



# County of Santa Cruz

0535

## PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(631) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

May 24, 2000

AGENDA: June 13, 2000

### BOARD OF SUPERVISORS

County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

SUBJECT: Anna Jean Cummings Park Art Project

Dear Members of the Board:

As your Board knows the Redevelopment Agency, in cooperation with the Parks Department, is anticipating construction of the Anna Jean Cummings Park in Soquel during the summer of 2000. In August 1998, your Board approved the Anna Jean Cummings Park Master Plan which included a public art component.

In December 1998 the Arts Commission formed an Art Selection Panel (Panel) for this project based upon the guidelines previously approved by your Board. The members of the Panel were: Barbara Beerstein, David Myers, Gayle Ortiz, Doug McClellan, Katherine Sweet, Tom Burns and Barry Samuel. The Panel sent a Call to Artists (Exhibit 1) to the Cultural Council, to all colleges and high schools in Santa Cruz, and to all Arts Commissions in the County. In addition, an advertisement was placed in the Sentinel and press releases were sent out announcing the open competition. The return date for the Call to Artists was February 1, 1999. The Art Selection Panel received 17 proposals and the Panel narrowed the field to 3 finalists. After a careful review of the 3 finalists' proposed projects, the Panel decided they did not really like any of them and chose to begin the process over again.

The Art Selection Panel developed a new Call to Artists (Exhibit 2) which stressed that the Panel was seeking an art component which would:

- be for all ages
- create a visible identity for the park
- reflect the diverse usage of the park
- be easy to maintain and long lasting

The second Call to Artists was issued to the same mailing list as the previous one with a return date of September 17, 1999. A total of 11 artists responded and the Panel again narrowed the field to 3 finalists. Of the three finalists interviewed, one was a Santa Cruz County resident. The Art Selection Panel finally selected the team of Steve Gillman and Katherine Keefer and their project called "Skyballs". Exhibit 3 is a photographic rendition of a model which simulates the art piece.

0536

The Panel felt that this project met all the criteria in the Call to Artists and would be a great art component for the Anna Jean Cummings Park. It would be very visible, create an identity for the park, reflect diverse usage of the park and be easy to maintain and long lasting.

Mr. Gillman and Ms. Keefer are from Oakland and have extensive public art experience. Their works are found in numerous California communities including; Sunnyvale, Sacramento, San Francisco, and Oakland.

On May 1, 2000, the Art Selection Panel Chair presented its findings to the Arts Commission for their approval. The Commissioners unanimously concurred with the Panel's recommendation of Steve Gillman and Katherine Keefer's Skyball project.

The proposed time line for this project is:

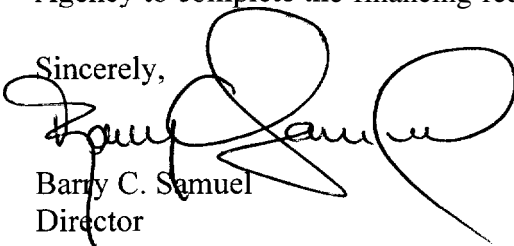
June 2000 ..... approval by the Board of Supervisors of art project and contract  
July - October 2000 ..... fabrication of art element  
November 2000 ..... installation of project will be completed

The project budget is 50,000, funded by the Redevelopment Agency. In order to complete the financing for the project, the remaining amount of \$6,000 needs to be transferred by the Redevelopment Agency to the Art in Public Places budget. The Parks Department in conjunction with the Redevelopment Agency has developed the attached contract for the creation of the public art component for Anna Jean Cummings Park.

It is therefore RECOMMENDED that your Board approve the public art project as presented and:

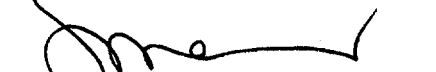
1. Approve the selection of Steve Gillman and Katherine Keefer as the artists for the public art project at Anna Jean Cummings Park; and
2. Approve the contract in the amount \$50,000 for the creation of "Skyballs" and authorize the Parks Director to sign the contract on behalf of the County.
3. Approve the Resolution Accepting Unanticipated Revenue in the amount of \$6,000 from the Redevelopment Agency to complete the financing required for the art component at Anna Jean Cummings Park; and

Sincerely,



Barry C. Samuel  
Director

RECOMMENDED:




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SUSAN A. MAURIELLO  
County Administrative Officer

attachments: Exhibits 1-3, Contract, ADM 29, AUD 60  
cc: CAO, Auditor-Controller, County Counsel, Parks, RDA

EXHIBIT 1

# CALL TO ARTISTS

0537

## PUBLIC ART PROJECT - SANTA CRUZ, CALIFORNIA

An artist will be selected to create a site-specific public art component for the Anna Jean Cummings Park in Soquel, Santa Cruz County. Construction will begin in the year 2000. The budget for the public art component is \$42,000. Proposals for this project may incorporate and enhance one or more of the elements planned for the park, such as paving, fencing, drinking fountains, benches, **signage**, bike racks, etc. In that case, the funds budgeted for the public art component will be augmented by the funds allocated for the specific element that artist the chooses to incorporate into their plan. Artists may also choose to create a free-standing piece, or one which does not incorporate or enhance any feature already in the park plans.

**DEADLINE:** The deadline for the receipt of submission materials is Monday, February 1, 1999 at 5:00 p.m.

**ELIGIBILITY:** The project is open to professional artists with experience in the field of public art.

**SELECTION:** Artists will be selected through a two-phase process. The first-phase is the application process. The second phase will be interviews with the 3-4 **finalists**. The application materials must include the following:

- 1) A current resume detailing professional artistic accomplishments and references from past public art projects.
- 2) Up to sixteen 35 mm slides of **recent** relevant work. Slides must be labeled with the artist's name, numbered according to an annotated slide list, indication of top of slide, and placed in a 9" x 11" plastic slide sheet.
- 3) The annotated, typewritten slide list should include the following information: slide number, media, size, title, date, cost, and brief description of artwork if necessary.
- 4) A preliminary written statement, not to exceed one typewritten page, which addresses the artist's approach to this project, as well as conceptual drawings of the proposed project.
- 5) A self-addressed, stamped envelope with sufficient postage for the return of slides.

