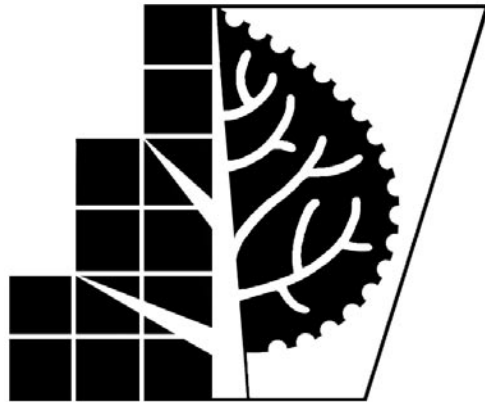


Public Art is a Verb:



A Policy Paper on Public Art

Developed by **Public Address**
"Artist Shaping Public Places"

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Who is Public Address?

Public Address is a professional association of San Diego artists who work in public places. Public Address was initiated out of a series of meetings in 2000 in which artists spoke about the challenges of working singly on city and regional capital improvement projects. The result of these informal discussions was the formation of a public artists association that accommodates a variety of individual visions which are then forged into shared goals that help the group direct its policy and programmatic initiatives.

The mission of *Public Address* is advocacy, resource sharing, professional development, and advancing the placement of artists on multi-disciplinary design teams that contribute to the development of public space. The members of the group have a strong grasp of the complexity of the urban design process and how it can best involve artists, architects, administrators, and the community at large. Outreaching to municipal entities, planning groups and the community, Public Address offers new possibilities in planning and growth strategies for urban areas—possibilities that arise out of the creative arts.

Public Address is committed to research and explore the boundaries of what constitutes art in the environment, with a special focus on this unique binational region. How is this field evolving, and where is it headed in the coming decades? To examine these questions the group has organized discussions, tours, partnerships and symposiums involving creative and planning professionals to help envision how public art can enhance regional identity and revitalize communities.

Artists are a valuable resource to local, state and regional agencies. Our creative and critical thinking skills, coupled with our capacity to work outside the usual planning, design or development methodologies, make us valuable partners when initiating strategies for making cities safe, humane, functional and prosperous.

*“Public Art is a verb,
not a noun
—a process rather than
an end in and of itself.” **

*All quotes are taken from a roundtable discussion of Public Address members, Summer 2002

I Notes from the front lines: building a foundation for success

1 Recognizing and building on our successes

Over the past twelve years the City of San Diego has achieved wide recognition for the success of its public art program, an achievement made more remarkable by the fact that it receives no funding from either the city's general fund, or from any percent for the art initiative. Indeed, it has been cited as a model for cities of similar size and with similar funding challenges at conferences and professional gatherings throughout the nation. Thanks to the early efforts of city staff, a unique partnership between the city's arts commission and a wide range of city departments was developed. This partnership resulted in a voluntary process to include public art into the city's capital improvement projects. The products of the partnership are now visible throughout the city in parks, streetscapes, water treatment facilities, libraries, neighborhood gateways, bridges, and schools.

The unique characteristics of this city's public art program are part of an evolving process of experimentation, evaluation, and redirection. The members of Public Address firmly believe that a healthy public art program should regularly examine and address the efficacy of its processes and procedures. It is important to build upon the foundation of success already in place. What can we do as artists and administrators to insure the advancement of cities as an important centers of public art?

“Through public art the artist constructs meaning that remains alive and is never completely done—creating a spacious enough vessel to accommodate new meaning over time.”

2 Staying the Course

First, we insist on **continuity of purpose**—in this case to continue the building of a great civic art collection. Continuity of purpose inspires the cultural confidence necessary to shift the perception of the city from its mechanical aspects to an inspiring, local or even

regional arts and culture innovator. Secondly we work with an **economy of effort** — resisting the impulse to reinvent the wheel to make it possible to see results quickly in the built environment. This is critical in generating community support for the arts. Citizens, artists, politicians, design professionals and city staff who are mobilized to act on behalf of the arts in their communities must feel confident in knowing that the programs and projects they have signed on for will reap results. And finally, we agree to **commit to excellence**. Insistence upon, and support for, innovative approaches, practices and work in the field of civic public art will overcome attempts to strip the arts of their critical function to inspire, challenge, delight, educate and console.

3 Assuming leadership

Public Address assumes that artists are key players in the development of the cities in which we live and work. The citizen artist, that individual that works out of the juncture of politics and aesthetics, is the team member on any civic design project that can best translate the vision for community and the built environment into reality. PA members serve on numerous civic and organization boards, and contribute many hours of volunteer time to help improve the prosperity and liveability of San Diego. We believe that artists must come out of their studios and work with their neighbors to make the community a humane environment for all its residents, regardless of class or culture.

Leadership challenges us to excellence. It is not enough to occupy a seat at the table. One must be active, self-reflective, flexible, and confident enough to ask, “Is this my best effort?” Public Address members know that more can be done, and that we can push ourselves to take the risks that result in

As part of their leadership outreach efforts, the members of Public Address will continue to engage cultural agencies and civic groups in a dialogue about the value of utilizing the arts in redevelopment, cultural tourism, the environment, capital improvement projects, education, transportation, community health and social justice. We encourage other artists to take on this critical role.

“The question is, ‘Does our city have the cultural confidence to take the kind of risks that characterize the leadership of great cities? And if not, what will it take to create that kind of fearlessness?’”

4 Guiding concepts

Creating a municipal public art program requires a vision and compass. The members of Public Address encourage the adoption of the following guiding concepts:

- An atmosphere of teamwork, mutual respect and creativity among all design professionals, contractors, and project managers should be developed early and maintained often. This is fundamental to the success of any project. What structural recommendations can a master plan put into practice that makes such an atmosphere standard?
- The overriding goal of the public art program should be the creation of a diverse collection of public art for the region that is of recognized quality, and that works to promote cultural appreciation on a regional, national, and international level. What city processes or procedures must be examined and changed to make it possible for artists to use their talents at the highest level?
- The public's commitment to and affection for their civic art will exist only if they can experience a variety of art of the highest quality in public spaces that are part of their daily lives. Artworks that contribute to a sense of community identity and forges links between artists and community members will create new advocates for the arts. What kinds of programs can encourage the development and placement of more public art, especially in neighborhoods? How can the master plan lay the foundation for making it essential for city departments, redevelopment agencies, business improvement districts, historic districts, planning groups and others to include public art and artists in the development of their projects?
- The arts in the United States have always struggled to achieve the support they find in other parts of the world. The reduction or elimination of arts education in this country exacerbates an already difficult struggle to maintain funding for the arts. In what ways can a public art master plan educate and inform citizens of the importance and essential qualities that the arts provide to a city? How can arts administrators and artists make visible what statistics consistently show: that the arts enhance the quality of life and economic viability of cities?

“Public art has, at its core, an aesthetic process. What we are trying to do is reveal the passion and creativity that is the intent and innovation at the cutting edge.”

II Challenges facing artists working on city projects

Public Address is an organization of seasoned professional public artists with many years of local, regional and international projects. Through their many local and national civic projects they have worked with, and sometimes under the constraints of, a city's design and building process. They are uniquely positioned to identify areas that contribute to its success or failure in reaching the common goal—adding enduring artworks to San Diego's civic collection.

