print Name: Nicole Almaguer

Print Name: REBECCA BLACK

Title: City Manager

# **City of Albany Recreation & Community Services**

## **Exhibit A: Compensation**

Compensation for the Poet Laureate is contingent on outside funds being secured by local organizations that include but are not limited to the Albany Community Foundation and Friends of Albany Library.

For the terms of this agreement, funds in the amount of \$1,500, have been donated by the Albany Community Foundation.