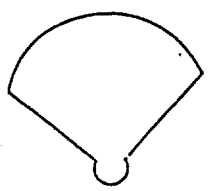
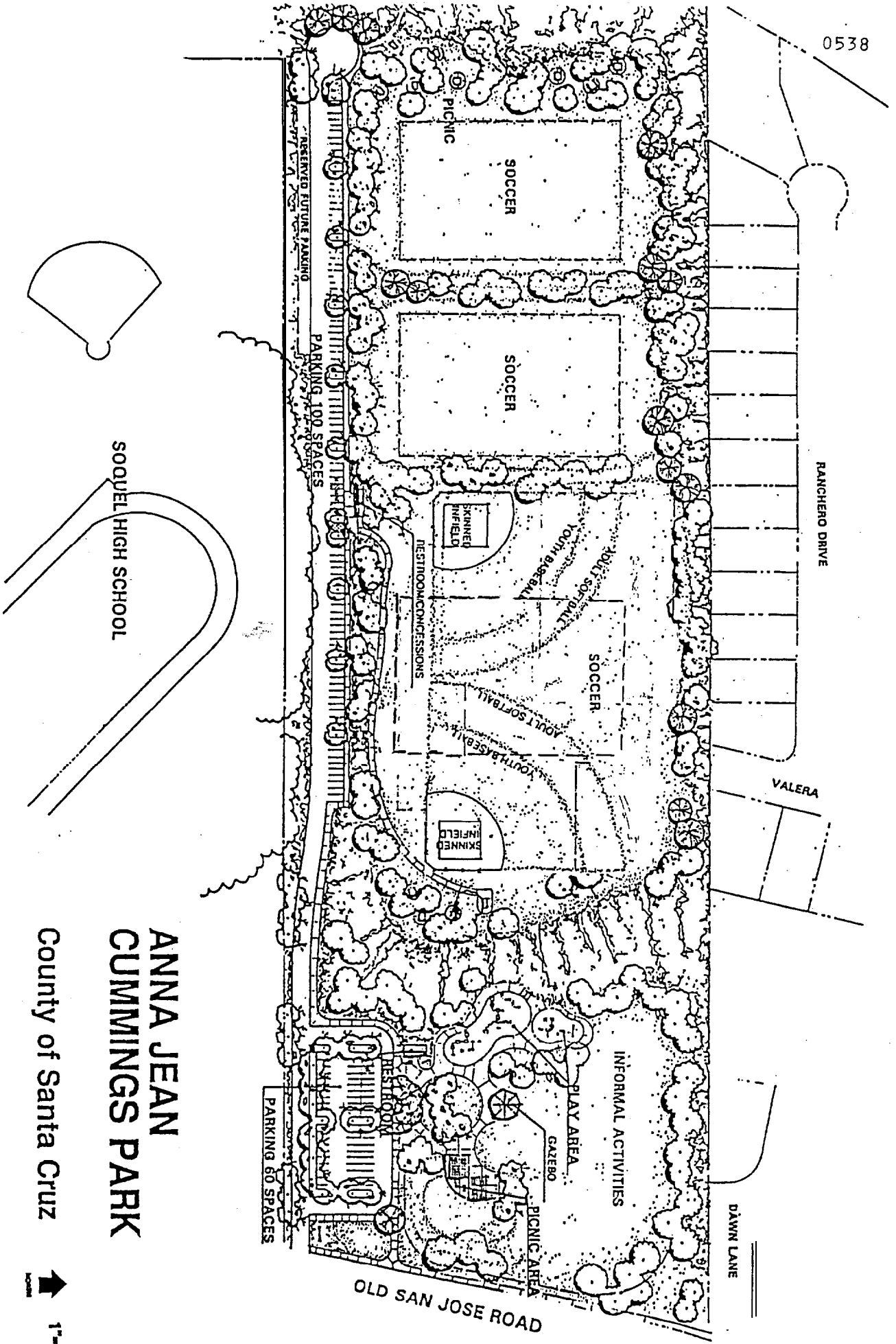
### ESTIMATED TIME LINE

February 1, 1999	Submission must be received by 5:00 p.m. on this date
March 19, 1999	Public art selection panel to choose and interview 3-4 semi-finalists
April, 1999	Selection panel to recommend finalist to Arts Commission
May, 1999	Art Commission to approve finalist
June, 1999	Board of Supervisors to approve recommendations of Arts Commission
August, 1999	Board of Supervisors to award a contract to artist
September 1999-2000	Construction
2000	Installation

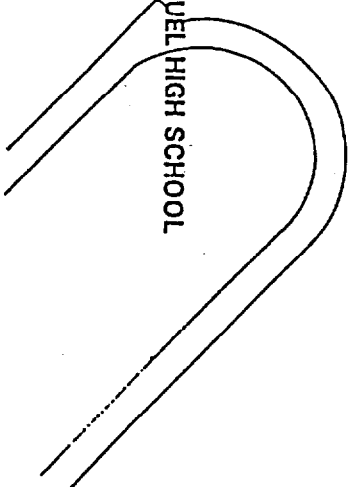
### FOR **MORE** INFORMATION PLEASE CONTACT:

Barry C. **Samuel**, Director, Santa Cruz County Department of Parks, Open Space & Cultural Services  
979 17th Avenue, Santa Cruz, CA 95062  
(83 1) 454-7900

0538



SOQUEL HIGH SCHOOL



# ANNA JEAN CUMMINGS PARK

County of Santa Cruz



1"=60'