The members of Public Address are committed to strengthening the connection between artists and various public agencies working in partnership to accomplish successful and engaging public art projects. This following list of challenges facing artists working on city projects is meant to identify challenges facing the artist working within the city's capital improvement project process, as well as to pose directions for strengthening that process.

Issue 1: Artist Contracts and Payment Schedules

Creating fair contractual instruments is the first step in insuring a long term relationship between that artist and city (or other project design team members) that is clear, efficient, has a system of remedies, and moves the project to a successful conclusion. The value of good contracts cannot be overstated. While some cities have made good efforts in constructing such a contract, there is still more to be done to make a model contract—one that serves the goal of creating an excellent civic collection of public art.

Systems of billing and payment schedules must also be fairly structured and administered. Artists, as small, independent, and highly specialized consultants, cannot afford to carry the costs of large public works projects. While large construction or engineering firms have the economic and cash flow system in place to see the project, and themselves, through all its phases, artists find that drawn out payment schedules, missed payments

Artists working at the edge have the benefit of a different perspective than people working at the center.

“Every public art commission linked to a capital improvement project is a completely new challenge. What one has learned on the last job almost never applies to the next.”

and the absence of some “start up” funds can have a severe impact on the process and the product.

Finally, the federal Visual Artists Rights Act of 1990 is being undermined by the very arts agencies that should be its champion. Agencies are finding it easier to deal with artists and the issue of potential “controversy” by asking artists to waive their VARA rights as part of their contract. This is a disturbing trend which may lead to a significant weakening of the public art works commissioned throughout the region.

As possible directions for a city to pursue in a public art master plan, Public Address suggests the following:

- Create a fair and equitable contractual framework that allows flexibility to accommodate the variables that come with each unique public art project. These contracts should be mutually agreeable to both sides, acknowledging the practices and policies of all concerned. Develop contracts, purchase orders, and other binding arrangements that do not impede the artist’s creative process. *(See the attached contract with modifications in the Appendix as an example of a contract that more closely fits artists’ needs.)*
- Encourage realistic and responsible project and payment scheduling that is sensitive to the artist’s working process. The conceptual and production methods of artists can vary significantly from the standardized practices of architects, engineers and project managers. The use of different “languages” need not preclude the development and implementation of a good product. In fact, the implementation of a realistic and responsible project and payment schedule is critical to a successful project.
- Assume that artists are professionals and deserve to be paid at a rate that reflects their expertise and experience.
- Unless there is a compelling reason that all parties support, avoid the use of Purchase Orders in lieu of an agreed upon contract. A contract spells out the obligations and timelines for all members of the design and building team. It can be revisited when questions or conflicts arise. It is also critical in protecting the rights of artists under the

“The artist’s strongest desire is to do a job that makes a contribution. We are a meaningful, critical part of the community.”

Visual Arts Rights Act, a federal law dealing with issues of attribution and integrity in the arts. Purchase orders do not include VARA rights protection.

- Educate all public art participants with respect to artist's moral rights under the federal Visual Artists Rights Act of 1990 (VARA), and develop a mutually agreed-upon standard of conditions under which VARA rights are protected in city projects. Public Address encourages the establishment of local chapters of Lawyers for the Arts.

Issue 2: Creating Partnerships that Build Successful Projects

In discussions about the role of the artist in capital improvement projects there has been a continuing mischaracterization of the artist as “egocentric;” unwilling (or unable) to be part of the team. In reality, artists are like other design professionals working in a specialized field. We are highly trained (largely in academic settings) and certified. We have certain skill sets and problem solving methodologies. We have a common professional language that supports a working process. And we strive to bring the highest conceptual and fabrication skills to bear on the project at hand. At our best we are creative problem solvers with much to offer the community.

Successful public art projects rely on strong partnerships and mutual respect among all the design team members. The best partnerships come out of a dialogue which is capable of reaching across the specialized languages, belief systems and procedures that characterize each design professional's field of expertise. This dialogue begins as a dance of translation and requires us to come back, time and time again, to a discussion of goals and procedures. It assumes a level of equality among team members.

Finally, the best partnerships have as their goal the successful realization of an idea into a form which is expansive enough to support many levels of meaning across time. The emphasis of public art in the civic collection must be on ideas that are integral to the site and the project. Public art which functions merely as decoration disappears quickly into the visual cacophony of everyday life.

In every collaborative design effort we recognize the artistry of what other experts do—engineers, contractors, landscape architects, community members, planners—and work toward bringing that artistry into the project.

As possible directions for the city to pursue in its public art master plan, Public Address suggests the following:

- Reinforce the need to involve artists at the inception of a capital improvement project to insure a successful project for all involved. Artists are creative problem solvers offering alternate ways of engaging a challenge. All capital improvement projects which include public art should have artists on board early as equal partners.
- Create a training series that engages artists, project managers, engineers, landscape designers, planners and others in a healthy dialogue about best practices in the creation of public art works in the capital improvement program. Let these individuals become the teachers and advocates for a strong public art program with city departments, outside consultants and the artist community. Make sure that this group of experts is available for advice and intervention as needed. Integrate their observations and recommendations into city policy.
- Establish a working hierarchy for the project that supports the end goal of creating excellent and enduring art works. Current hierarchies maintain a level of acrimony among all team members. Equality among the team, and the assurance that there is flexibility built into the process so that corrections or new directions can be suggested and implemented as needed, is essential.
- Insist on excellence, and create the structure to support it.

“Art risks a certain level of chaos, which in turn becomes creativity, growth and progress.”

Issue 3: Strengthening the Design and Fabrication Process

Much of the fear that is associated with having artists on design teams is a result of unfamiliarity with the artist process. For most people art is seen as mysterious or irrelevant. Artists are perceived as conjurers trying to convince us that important meaning can be created out of bits of stone, or painted cloth, or sound and movement. But art is a discipline and a profession, with standards and practices that are historic. The challenge is to explain them (in fact, to translate them) so that a sense of confidence among the project team members is established. Creating an ongoing dialogue with city project managers,

engineers, architects, landscape designers, planners and others has an important part to play in unraveling the misconceptions surrounding art practice and, ultimately, in quieting the anxiety often associated with working with artists on capital improvement projects.

Along with dialogue, however, must be a complete review of city policies and ways of doing business that may actually work against the design and fabrication of public art works. The practice of “low bid,” a process meant to save the city money, has proven detrimental to the art making process. (Indeed, it is often cited as detrimental to all capital improvement projects) Relying on contractors that are unprepared to work at the level demanded by the art is unwise and has been the undoing of many good projects. “Value engineering,” another purported cost saving practice, has a worse effect; that is, it is often used as a rationalization to engineer all the art out of a project.

The “stop and hurry up” scheduling of work means that artists are sometimes unable to meet the changing deadlines of a city project. It is common for an artist’s work to be put on hold for weeks, months and even years. Often artists are unaware of the shift in timelines, which is a function of not being an equal member of the team. The scramble that occurs when an artist gets a call to immediately deliver a product or drawing puts him or her in the awkward and unfair position of being seen as “holding up” the process. While many artists have tried putting language in their contracts which specifically call for adequate notification of timeline shifts, in practice the artist often works heroically (and without compensation) to meet a deadline that everyone else on the team has been aware of for days or weeks.