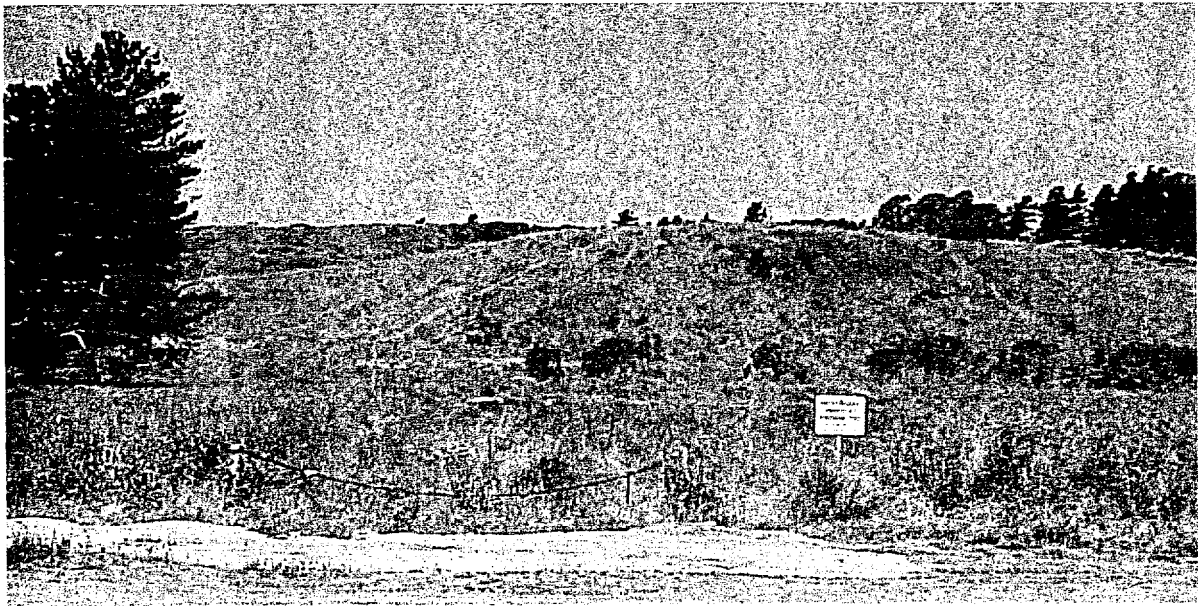
**COUNTY OF SANTA CRUZ**  
**DEPARTMENT OF PARKS, OPEN SPACE & CULTURAL SERVICES**  
**EXHIBIT 2**

**CALL TO ARTISTS**  
**PUBLIC ART PROJECT - SANTA CRUZ, CALIFORNIA**

An artist will be selected to create a site-specific public art component for the Anna Jean Cummings Park in Soquel, Santa Cruz County. Construction will begin in the year 2000. The budget for the public art component is \$50,000. Proposals for this project may incorporate and enhance one or more of the elements planned for the park, such as paving, fencing, drinking fountains, benches, **signage**, bike racks, etc. In this case, the **funds** budgeted for the public art component will be augmented by the funds allocated for the specific element that the artist chooses to incorporate into their plan. Artists may also choose to create a free-standing piece, or one which does not incorporate or enhance any feature already in the park plans.

The Art Component Should:

- Be for all ages
- Create a visible identity for the park
- Reflect the diverse usage of the park
- Be easy to maintain and long lasting



View of Lower Bench from Old San Jose Road (Park Development Area)

The Anna Jean Cummings Park will feature:

walking, hiking, nature study, baseball, soccer, **picnicing**, **BBQ's**, playgrounds, and opportunities for birdwatching and plant study

**FOR MORE INFORMATION PLEASE CONTACT:**

Barry C. Samuel, Director, Santa Cruz County Department of Parks, Open Space & Cultural Services  
 979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062 (83 1) 454-7900

**DEADLWE:** The deadline for the receipt of submission materials is:  
Friday, September 17, 1999 at 5:00 p.m.

0540

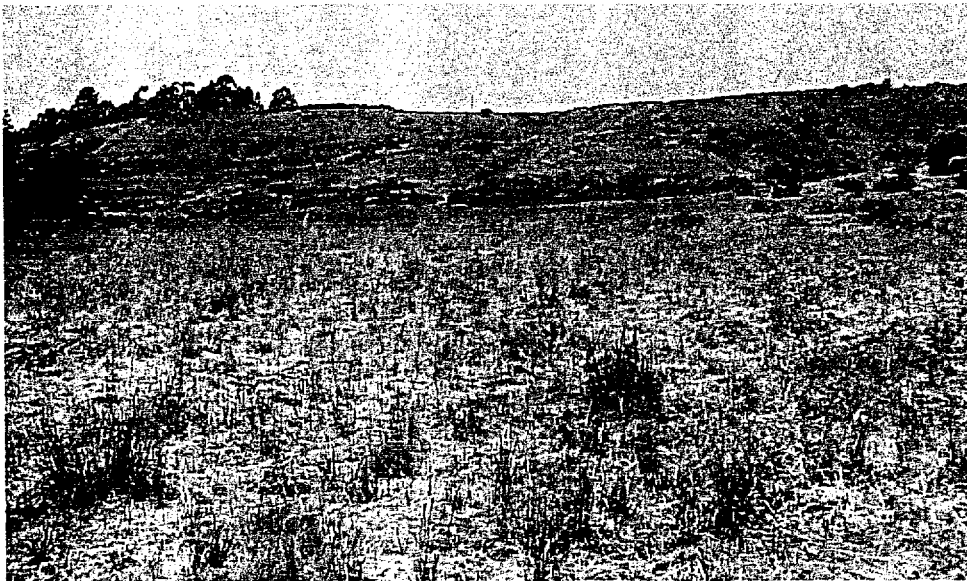
**ELIGIBILITY:** The project is open to professional artists with experience in the field of public art.

**SELECTION:** Artists will be selected through a two-phase process. The first phase is the application process. The second phase will be interviews with the 3-4 finalists. The application materials must include the following:

- 1) A current resume detailing professional artistic accomplishments and references from past public art projects.
- 2) Up to sixteen 35 mm slides of recent relevant work. Slides must be labeled with the artist's name, numbered according to an annotated slide list, indication of top of slide, and placed in a 9" x 11" plastic slide sheet.
- 3) The annotated typewritten slide list should include the following information: slide number, media, size, title, date, cost, and brief description of artwork if necessary.
- 4) A preliminary written statement, not to exceed one typewritten page, which addresses the artist's approach to this project, as well as conceptual drawings of the proposed project.
- 5) A self-addressed, stamped envelope with **sufficient** postage for the return of slides.

### PROJECT ESTIMATED TIME LINE

September 17, 1999	Submission must be received by 5:00 p.m. on this date
October 1, 1999	Public art selection panel to choose and interview 3-4 semi-finalists
November, 1999	Selection panel to recommend finalist to Arts Commission
December, 1999	Commission to approve finalist
January, 2000	Board of Supervisors to approve recommendations of Arts Commission
February, 2000	Board of Supervisors to award a contract to artist
March - September, 2000,	Construction
Fall, 2000	Installation



View of Upper Bench (Park Development Area)

## Anna Jean Cummings Park - Today and Tomorrow

The property has enjoyed constant use over the years. People enjoy walking on the land. The lure of rolling pastures and seasonal displays of wildflowers continue to draw daily visitors. Hiking and sliding down the grassy knoll on sheets of cardboard are **long-term** local activities. Broad vistas, timeless in their attraction, are well **worth** the steep climb to the upper reaches of the park.

Anna Jean Cummings Park hosts a variety of wildlife. Deer graze. Coyotes hunt rodents and there are occasional appearances by a bobcat or fox. There are areas with protected plants - Gardner's Yampah, Santa **Cruz** Spineflower, and **Tarweed**. Red-tailed hawks and California quail are regular inhabitants. Blue herons and Santa Cruz salamanders love the boggy areas. Raccoons flourish and the Stellar jays are raucous. The acreage teems with indigenous flora and fauna.

**Tomorrow's** park will add a variety of uses to the current activities. On the middle bench of the developed park area, soccer fields and baseball diamonds will attract both youth and adult players. On the lowest bench, picnic areas and a gazebo will become popular gathering spots. A playground, within walking distance of several subdivisions, will provide younger children with a fun place to be. The plan for the park allows a choice of diversions for each visitor - a meditative walk, a noisy and exciting ball game, or building a sandcastle with a two-year old.

The **Anna Jean Cummings** Park continues to serve the mid-county community as a visual and wildlife oasis in the midst of suburbia.

### Soquel History

The **first** mention of Soquel was by Portola's expedition in 1769. In 1833, Maria Castro Lodge received her **first Rancho** Soquel patent on 5300 acres. By 1844, the **rancho** was increased to comprise most of the watershed of the Soquel Creek.



By 1852, Soquel was the major crossroads of Santa **Cruz** County. This vital township boasted of a stagecoach stop, hotel, store, post-office, blacksmith shop, a school, and a church. Business enterprises encompassed a **tannery**, sugar-beet **factory**, flour mill, **lumber** mills, field crops, orchards, a health sanitarium, and ranching,

Now part **of** what is considered the "mid-county," Soquel remains a well-defined, desirable place to live. The village continues, now dominated by restaurants and antique shops. Residences vary from trailer parks to subdivisions to individual homes on lots ranging from one-quarter acre to many acres. The Soquel area is bounded by a freeway separating it **from** the city of Capitola, Park Avenue where Aptos begins, and Rodeo Gulch with Live Oak on the opposite bank. To the **north**, six to ten miles up Soquel-Old San Jose Road, Soquel stops and the Summit area begins.

### History of Anna Jean Cummings Park

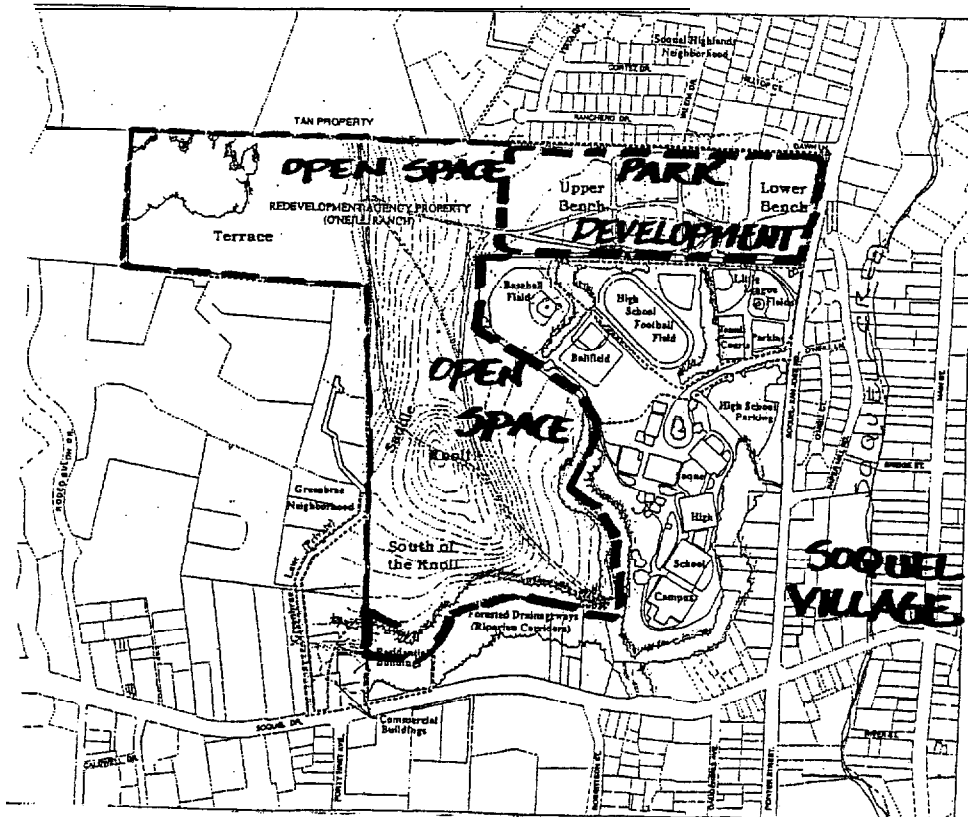
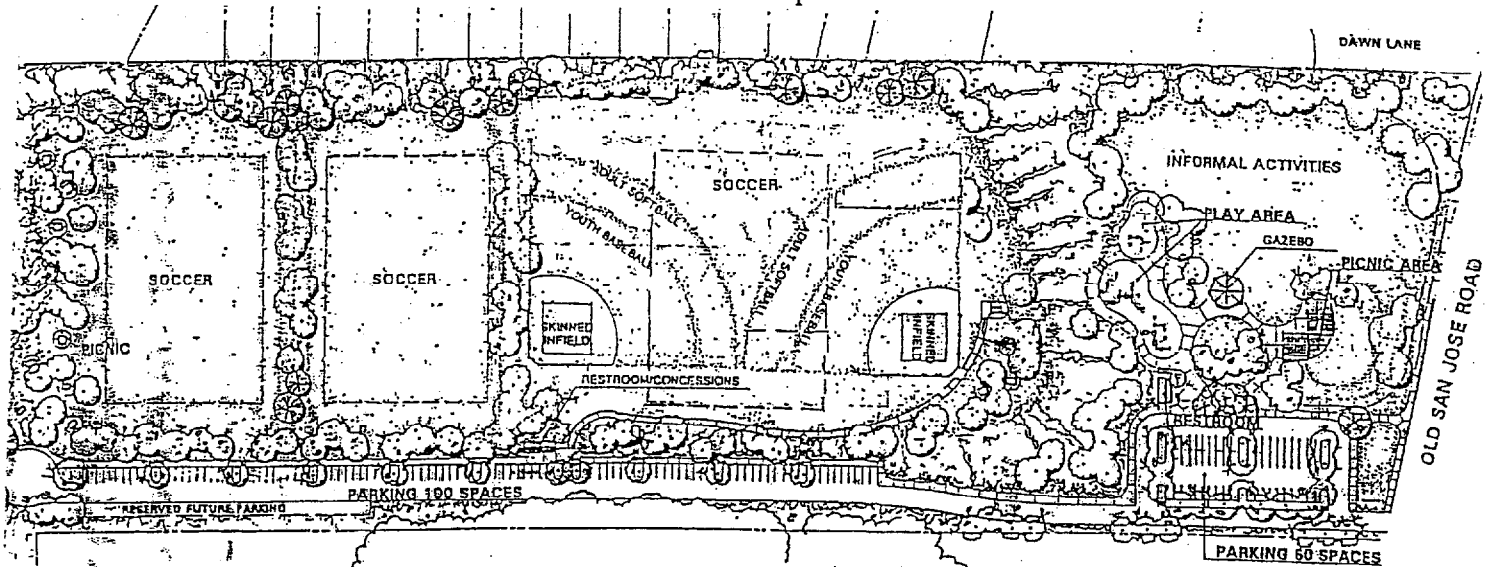
In 1972, more than a thousand homes were proposed for the ninety-five remaining acres of the **O'Neill** Dairy Ranch. Fearful of how such a large development would change the atmosphere of Soquel, a number of residents started a group called Save **Soquel**. Their perception, from the beginning, was that this land would serve the community **far** better as a public place.