Shifting project budgets can mean that months and years of planning, design and implementation come to nothing. If the goal is to create public art works that are excellent and which function seamlessly with the site, budgets cannot be capriciously restructured or taken away altogether. A good artist can work effectively with budgets of any scale, so long as that budget stays constant.

And finally, a great civic collection contains many wonderful works that grow in the citizen’s affection, creating a sense of place and community identity. It defines the city and attracts visitors, increasing tax dollars that the city can use in all manner of projects or initiatives. But it must be maintained, and that maintenance must be planned for and have

“Dialogue is a function of public art. When public art fails it means the conversation has shut down.”

its funding secured. It is the obligation of the city to care for the work which it commissions so that future generations may enjoy them.

As possible directions for a city to pursue in its public art master plan, Public Address suggests the following:

- Commit to design and construction budgets and schedules early and then stick to them. Ensure the specified funds are secured and available to successfully complete and maintain the project. Superb work can be built for large or small budgets, but indecision within any size budget leads to weakness in the final product. Make artists full team members with adequate and timely communication of shifting deadlines and timelines.
- Create regular opportunities to reflect upon, evaluate and (if needed) redesign city processes with respect to public art projects, including low bid, quality issues, hierarchies of oversight and responsibility, maintenance, liability and other pertinent issues.
- Maintain the integrity of the works that exist. Getting a project completed is not the end of a commissioning agency's responsibility. The city's civic art collection must be maintained. A percentage of every project's budget should go into a secure maintenance endowment.
- Celebrate completion of all public art commissions in a ceremony where the project is dedicated, participants are honored and ownership is handed over to the community.

*“The point of tension
is the point of growth.”*

Issue 4: Leadership in the Face of Challenges to the Arts

The current economic situation casts a long shadow over the arts, with predictions of hard times for the arts extending five years or more before recovery. So it is critical that artists and arts agencies work together to engage the public in a dialogue about the real value of the arts to the community and to the individual. This case must be solid and based on real data from a variety of different sources within and outside the arts community. Everyday citizens, as well as political leaders, must see a direct benefit between the arts and the quality of their own lives.

Political leadership from elected officials must be exercised early and often in support of public art in capital improvement projects. This level of leadership can insure that a fair and inclusive process does not get derailed at the last moment by whim or out of the deep cynicism and hostility a few individuals exhibit toward any civic undertaking. Many hours of design, planning and community participation hours (not to mention dollars) are wasted when public art projects are terminated well into the process. Additionally, public art projects that are continuously altered beyond the artists original intent are inclined to fail from the loss of any real meaning or power.

Finally, leadership in the arts means dealing directly with the issues of “controversy.” One cannot fear to bring forward new and bold ideas in the arts. These ideas will, by their nature, engage the city in a healthy and open debate out of which new ideas will spring. The dialogue must not be feared, or smothered before it has a chance to take place. It is important to remember that some of the world’s most beloved symbols were involved in controversy at their introduction. But who can now imagine Paris without the Eiffel Tower, or Chicago without its massive Picasso? The highest priority for leadership is the promotion of new and bold directions in the arts, and the preservation of the integrity of projects being developed.

As possible directions for a city to pursue in its public art master plan, Public Address suggests the following:

- As part of an ongoing community education process, promote the city’s public art collection through brochure, web site, tours, talks and other promotional tools. This work should fall under the jurisdiction of a city’s arts agency, but should be linked to other collaborators such as tourism bureaus, chambers of commerce, business improvement districts, community planning groups and other key players. Inform and educate citizens and visitors of the *Who, How, and Why* of the civic art collection.
- Encourage political leadership in support of public art. A high quality and innovative program strengthens the city’s image. Artists and arts agencies should meet on a regular basis with political leadership from a variety of arenas to present the benefits

“Public art is the place where our politics and aesthetics come together to dance.”

the arts provide to the quality of life for all citizens. These discussions should point out how public art can be a force in a variety of public and private undertakings including redevelopment, education, housing, health, planning, tourism and the environment. These are long term relationships that will require patience and persistence. Their value is inestimable.

- Even the best projects run into snags. Sometimes obstacles develop within the project itself and among its team members. Sometimes the pressures come from the outside. In either case it is important to have an advocacy mechanism in place. This can take the form of a committee or an ombudsperson who can sit down with all parties and work toward a resolution of any difficulties. Having an advocacy mechanism in place means that all parties have someone to go to when things break down.
- Utilize the unique perspective of the artist in civic leadership positions. Advocate for equal representation of artists on all panels, commissions, and other bodies that are charged with planning, implementing, and developing procedural guidelines for public art projects.
- Allow artists the same professional privilege allowed other design professionals regarding conflict-of-interest. Artists should not have to give up their livelihoods to lend their much needed expertise to civic panels.
- Encourage community leadership by making all community, public art selection committee members advocates for the project from inception to completion. This will insure continuity of community intent and community memory. It will also widen the circle of arts advocates to the general community.
- Create a process that insures that the commissioning agency will stand with the artist throughout the entire project—from initial selection to final celebration.

“The power of public art is not about decorating the city—it is about transforming it.”

Issue 5: Developing the local and bolstering the experimental

Public Address encourages the commissioning of national and international artists to create work for the civic collection. As we move toward the definition of the “city as museum” we will want to house a collection that shows the full range of the field of public art. At the same time, it is important to note that many local artists exhibit their works on a regional, national

and even international stage. Their work is part of important private and public collections. They have the added strength of knowing the city intimately, and their perspectives and work should be highly valued as part of the city's historic cultural heritage.

Affordable housing and work spaces are critical to a strong arts community. A city which cannot house its creative class is in jeopardy of losing the resource that can help it create a humane and sustaining vision for the future. Cities benefit from the redevelopment energies that artists bring to challenged neighborhoods. Sadly, they are among the first to be forced to leave when "gentrification" prices out long time residents. It is incumbent upon arts agencies, artists and leaders from many fields to develop support for the community of individual artists as a way of insuring that creative problem solvers are not lost to other cities simply because there is no place for them to be.

It is also important that provisions be made to help nurture the next wave of public artists. Technical assistance and networking opportunities should be made available for all artists interested in getting into the field. These efforts should be far reaching and held at regular intervals. At the same time, the current collection of civic works should be properly promoted so that both the collection and the artists are recognized on a national and international level.

Finally, excellence means taking risks and risks involve the possibility of failure. We should not be afraid to fail. Failure is our best teacher. If we have the courage to undertake the new, the experimental, and the difficult we may see cities emerge as vibrant cultural centers which serve both residents and visitors alike.

As possible directions for a city to pursue in its public art master plan, Public Address suggests the following:

- Express a commitment to local and regional artists when awarding commission. At least half of the money expended by a public art program over a five-year period for artists' commissions and purchases of existing work should benefit artists associated with that region of the country.
- Develop a Temporary Public Art component to the public art program. Temporary

"Passion drives the energy to take the risk."

public art can and should be encouraged to take risk. This will give artists the opportunity to experiment and engage the public in innovative and even controversial ways. Public art that engages controversial issues or themes stimulates public dialog and discussion, an indicator of a vibrant and evolving democracy.