In time, Santa **Cruz** County purchased the land. The County's original plan for the Ranch included a by-pass road, a hundred homes, and recreational **facilities**. Citizens remained persistent in their vision that this land's best value to was as a park. Finally, in 1997, the Santa **Cruz County** Board of Supervisors voted to make the entire **O'Neill** Ranch a public recreational **facility**.

Anna Jean Cummings was a very special person. Personable and politically astute in translating a vision into reality, her leadership was a driving force for many years. Tragically, in 1992, this strong young woman succumbed to an inoperable brain tumor, Shortly before her death, the County honored her dedication and hard work by naming the park after her. The County also recognizes the efforts of the community organization of Save Soquel. A plaque or other suitable recognition will be placed on the site to salute the concerted efforts and vision of many Soquel residents over many years.

The Anna Jean Cummings Park is a testament to both Anna Jean's spirit and our citizen's persistence in creating something special for the community they love.

Detail of Park Development Area



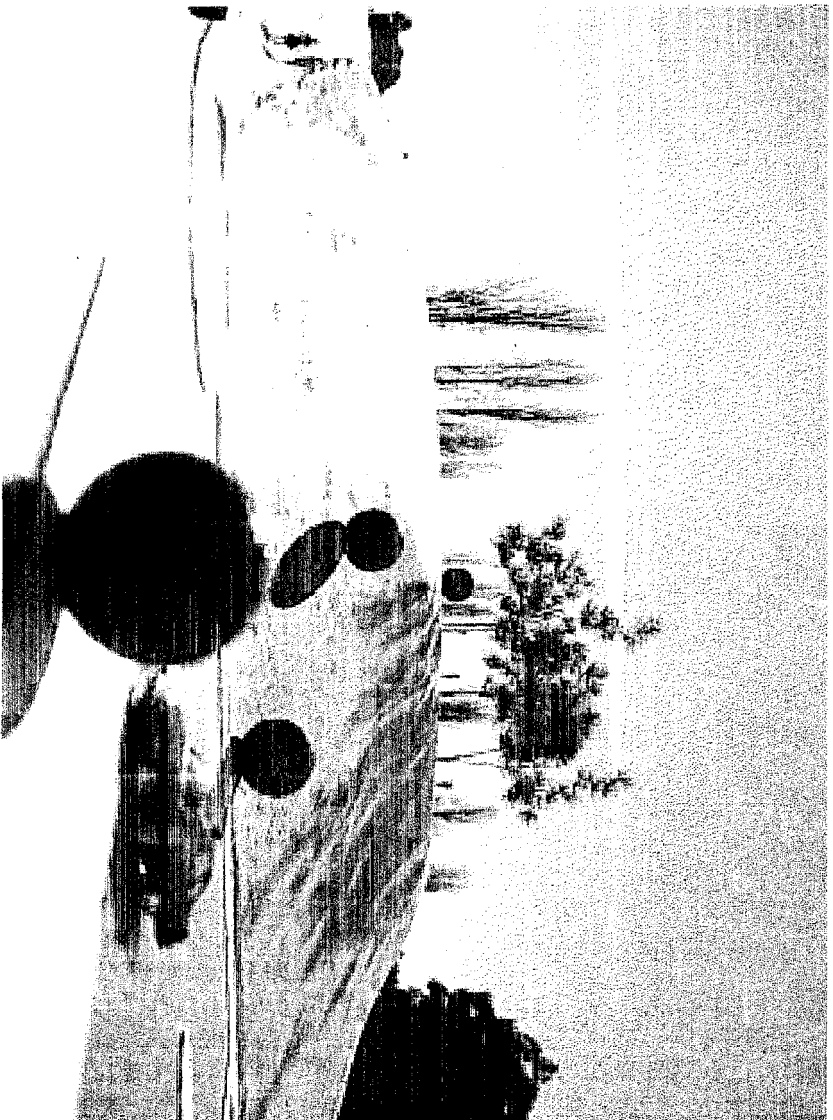
# ANNA JEAN CUMMINGS PARK

County of Santa Cruz



# Sky Balls

by Steve Gillman & Katherine Keefer



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0544

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Parks, Open Space & Cultural Services (Dept.)

Clayton M. Pigg (Signature) 5-23-00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Agency)

and Steve Gillman, 1765 12th Street, Oakland, CA 94607 (Name & Address)

2 The agreement will provide for art work fabrication and installation at Anna Jean Cummings Park

3. The agreement is needed because the County cannot provide the services

4. Period of the agreement is from May 23, 2000 to June 30, 2000

5. Anticipated cost is \$ 50,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: \_\_\_\_\_

7. Appropriations are budgeted in 134909 (Index#) 6610 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. \* Contract No. CO 92105 Date 5/25/00  
are not available and will be encumbered.

\* SUBJECT TO THE APPROVAL OF THE  
ATTACHED AUD - 60

GARY A. KNUTSON, Auditor - Controller

By \_\_\_\_\_ % & \_\_\_\_\_ & \_\_\_\_\_ Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By Bolw Date 6-1-00

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - ~~Blue~~
- Co. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

5 3  
DM - 29 (9/95)

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

**INDEPENDENT CONTRACTOR (ARTIST) CONTRACT  
ANNA JEAN CUMMINGS PARK**

THIS CONTRACT is entered into this day of \_\_\_\_\_, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and STEVEN GILLMAN hereinafter called ARTIST.

Whereas, the COUNTY established a Percent for Arts Program on April 2, 1991, requiring that up to 2% of the construction cost of a project be used to integrate public art into the project, enhancing the development of those public sites; and

Whereas, the Percent for Arts component of the Anna Jean Cummings Park has a budget for an amount not-to-exceed \$50,000.00.

Whereas, ARTIST has been selected pursuant to procedures adopted by the COUNTY to design, fabricate, deliver, and install the art work, hereinafter called WORK, on such terms and conditions as hereinafter follow:

Therefore, the parties agree as follows:

1. **DUTIES.** ARTIST agrees to:
  - a) Complete fabrication and installation of approved art elements as detailed in Attachment A within 180 calendar days of execution of this contract.
  - b) Bear all risk of destruction, or damage to, the WORK or any part thereof from any cause whatsoever until delivery, installation, unless undertaken or caused by the County's General Contractor, and written acceptance of the WORK by the COUNTY. ARTIST, at their expense, shall rebuild, repair, restore and make good all such damage to any portion of the WORK.
  - c) Provide services that will meet the demands of this Contract and therefore shall not engage to render services to other clients that may conflict with the demands of this Contract.
  - d) During fabrication, ARTIST will allow the Director of the County Department of Parks, Open Space and Cultural Services or designee to access the WORK in progress for review.
2. **COMPENSATION.** In consideration for ARTIST accomplishing said result, COUNTY agrees to pay ARTIST as indicated in the Payment Schedule, attached as Attachment B.

It is understood that total compensation for all services and deliverables in this Contract, as detailed in Attachment B, shall not exceed \$50,000.00.

All requests for payment shall be submitted to the Santa Cruz County Department of Parks, Open Space, and Cultural Services (Parks) attn: Director, and must be accompanied by a detailed invoice.

COUNTY agrees to exercise due diligence in the payment of invoices received from ARTIST provided no claims have been made against the WORK. If a claim(s) has been filed against the WORK within 35 days of acceptance, final payment will be withheld until COUNTY can ascertain the basis and amount of said claim. COUNTY will consider and determine the claim(s) and it will be the responsibility of ARTIST to furnish information and details as may be required by the COUNTY to determine the facts or contentions involved in the claim(s). Failure to submit such information within 60 days of being notified by the COUNTY will be sufficient action for denying final payment. Furthermore, COUNTY may use the final payment to pay any outstanding claim(s). The County shall pay approved invoices within 30 days of invoice date.

3. **TERM.** The term of this Contract shall be for twelve (12) months from the date of execution of this Contract or until the WORK described herein is installed as indicated in Attachment A. This Contract may be extended upon mutual consent by both parties.
4. **RIGHT, TITLE AND INTEREST TO THE WORK.**
  - A. All work produced under this CONTRACT shall be the property of the COUNTY. All documents including, but not limited to: reproducible copies of tracings, drawings, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of the creation of the WORK are to be and remain the property of the COUNTY and are to be delivered to the Department of Parks, Open Space and Cultural Services, 979 17<sup>th</sup> Avenue, Santa Cruz, California 95062.
  - B. Upon final payment to ARTIST selected to prepare the public art work for the Anna Jean Cummings Park, all right, title and interest to the WORK shall become vested in the COUNTY. Any artist not selected to prepare the public art work for the Anna Jean Cummings Park shall retain all right, title and interest to any designs which are rejected by the COUNTY, as well as any incidental designs resulting from the work.
  - C. ARTIST hereby grants the COUNTY the exclusive right to display the WORK and to loan the WORK to other persons or institutions with authority to display and publicize. ARTIST shall retain all copyright and all other rights in and to any art work(s) created under this Agreement, provided that ARTIST grants to the COUNTY an irrevocable license to graphically depict the art work in any non-commercial manner whatsoever. For the purpose of this limitation, the graphic depiction of the art work(s) on materials designed to promote the COUNTY shall be deemed to be a non-commercial use.
5. **ADDITIONAL SERVICES.** If authorized by COUNTY, ARTIST will provide additional services or items (those provided beyond the basic WORK or services as described herein) which shall be paid by a negotiated fee for such item(s) or service(s).