- Create partnerships with housing advocates, lending agencies, realtors, developers, artists and arts agencies to explore new models for affordable artist housing and work spaces. These models exist in places such as Seattle, Minneapolis, Los Angeles and Pittsburgh. They can also serve as part of redevelopment strategies currently under discussion.
- Develop a plan to strengthen the health and vitality of the artist community. Such a plan would include housing, professional development, technical assistance, combined buying, and advocacy.

“Public art pushes you up against what you perceive to be your limits, and then turns those limits into doors.”

III The importance of VARA

The importance of the Visual Artists Rights Act (1990) cannot be overstated. In conjunction with other state and local codes it offers the barest of protections for artists' ideas and works. It is applied in very specific cases—those dealing with attribution or integrity—and with many exemptions. To date the law is not sufficiently mature enough to deal with protection of the cultural heritage of the nation. We are years away from enjoying the kinds of legal protections in place in other parts of the world, especially Europe. But VARA is what we have now, and all those who care about the arts must keep it from being undermined.

A disturbing trend has developed regionally and nationally that requires artists to sign away their VARA rights in their contracts with commissioning agencies. Such requirements are meant to save the commissioning agencies the trouble of having to deal with “controversial” art or with issues such as maintenance, changes in the built environment, unforeseen project obstacles, changing political directions etc. That municipal art agencies are requiring artists to forego their VARA rights signals the degradation of the public art process. It assumes that artists are adversaries and not team members.

Current practices of low bid and value engineering, as well as the unfortunate results of shifting budgets and project priorities, can drain all the art from public art. VARA cannot do anything about this except allow the artist to withdraw his or her name from a work that is executed in a way that no longer reflects his or her intent. VARA also protects public art from being destroyed capriciously.

Public Address vigorously supports VARA because it makes possible the commissioning and protection of the highest caliber work. We urge cities and other public agencies that commission public art works to go beyond VARA and construct protections for artists rights because it contributes to the overall excellence of the civic collection.

For more information on the Visual Artists Rights Act go to the the National Endowment for the Arts site at <http://www.nea.gov>

Rights Conferred by VARA:

Of the moral rights panoply conferred by other nations, VARA recognizes only attribution and integrity as legal causes of action.

Attribution includes the rights to claim authorship of a work, to prevent attachment of an artist's name to a work which he did not create, and, where there has been a subsequent distortion, mutilation, or modification of the work prejudicial to the artist's honor or reputation, the right to disclaim authorship and to prevent identification of the artist's name with the work. Congress did not define the term prejudicial to one's honor or reputation, but the House Report on VARA advised focusing on “the artistic or professional honor or reputation of the individual as embodied in the work that is protected...While no per se rule exists, modification of a work of recognized stature will generally establish harm to honor or reputation.” The court in *Carter v. Helmsley-Spear*, one of the few cases filed under VARA, relied on expert testimony, focusing on “good name, public esteem, or reputation in the artistic community.”

The right of integrity gives the artist the right to prevent any intentional distortion, mutilation or other modification of his work prejudicial to his honor or reputation. Where the work is of recognized stature, the right of integrity further includes the right to prevent any intentional or grossly negligent destruction of the work. Again, Congress left the definition of recognized stature open, so the courts will have the responsibility of fashioning an explanation on a case-by-case basis.

IV Final thoughts: The need for an artist-informed public art strategy

1 Artists shift the conceptual landscape

Artists, who are both the producers and consumers of the city's visual culture, are important stakeholders in its current and future development. Their contributions to the city's economy are critical to its future success as a magnet for new business and as an important international tourist destination. The arts are a significant economic engine, generating income to the local economy. Yet individual artists, those most directly responsible for creating the products used to advance the prosperity of the city, struggle within the framework of the city's bureaucracy and working methods to produce those products. By working closely with artists and artist groups, cities can identify and alter the structural impediments that can hinder the development of great cultural cities—cities worthy of our affection.

Because the city's public artists have worked directly with the city's capital improvement projects, they are uniquely positioned to comment on how the process succeeds and fails in bringing quality public art projects to the city's built environment. They are also resources in identifying the ways in which art practices encourage thinking "outside the box." This kind of problem solving is particularly valuable to neighborhoods or cities with intractable problems that have defied resolution. The artist helps communities re-envision problems and gives them permission to move in the direction of previously unimagined resolutions. Artist Alan Kaprow, writing in his seminal essay, "The Real Experiment," illustrated just that point in documenting the election of an artist as mayor of a small town wrestling with a water issue. Where engineers and land use managers had failed to help bring the town to consensus, the new mayor was able to help the community solve its own problem by moving them away from the models of thinking which kept them seeing new possibilities.

"Remember, the client's goal is to add yet another successful piece to a diverse collection of citywide public art, a collection added to the "city as museum." Any individual artwork cannot (and should not) attempt to be all things to all people, but a strong collection will offer something for every citizen to enjoy."

As public artists are allowed to exercise their conceptual skills on behalf of the city, the city becomes a stronger, more integrated whole. Local artists working on capital improvement projects have been helping communities and agencies solve problems for many years. It is finally time to recognize those skills and those successes so that the city can reap the benefits of this available resource. There are numerous projects which would benefit from the holistic thinking of the artist including river reclamation projects; transportation corridors; municipal stadiums; libraries; affordable housing projects; parks; redevelopment projects; and transit centers, to name just a few.

2 **Artist-driven content: the substance of a master plan**

Local public artists have had to grapple with issues ranging from contracts to bidding; from community buy-in to negotiating with subcontractors; and from art making to art promotion. A comprehensive examination and understanding of the processes that work and those that fail is critical to the creation of a new public art master plan for the city. This is hard and time-consuming work. Both the details and the “big picture” must be attended to, and a serious process of negotiation and compromise must be engaged. But there is no other way to proceed and still reach the goal of a great civic art collection. Artists and artists issues must frame and drive the content of the new master plan.

It is important to remember that the most important tools artists bring to any project are best used from the very beginning of the project. This is especially true of any policy initiatives that will change the way in which the arts are thought about, employed, and administered. In this regard, the direction in which this city and other local municipalities are moving is troubling. Rather than focus on the “big idea,” the transformative, and the inspiring, the tendency toward decorating the city grows stronger. The best efforts of artists, arts agencies, politicians, project managers and citizens are directed toward playing it safe, being non-offensive, and being invisible within the projects and/or the processes of generating public art. This is the path of mediocrity, the path of least resistance, and the path least likely to create substantive change. It will never result in the kind of work that will

“As a public artist I see my role as recognizing the potential in people, places and things, and then realizing that potential.”

help the city make the shift it needs to make in order to step into the arena of world-class destinations. Art (and thinking) that is only decorative becomes just another addition to the visual and conceptual cacophony that surrounds us—something to be ignored or endured. This cannot be the policy of a great city.

Rely on the experts among us—the artists— to help with the new initiative. What can be learned from other design professionals, developers and project managers is important. We are all members of the team trying to elicit change in the built environment. But the leaders of the discussion of the arts should be those formally trained in that discipline. It is sound thinking to have public artists familiar with the city process on master plan teams.

“To form a lasting judgement of any public art work takes time. It takes three generations to loose an old language and adopt a new; sixty years for a garden to work.

A monk, sensing the doubt in artist Jennifer Bartlett when confronting her new work said, ‘We say that it takes 200 years for an art work to settle comfortably into relationship with its environment.’