6. **GUARANTEE, REPAIRS. SAFETY**

- A. ARTIST warrants that the WORK will be free of defects in workmanship or materials, including inherent vice, and that ARTIST will, at ARTIST own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of one year from the date when the WORK is finally accepted by the COUNTY. WORK will not require maintenance substantially in excess of that provided by ARTIST to the COUNTY as part of Attachment A. If the WORK should deteriorate because of an inherent vice for one year from the date of the WORK is finally accepted by the COUNTY, ARTIST will promptly repair or replace the WORK for the cost of materials and supplies. "Inherent vice" refers to a quality within the material or materials which comprise the WORK which, either alone or in combination, results in the tendency of the WORK to destroy itself.

After the one year guarantee period ARTIST, if reasonably available, shall be informed and consulted in regard to all major repairs, restoration or alternations of the WORK. ARTIST shall be allowed to recommend restorative techniques and materials, and shall be given the opportunity to submit proposals for any such repairs and restoration for an appropriate fee. However, the COUNTY has the right to make such repairs to preserve the integrity of the WORK and/or alterations for public safety purposes including removal of the WORK.

- B. Public Safety. ARTIST warrants that the WORK will not contain sharp points or edges which the COUNTY deems a danger to the public and agrees to cooperate in making or permitting adjustments to the WORK if necessary to eliminate other hazards which become apparent within one year of the date the WORK is finally accepted by the COUNTY and will comply within the requirements as outlined in the Uniform Building Code.
- C. ARTIST will be responsible to repair any damage caused to the Park due to installation of the public art component.

7. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving 30 days written notice to the other party. In the event ARTIST abandons the WORK, defaults on any terms of this Contract or otherwise causes it to be terminated without cause prior to final acceptance of the WORK, ARTIST shall not be owed or paid any further compensation by the COUNTY, and shall remit to the COUNTY all sums of money previously paid under the terms of this Contract, with the exception of those sums of money previously paid for the fabrication of the WORK, if ARTIST turns over a completed WORK to the COUNTY for installation. In the event the COUNTY terminates this Contract without cause, the COUNTY shall only pay ARTIST for work completed and materials purchased towards fabrication of the art up to the effective date of the termination.

8. **INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.** ARTIST shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ARTIST performance under the terms of this contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property of ARTIST and third person.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and ARTIST officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
9. **INSURANCE.** ARTIST, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of ARTIST insurance coverage and shall not contribute to it.
- A. Types of Insurance and Minimum Limits
- (1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required if ARTIST has no employees).
  - (2) ARTIST vehicles used in the performance of this contract, including owned, non-owned, (e.g., owned by ARTIST employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit per accident for bodily injury and property damage.
  - (3) ARTIST shall obtain and maintain Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including bodily injury, personal injury, and broad form property damage. Such insurance coverage shall include, without limitation:
    - (a) Contractual liability coverage adequate to meet ARTIST indemnification obligations under this Contract;
    - (b) A cross-liability or severability of interest clause.
- B. Other Insurance Provisions
- (1) As to all insurance coverage required herein any deductible or self-insured retention exceeding one percent (1%) of a company's annual gross earning or \$10,000 (whichever is greater) for an individual shall be disclosed to and

be subject to approval by COUNTY Risk Manager, prior to the effective date of this Contract.

- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, ARTIST shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the Contract and continue coverage for a period of three years after the expiration of the Contract and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, ARTIST may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this Contract.
- (3) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy:
- “The County of Santa Cruz and Santa Cruz County Redevelopment Agency are hereby added as an additional insured as respects the operation of the named”
- (4) All the insurance required herein shall contain the following clause:
- “It is agreed that this insurance shall not be canceled or non-renewed until thirty (30) days after the COUNTY shall have received written notice of such cancellation or non-renewal. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: Department of Parks, Open Space and Cultural Services.
- (5) ARTIST agree to provide COUNTY at or before the effective date of this Contract with a certification of insurance of the coverage required. The Certificate shall be sent to:

Department of Parks, Open Space and Cultural Services  
 Attn: Director  
 979 1 7<sup>th</sup> Avenue  
 Santa Cruz, CA 95062

10. **EOUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, ARTIST agrees as follows:

- A. ARTIST shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 1 8), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. ARTIST agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- B. If this Contract provides compensation in excess of \$50,000 to ARTIST and if ARTIST employs fifteen (15) or more employees, the following requirements shall apply:
- (1) ARTIST shall, in all solicitations or advertisements for employees place by or on behalf of ARTIST, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, ARTIST shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in ARTIST solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
  - (2) ARTIST shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
  - (3) In the event of ARTIST non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, said ARTIST may be declared ineligible for further contracts with the COUNTY.
  - (4) ARTIST shall cause the foregoing provisions of Subparagraph 11B. To be inserted in all subcontracts for any work covered under this Contract by a sub-contractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
11. **INDEPENDENT CONTRACTOR STATUS.** ARTIST and COUNTY have reviewed and considered the principal test and secondary factors below and agree that ARTIST is an independent contractor and not an employee of COUNTY. ARTIST are responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. ARTIST is not entitled to any employee benefits. COUNTY agrees that ARTIST shall have the right to control the manner and means of accomplishing the result contracted for herein.



**PRINCIPAL TEST:** ARTIST rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

**SECONDARY FACTORS:** (a) The extent of control which, by Contract, COUNTY may exercise over the details of the work is slight rather than substantial; (b) ARTIST is engaged in a distinct occupation or business; (c) In the locality, the work to be done by ARTIST is usually done by a specialist without supervision, rather than under the direction of any employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) ARTIST rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which ARTIST is engaged is of limited duration rather than indefinite; (g) The method of payment of ARTIST is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) ARTIST and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that ARTIST is an independent contractor.