So let’s not be in a hurry to judge our own civic collection. Instead, let’s keep putting forward the best work we can.”

Appendix

- I. A Proposed Artist Contract (a modified version of the existing artist contract developed by the City of San Diego)
- II. Public Address Artists' bios

**PUBLIC ART PROJECT
AGREEMENT FOR SERVICES**

CONTRACT ADMINISTRATOR:
City of San Diego

ARTIST:

This agreement is made by the City of San Diego, a municipal corporation (CITY), acting by and through the City Manager and _____ (artist)

RECITALS

WHEREAS, the CITY is implementing a public art program by allocating funds for the establishment of art in public places, pursuant to San Diego Municipal Code 26.0701 et saq.;

WHEREAS, the City is implementing a Public Art Policy which was filed on March 30, 1992 with the office of City Clerk as Document No. RR-279659;

WHEREAS, the City is constructing _____ (location)

WHEREAS, funds were established for the creation of public artwork at ____ through the Capital Improvement Project budget/

WHEREAS, the ARTIST was selected as a sub-consultant to the project architect pursuant to procedures adopted by the City of San Diego to contribute elements (herein referred to as the “Project”) (Attachment A) to the design of_____.

Although outside the scope of this contract, the City would open up a far wider and higher quality range of prospective artists if it did not require artists to be subconsultants to the architect.

WHEREAS. Each step of the consultant selection process was objective, fully docu-

Statements in bold text represent a general commentary by Public Address on the existing City of San Diego contract form for public art. These comments are inserted here in a spirit of constructive dialog, so that the City might consider clarifying and Improving the existing contract.

Statements in underlined italics are proposed wording that in some cases would effect the proposed changes. In certain cases these proposed changes are self explanatory.

mented and in accordance with the City's Equal Opportunity Program and Minority (MBE), Women (WBE), Disabled Veteran (DVBE), and Disadvantaged (DBE) Business Enterprise Program:

WHEREAS, the City desires to retain the ARTIST to fabricate, deliver and oversee installation (for artistic purposes only) of the PROJECT, in accordance with the terms and conditions of the Agreement;

WHEREAS, the ARTIST is ready, willing and able to provide these services described in this Agreement.

WHEREAS, the parties to this Agreement desire to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the design of the PROJECT;

NOW THEREFORE, in consideration of the recitals and mutual obligations of the parties contained or incorporated herein, the CITY and the ARTIST agree as follows:

AGREEMENT

I Scope of ARTIST'S Services

The ARTIST shall perform services as set forth in the written Scope of Artist's Services (Attachment 13), by this reference incorporated herein.

2. ARTIST to Comply with All Applicable Laws and Obtain All Applicable Permits

In fulfilling her obligation under the Agreement, the ARTIST, her agents and employees shall comply with all Federal, State and City laws, ordinances, regulations and requirements which in any way affect the construction of the PROJECT. The ARTIST or her subcontractors shall obtain any traffic control, California Department of Transportation, utility or other approvals, licenses or permits, if needed, prior to commencing with relevant phases of the installation. The CITY shall not charge the ARTIST for any permits issued by the CITY, The CITY shall cooperate with the ARTIST to obtain any permit. required by the California Department of Transportation.

The City should take the lead in obtaining permits for the project, and the Artist would agree to revise the design as necessary to comply with code requirements. Since permits are a precondition to the Project being constructed, the agreement should provide for termination should it not be possible to obtain permits without destroying the intent of the Project.]

3. Duty to Cooperate

a. The CITY agrees that it will not unreasonably withhold approvals of any phase of the project.

b. The CITY shall examine materials and information submitted by the ARTIST and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of , The CITY shall keep the ARTIST advised concerning the progress of CITY's review of the PROJECT, In the event that the services of the ARTIST are intergrated into, combined, or otherwise coordinated with services by the CITY not within the control of the ARTIST, the ARTIST shall not be responsible for services provided by the CITY's employees or contractors. If any Part of the ARTIST's work depends upon the work of the CITY, the ARTIST shall, prior to proceeding with the work, promptly report in writing to the CITY any apparent discrepancies or other Conflicts with the CITY's work that renders the site unsuitable to install the PROJECT. The CITY will make every reasonable effort to provide opportunity for the ARTIST to review design documents relating to the site, at each phase of the design of the site, by including the artist at relevant project review meetings and in subsequent comment periods. If conflicts or other discrepancies are properly reported by the ARTIST, the ARTIST shall not be responsible for any liability or failure to fulfill her obligations under this Agreement resulting from the reported discrepancies or conflicts. Failure of the ARTIST to report a discrepancy or conflict she knows about, or with reasonable care should have known about, shall constitute an approval of the CITY's work as if it and proper to receive the ARTIST'S work. In the event of such failure, any costs to mitigate the conflicts shall be borne by the ARTIST. Nothing in this Paragraph shall limit the responsibility of the ARTIST to take all reasonable steps to coordinate her work with the work of the CITY on the PROJECT.

[The insertion above would protect both the Artist and the City against the most common problem encountered by public artists, namely the lack of coordination of site conditions with the artwork.]

d. At a time mutually agreed upon by the ARTIST and the CITY, the ARTIST, with the CITY'S Project Manager or designated representative, shall inspect the site prior to installation to determine if there are any defects or discrepancies that would prevent or inhibit the installation of The PROJECT

e, The CITY Shall have the right to observe the work in progress at reasonable intervals by appointment with the ARTIST.

f. The PROJECT shall conform to the approved designs in every respect. Should the ARTIST find it necessary to make any significant modification in the scope, design, color, size, material, utility or support requirements, texture, or location, the ARTIST shall submit the proposed changes in writing to the CITY for approval. Before the ARTIST may incorporate any significant modification in the PROJECT, the ARTIST shall prepare schematic drawings of the proposed changes for the CITY's approval. If these changes are necessitated by changes to the design of the site or the site conditions, the ARTIST shall be entitled to reasonable compensation for her additional work on the design of the PROJECT. The CITY's approval for the changes must be in writing. A "significant modification" means any change which affects installation, scheduling, site preparation, maintenance or images of the PROJECT as originally approved.

g. The CITY shall notify the ARTIST in writing if inspections are required at specific stages of the installation process.

h. The ARTIST shall notify the CITY in writing at the address provided in Paragraph 5d. when the PROJECT is completely

installed.

i. The ARTIST shall, if and when working on CITY or State of California property, clean up the as may be reasonably requested by the CITY. Upon completion of the PROJECT, the ARTIST shall remove all equipment and excess materials promptly and as requested by the CITY.

4. ARTIST to Avoid Hazardous Material

The ARTIST shall avoid using materials or finishes known to be hazardous or potentially hazardous in their finished form to any plant, animal or human life. The ARTIST agrees to cooperate in making or permitting adjustments to the PROJECT if, in the sole judgment of the CITY, adjustments are necessary to eliminate hazards materials which are hazardous to persons or property which become apparent within one (1) calendar year of the date the PROJECT is completed. The ARTIST shall be notified by the CITY in writing when an adjustment is necessary and shall consult with the ARTIST in accordance with Paragraphs 10,a. and 10.b.

5. ARTIST'S Compensation and Schedule

The city shall pay an amount not to exceed _____ for services provided by the artist under this agreement provided by the ARTIST under this Agreement. The CITY shall pay monies to the ARTIST according to the terms and schedule set forth in Paragraphs 5 b., 5,c., 5,d. and 5 5,e

a. The CITY shall make payments to the ARTIST according to the following schedule:

b. The CITY shall pay _____ dollars within thirty (30) working days after the execution of this Agreement.

c. Subsequently, The ARTIST shall submit one invoice per calendar month for work performed in accordance with this Agreement and it's Attachment B., and within thirty (30) working days after receipt of an invoice, the CITY shall make payments to the ARTIST. Each check shall be made payable to the ARTIST.

d. in order to receive payment, the ARTIST shall submit an invoice showing services rendered during the applicable time period to the CITY, the CITY shall review the progress of the project for verification of services completed by the ARTIST. Request for payment shall be made in writing to _____

e. Payment shall be solely for reimbursement of services actually rendered and expenses incurred. Proof of both services rendered and payment shall be kept on file by the CITY for inspection and review at reasonable times and upon reasonable notice by the City Manager and Auditor and Comptroller.

6. Audit and Inspection of Records

At any time during normal business hours and as often as the City deems necessary, the ARTIST and any or all subcontractors shall make available to the CITY for examination at reasonable locations within the City/County of San Diego all for the data and records with respect to all matters covered by this agreement. The ARTIST and all subcontractors will permit the CITY to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered by this Agreement. The ARTIST and subcontractors shall maintain such data and records for a period of not less than three years following receipt of final payment under this agreement. If ARTIST does not make all records available within the City/County of San Diego, then the ARTIST shall pay all the CITY's travel related costs to audit the records associated with this Agreement at the location where. The records are maintained.

6. Term

This Agreement shall commence from the date of execution by the City Manager. The Agreement shall terminate upon completion of the scope of work and its written approval by the CITY, The maximum duration of the Agreement is 3 years.

8. Additional Costs

The CITY shall not pay the ARTIST for work incidental to changes required by the ARTIST's errors or omissions. The ARTIST shall be responsible for additional costs incurred as a result of her own errors or omissions "Additional costs" means those costs that can be reasonably determined to be in excess of what was approved by the CITY-

9. Removal or Alteration by CITY

a The CITY shall not intentionally damage, alter, modify, change or remove the completed PROJECT of the ARTIST unless

(1) The CITY notifies the ARTIST in writing of the proposed damage, alteration, modification, change or removal; and

(2) Except as provided in Paragraph 10, CITY obtains the ARTIST'S prior written approval to the proposed damage, alteration, modification, change, or removal.

b. If the ARTIST does not provide written approval response within sixty (60) working days of the date the notice was sent the CITY shall have the right to damage, alter, modify, change or remove the PROJECT pursuant to Paragraph 9-a, providing the following terms and conditions are met,

(1) The CITY shall first submit a Proposal to damage, alter, modify, change, or relocate the PROJECT to the Public Art Committee (the “COMMITTEE”) of the CITY’S Commission of the Arts and Culture (the “COMMISSION”) or its successor. The COMMITTEE shall submit its recommendation on removal or alteration to the CITY’S Commission for Arts and Culture, which in turn shall submit its recommendation to the City Council.

(2) After having received the COMMISSION’S recommendation, the City Council shall decide whether to damage, alter, modify, change, or remove the PROJECT,

(3) In the event that the CITY decides to damage, alter, modify change, or remove the PROJECT, the ARTIST shall have the first right of refusal to purchase all or part of the PROJECT at the fair market value as determined by a qualified professional appraiser selected by the CITY and the ARTIST for which the CITY and the ARTIST shall share the cost. The ARTIST shall have the right to have her name removed from the PROJECT as an alternative remedy.

This section does not take into consideration the possibility that the proposed alterations may compromise a site specific work of art to the degree that it may have no residual aesthetic value. This section also does not consider the possibility that leaving the remnants of an altered artwork in place may harm the reputation of an artist, regardless of whether that artist’s name has been removed from the project. The work of many artists is so readily identifiable that it may not be possible to remove the association of an altered work with a particular artist. This section should provide for complete removal of the work at the City’s expense if the proposed alteration compromises the Project to the extent that, in the Artist’s or the Public Art Committee’s opinion, the Project is no longer a viable work of art.

(4) In the event of an unanticipated disaster whereby the PROJECT becomes substantially damaged or poses a hazard to lives and property, the PROJECT way be removed from site by the CITY without first appearing before the COMMISSION and without first obtaining the ARTIST’S permission.

10. Care of Project After Completion.

For the lifetime of the PROJECT, the CITY shall maintain and repair the PROJECT and shall have the right to determine if and when repairs or restorations to the PROJECT are necessary, For purposes of this Agreement, “lifetime” shall not be less than twenty (20) years last until the Project or the site have been destroyed.

The ‘lifetime’ of the Project should be determined on a case by case basis, and in many cases should be predi-

cated on the lifetime of the building or site. The City should be responsible for maintenance of the Project for its entire effective lifetime, so that no Project that remains in place would cease to be maintained.

If the need for major repairs to the PROJECT arises during the PROJECT's lifetime, the CITY shall use its best efforts to contact the ARTIST for consultation, If the ARTIST is not available for consultation, the CITY shall have the right to make or cause to be made major repairs and restorations. During the five (5) years following execution of this Agreement by the CITY the ARTIST shall be given the opportunity to make or personally supervise major repairs and restorations for a fee to be negotiated at that time. For the purposes of this Paragraph "major repair" means any restoration of the PROJECT to sound condition that requires specialized professional services, All repairs, restorations, and regular maintenance shall be made in accordance with recognized principles of conservation and maintenance specifications to be provided by the ARTIST in accordance with the Scope of Artist's Services (Attachment B).

b. All parties acknowledge that the PROJECT may be subject to graffiti applied by unknown parties, the CITY reserves the right, to determine what measures, if any, will, be taken to the graffiti. The ARTIST will provide written maintenance instructions that will permit the CITY to effectively remove and protect against graffiti.

II. ARTIST'S Warrantees & Guarantees

a The ARTIST warrants that:

- (1) the PROJECT is the original product of her own creative efforts; and
- (2) unless otherwise stated in this Agreement, the PROJECT is an edition of one.

b. The ARTIST warrants her work to be free from faults of material and workmanship for a period of one (1) calendar year after installation and warrants that her work is clear of any liens from any source whatever. This warranty shall apply only to that work which is entirely that of the ARTIST or of her agents or employees

12. Ownership of Project

The finished PROJECT shall become the property of the CITY once it is accepted by the CITY.

13. Copyright

The CITY acknowledges That the ARTIST is an independent contractor and that the PROJECT is not a work for hire (defined in this Agreement as works produced by employees within the scope of their employment). Except as provided in this Agreement, the ARTIST owns and retains all copyrights in the PROJECT including its preliminary design and incidental works created for the

PROJECT. The CITY has no obligation to sue or defend on behalf of the ARTIST to protect the ARTIST'S claims.