12. **TITLE AND RISK OF LOSS.** Title to the WORK passes to the COUNTY upon final acceptance of the completed WORK by the COUNTY. ARTIST is not responsible for damage occurring during installation of the WORK through the negligence by the COUNTY'S general contractor. ARTIST bears the risk of damage to or loss of the WORK until title passes to the COUNTY and shall take all necessary measures to protect the WORK from loss or damage until final acceptance. ARTIST is entitled to full payment for the accepted WORK upon submittal of final invoice to the COUNTY.
13. **NON-ASSIGNMENT OR TRANSFER.** The personal skill, judgement and creativity of ARTIST is an essential element of this Contract. Therefore, although the parties recognize that ARTIST may employ qualified personnel to work under ARTIST supervision, ARTIST shall not assign, transfer or subcontract the creative and artistic portions of the WORK to another party without the prior written consent of the COUNTY.
14. **SUCCESSORS AND ASSIGNS.** The COUNTY and ARTIST each binds themselves, partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representative of such other party in respect to all covenants of this Contract. Neither the COUNTY nor ARTIST shall assign, sublet or transfer an interest in this Contract without the written consent of the other. In no event shall any contractual relation be created between any third party and the COUNTY.
15. **NON KICK BACK.** ARTIST warrants that no person has been employed or retained to solicit or has secured this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, and that no member of the Arts Commission or Art Selection Panel, has any interest, financially or otherwise, in ARTIST business.

- 16. **RETENTION AND AUDIT OF RECORDS.** ARTIST shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by the COUNTY, whichever occurs first. ARTIST hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.
- 17. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

By their signatures to this Contract, each of the undersigned certifies that it is his or her considered judgement that ARTIST engaged under this Contract is in fact an independent contractor.

This Contract includes the following attachments:

- Attachment A - Scope of Work
- Attachment B - Payment Schedule

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

COUNTY OF SANTA CRUZ

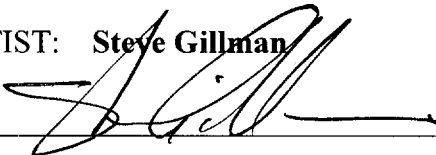
By: \_\_\_\_\_  
Director

APPROVED AS TO FORM:

By: Marie Costa 5-30-00

APPROVED AS TO INSURANCE:

By: Janet McKinlay 5-31-2000

ARTIST: **Steve Gillman**  
By: 

Address: 1765 12<sup>th</sup> Street  
City/State: Oakland, CA 94607  
Telephone: (5 10) 763-83 13

## **ATTACHMENT A SCOPE OF WORK**

### **PHASE I - DESIGN DEVELOPMENT OF CONSTRUCTION DOCUMENTS**

Upon approval of the conceptual design, time line and budget, for project completion, by the Board of Supervisors, Artist will proceed to Fabrication and Construction which will include but not be limited to the following:

- A. The Artist shall fabricate, cause to be fabricated, and/or oversee construction of the proposed art work in conformity with the specifications approved by the Board of Supervisors. The work shall not deviate in size, design or material from the specifications/proposal unless prior approval for the change has been received in writing from the Director of the Department of Parks, Open Space and Cultural Services. Additionally the artist shall prepare a plan for the landscaping portion of the project and coordinate implementation with the County during park construction.
- B. The Artist shall be responsible for the transportation of the work to the site and for all expenses associated with the transportation and installation of the work.
- C. The Artist shall, in conjunction with the Director of the Department of Parks, Open Space and Cultural Services, or designee, determine the optimal time for the installation of the work. Any change in agreed upon time for installation shall require a written two-week notice by either party.
- D. A detailed plan for the landscape portion of the public art component shall be submitted to the Director of Parks within 4 weeks of the approval of the contract by the Board of Supervisors. The County will provide Artist with comments on the proposed landscape within one week after receipt. The landscape plan shall be revised and returned to the Director of Parks within 2 weeks after the County's comments are received by the Artist.
- E. The Redevelopment Agency will be responsible for implementation of the landscape work.
- F. The design of the footings for support of the spheres shall be stamped by a licensed engineer.

**ATTACHMENT B  
PAYMENT SCHEDULE**

A. Payment 1 - Contract Execution

Upon approval of the contract by the Board of Supervisors \$15,000

B. Payment 2 - Artwork Fabrication

Upon completion of all shop fabrication the Artist may invoice for \$25,000. Artist will supply photographs as support documentation. \$25,000

C. Payment 3 - Installation and Final Acceptance

Upon completion of installation and acceptance of the work by the County Board of Supervisors, the Artist may invoice for final payment for all funds remaining in the contract. \$10,000

CONTRACT TOTAL \$50,000

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

0555

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

**RESOLUTION ACCEPTING UNANTICIPATED REVENUE**

Whereas, the County of Santa Cruz is a recipient of funds from Redevelopment Agency  
\_\_\_\_\_ for Art in Public Places \_\_\_\_\_ program; and

WHEREAS, the County is recipient of funds in the amount of \$ 6,000.00 \_\_\_\_\_ which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130( c ) / 29064( b ), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 6,000.00 \_\_\_\_\_ into Department Art in Public Places Fund \_\_\_\_\_

	<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
(1)	<u>01</u>	<u>134909</u>	<u>2367</u>	<u>Contribution from outside Agencies</u>	<u>\$6,000.00</u>

and that such funds be and are hereby appropriated as follows:

	<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
(2)	<u>21</u>	<u>134909</u>	<u>6610</u>		<u>Structure Improvements</u>	<u>\$6,000.00</u>

**DEPARTMENT HEAD** I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

BY: \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

COUNTY ADMINISTRATIVE OFFICER      / 3w / Recommended to Board

\_\_\_\_\_ / Not recommended to Board

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PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by the following vote (requires four-fifths vote for approval ):

AYES:      ✓ SUPERVISORS

NOES:      SUPERVISORS

ABSENT:    SUPERVISORS

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Chairperson of the Board

ATTEST:

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Clerk of the Board

APPROVED AS TO FORM:

Hamad Obeidat  
County/Counsel      12/16/97

APPROVED AS TO ACCOUNTING DETAIL:

Ronald L. Alton 5/25/00  
Auditor-C&roller

**D i s t r i b u t i o n : . . .**  
Auditor-Controller  
County Counsel  
County Administrative Officer  
Originating Department

AUD60 (REV 12/97)

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Page 2 of 2