14. Irrevocable License to Reproduce for Non-Commercial Purposes

The ARTIST hereby grants the CITY, without charge to the CITY, an irrevocable license to make, or cause to be made, photographs and other two-dimensional reproductions of the PROJECT for educational, public relations, tourism, and arts promotional purposes without payment of a royalty. New permissible reproductions for the above cited purposes: brochures and pamphlets pertaining to the CITY in books, slides, photographs, postcards, posters, and deemed to be permissible reproductions for the above cited purposes: brochures and pamphlets pertaining to the CITY: reproduction in exhibition catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, and books and art and news sections of Newspapers; in general books and magazines not primarily devoted to art, slides and film strips; video; computer websites; and television.

15. Credit on Reproductions

The CITY agrees that, unless the ARTIST requests to the contrary in writing all formal references to and reproductions of the PROJECT shall credit the PROJECT to the ARTIST and the CITY. The ARTIST agrees that all formal references to, and reproductions of the PROJECT shall include the following credit line: "This PROJECT is sponsored by the City of San Diego."

16. Distribution of Project

The ARTIST shall not sell or duplicate in any scale the PROJECT in its entirety or allow others to do so without the prior written consent of the CITY. This Paragraph is not intended to prevent the ARTIST from taking or disseminating photographs of the PROJECT.

Neither the ARTIST nor the CITY shall sell or duplicate in any scale the PROJECT in its entirety or allow others to do so without the prior written consent of the other. This Paragraph is not intended to prevent either party from taking or disseminating photographs of the PROJECT.

17. Insurance Requirements

a. The ARTIST shall procure, or cause to be procured, insurance for the PROJECT against loss by fire, theft, or any damage during fabrication, storage, transportation, and installation. A certificate of insurance evidencing such coverage shall be furnished to the CITY by the ARTIST.

b. The ARTIST shall procure and maintain General Liability Insurance under the following circumstances.

(1) in the event that the ARTIST physically participates in the on-Site fabrication or installation of the PROJECT or portion of the PROJECT during the Fabrication and Installation Phase, the ARTIST shall procure and maintain General Liability Insurance for the duration of the Fabrication and installation Phase in the amount of ONE MILLION Dollars (\$1,000,000.00 CITY shall be named in the General Liability Insurance policy as an additional insured. In such case, ARTIST shall provide a certificate of

insurance to the CITY thirty (30) calendar days prior to the commencement of on-site fabrication and installation. The ARTIST may satisfy these requirements by adding the CITY and herself on a subcontractor's policy as additionally insured.

(2) In the event that the ARTIST only oversees but does not physically participate in the on-site fabrication or installation of the PROJECT or any portion of the PROJECT by their subcontractor(s), the ARTIST and the CITY shall be named in the General Liability Insurance policy of the subcontractor(s) as additionally insured in the amount of ONE MILLION DOLLARS (\$1,000,000.00). In such case, the ARTIST shall provide a certificate of insurance by the subcontractor(s) evidencing the same. Such certificate shall be submitted to the CITY thirty (30) calendar days prior to the commencement of on-site fabrication and installation phase.

(3) The ARTIST shall require each subcontractor for the PROJECT to procure and maintain General Liability and Workers Compensation insurance coverage for the duration of the PROJECT.

(4) The ARTIST shall not commence on-site fabrication under this Agreement until the CITY has received the ARTIST's insurance certificates for the coverage listed in this Paragraph. The CITY shall not be obligated to the ARTIST or her subcontractors to pay for any loss not covered by, or in excess of, the limits of the insurance carried by the CITY or required to be carried by the ARTIST and her subcontractors.

18. Delays and Extensions of Time

a. If a delay is caused by unforeseen events beyond the control of the ARTIST, the delay shall entitle the ARTIST to an extension of time as provided in Paragraph 18.b, but the ARTIST shall not be entitled to damages or additional payment due to the delay. "Unforeseen events" include war, fires, floods, adverse weather necessitating cessation of work., or other similar action of the elements. No extension of time shall be granted for a delay caused by the ARTIST's inability to obtain materials unless such delay is caused by such an unforeseen event. If delays beyond the ARTIST's control are, caused by events other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the CITY to lie in the CITY's best interests, an extension of time may be granted but the ARTIST shall not be entitled to damages or additional payment due to such delays. If a delay beyond the ARTIST's control is caused solely by action or inaction by the CITY, the delay shall entitle the ARTIST to an extension of time as provided in Paragraph 18.b,

b. Extensions of time, when granted, shall be based upon the effect of delays to the PROJECT. Extensions of time shall not be granted for minor delays to small portions of the PROJECT unless the ARTIST shows that the delays did or shall delay the progress of the whole PROJECT.

C. If delays to the overall facility construction are caused by the ARTIST, except as enumerated in Paragraph 18. b as “unforeseen events” beyond the control of the ARTIST, they will incur liquidated damages of FIVE-HUNDIRED DOLLARS (\$500.00) a day,

Liquidated damages should be negotiated on a case by case basis.

19. Default and Remedies

If the ARTIST willfully or negligently fails to fulfill in a timely and proper manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the CITY shall have the right to give written notice of default to the ARTIST, defining the default(s) and date by which the default(s) must be remedied to avoid termination of this Agreement. The ARTIST shall have thirty (30) calendar days after receipt of the notice to remedy the default(s). Defaults may include, but are not limited to:

- a. Failure to present a work Schedule for review by the CITY in accordance with the Scope of Artist’s Services attachment (B).
- b. Failure to fabricate, deliver or oversee the installation (for artistic purposes only) of the PROJECT as approved by the CITY in accordance with the Scope of Artist’s Services (Attachment B).
- C. failure to produce required documentation. in accordance with the Scope of Artist’s Services (Attachment B).

20. Termination

a. The CITY may, at its option, without farther notice or demand upon the ARTIST, immediately cancel and terminate this Agreement and terminate each, every and all of the rights of the ARTIST and of any and all persons claiming by or through the ARTIST under this Agreement, if any of the following events occur

(1) at any stage of the work the ARTIST abandons the PROJECT; or
(2) The ARTIST defaults in the performance of the Agreement, as described in paragraph 19 of this Agreement, and fails to remedy such default within thirty (30) calendar days following the service on the ARTIST of a written notice from the CITY specifying the default(s) complained of and the date on which her rights will be terminated as provided if such default(s) are not remedied; or

(3) The ARTIST files a voluntary petition in bankruptcy: or

- (4) The ARTIST is adjudicated as bankrupt; or
- (5) The ARTIST makes a general assignment for the benefit of creditors.

b. In the event the CITY elects to terminate this Agreement, the CITY shall pay the ARTIST the reasonable value of the work performed up to the date of termination but not to exceed the amounts as scheduled in the Agreement. All finished and unfinished products prepared for submission by the ARTIST under this Agreement shall, at CITY'S option, become its property upon termination of this Agreement.

C. Any amendments to this Agreement shall be made in writing by the ARTIST and City Manager, acting by and for the CITY.

21. Local Business and Employment

a. The ARTIST acknowledges that the CITY seeks to promote employment and business opportunities for local residents and firms on all CITY contracts. The ARTIST will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Agreement from local residents and firms as opportunities occur. The ARTIST agrees to hire qualified local residents and firms whenever feasible.

b. The ARTIST understands that failure to comply with the requirements in Paragraph 21, and/or submitting false information in response to these requirements, may result in the withholding of progress payments until the ARTIST complies with the above, or termination of this Agreement, and/or suspension from participating in future CITY contracts as a prime or subconsultant, for a period of not less than one (1) year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three (3) years. Failure to satisfy penalties imposed pursuant to this section shall prohibit the ARTIST from participating in future CITY contracts until all penalties have been satisfied.

22. Sub-Contracting

Except as provided in this Paragraph, the ARTIST shall not subcontract this Agreement or any part of this Agreement without the CITY'S prior written approval. Subcontracting without CITY'S approval shall be cause for termination of this Agreement. The CITY acknowledges that the ARTIST may subcontract all or portions of fabrication, however, the CITY retains rights to approve the ARTIST'S selection of fabricators. The CITY retains rights of approval over any changes made by the ARTIST in the fabricators. The CITY shall approve or deny the proposed changes promptly within fifteen (15) working days by written notification to the ARTIST

23. Independent Contractors

The ARTIST and any subconsultants employed by the ARTIST shall be independent contractors and not agents of the CITY hereunder:

a. The ARTIST is an independent contractor and shall furnish all supervision, materials, labor, equipment, supplies, and all other incidentals, except as specific-ally provided herein.

b. No employee of the ARTIST or other, person engaged to perform any work or service required of or by the ARTIST under this Agreement shall be considered to be an employee of the CITY. No claim by any such employee or other person, whether for industrial insurance, unemployment compensation, or any other benefit as entitlement whatsoever, shall be an obligation of the CITY,

c. Any provisions in this Agreement that may appear to give the CITY the right to direct the ARTIST as to the details of doing the work or to exercise a measure of control over the work, mean that the ARTIST shall follow the direction of the CITY as to end results of work only.

24. Employment of Former City Employees

This Agreement may, at the sole option of the CITY, be unilaterally and immediately terminated by the CITY if the ARTIST employs an individual who within the twelve months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the recommendations made to the City Council or to the City Manager in connection with the selection of the ARTIST.

25. Indemnification and Hold Harmless Agreement

a. Except as to the ARTIST's obligations regarding services and the indemnification and hold harmless as set forth in paragraph B below, the ARTIST agrees to defend, indemnify, protect and hold the CITY and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the ARTIST's employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the ARTIST and its agents, officers or employees in performing the work or services herein, and all expenses of investigating and defending against same provided, however, that the ARTIST's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers or employees, or the General Contractor.

CITY agrees to defend, indemnify, protect and hold the ARTIST and her agents, officers and employees harmless from and against

any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the CITY's employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the CITY and its agents, officers or employees, and all expenses of investigating and defending against same provided, however, that the CITY's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the ARTIST, her agents, officers or employees.

b. With regard to the ARTIST's services, the ARTIST agrees to indemnify and hold harmless the CITY and its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorney's fees; arising from the negligent acts, errors or omissions of the ARTIST associated with the project.

26. Nondiscrimination Requirements

a. The ARTIST shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subconsultants, vendors or suppliers. The ARTIST shall provide equal opportunity for subconsultants to participate in subconsulting opportunities. The ARTIST understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the ARTIST and any subconsultants, vendors and suppliers.

b. Upon the CITY's request, the ARTIST agrees to provide to the CITY, within sixty (60) calendar days, a truthful and complete list of the names of all subconsultants, vendors, and suppliers that the ARTIST has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the ARTIST for each subcontract or supply contract. The ARTIST further agrees to fully cooperate in any investigation conducted by the CITY pursuant to the CITY's Nondiscrimination in Contracting Ordinance (Municipal Code sections 22.3401 - 22.3417.) The ARTIST understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the ARTIST up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination In Contracting Ordinance, The ARTIST further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

27. Compliance with the City's Equal Opportunity Contracting Program

The ARTIST shall comply with the CITY's Equal Opportunity and Minority and Women Business Enterprise Contracting Programs, approved by the City Council and filed with the City Clerk as document RR-262633. The objectives of the programs are twofold: 1) to encourage equity in contracting opportunities and 2) to assure that contractors doing business with, or receiving funds from the CITY are Equal Opportunity Employers who achieve, or attempt to achieve, parity in the representation of women and minorities in their work form.

The ARTIST shall submit quarterly reports of contracting activities, in the format specified by the CITY, The report will detail the status of the ARTIST's progress in Equal Opportunity hiring practices and Minority and Women Business Enterprise contracting. The report shall be, submitted to the City Manager through the Project Manager no later than thirty (30) working days after the end of each quarter.

28. Drug-Free Workplace

The ARTIST agrees to comply with the CITY's Drug-Free Workplace requirements set forth in Council Policy 100- 17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The, ARTIST shall certify to the CITY that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Attachment C.)

a. The ARTIST shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

b. The ARTIST shall establish a drug-free awareness program to inform employees about all of the following:

- (1.) The dangers of drug abuse in the work place.
- (2.) The policy of maintaining a drug-free work place,
- (3.) Available drug counseling, rehabilitation, and employee assistance programs.
- (4.) The penalties that may be imposed upon employees for drug abuse violations.

C. In addition to Section 28. a, above, the ARTIST shall post the drug-free policy in a prominent place-.

d. The ARTIST further certifies that each contract for subconsultant services for this

project shall contain language that binds the subconsultant to comply with the provisions of Paragraph 29 of this Agreement as required by Sections 2.A (1) through (3) of Council Policy 100-17. The ARTIST and subconsultants shall be individually responsible for their own drug-free work place program.

29. Americans with Disabilities Act Statement

The ARTIST is responsible for delivering services in accordance with all applicable laws, regulations, and codes, including, but not limited to, the 1990 Americans with Disabilities Act (ADA) and Title 24 California Code of Regulations (Building Code) -as defined in Section 18910 of California Health and Safety Code (Title 24). The ARTIST is responsible as a collections

manager, employer, and CITY representative to comply with all portions of Title 24 and the ADA. (For specific services and public accommodations, the ARTIST may contact the Office of the Americans with Disabilities Act Civil Rights Division, US, Department of Justice, P.C. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The ARTIST acknowledges and agrees that the ARTIST is aware of and will comply with Council Policy 1 00-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated ADA. The ARTIST and subconsultants will be individually responsible for administering their own ADA and Title 24 Program.

30. Product Endorsement

The ARTIST acknowledges and agrees to comply with the provisions of the CITY's Administrative Regulation 95-65, concerning product endorsement. Any advertisement identifying or referring to the CITY as the user of a product or service requires the prior written approval of the CITY.

31. Conflict of Interest

The ARTIST is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 8100, et. seq. The CITY may determine that a conflict of interest code requires the ARTIST to complete one or more statements for economic interest disclosing relevant financial interests. Upon the CITY's request, the ARTIST shall submit the necessary documentation to the CITY. .

a. The ARTIST shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

b. The ARTIST's personnel employed on the project shall not accept gratuities or any other favors from any subconsultants or potential subconsultants. The ARTIST shall not recommend or specify any product, supplier, or contractor with whom the ARTIST has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations or policies.

C. If the ARTIST violates any conflict of interest laws of any of the provisions in Paragraph 3 1, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the ARTIST to liability to the CITY for attorney's fees and at damages sustained as a result of the violation.

32. Mediation

a. if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through

normal contract negotiations the ARTIST and the CITY agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the mediation rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

b. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator (MEDIATOR), and the cost of any proofs or expert advice produced at the direct request of the MEDIATOR, shall be borne equally by the parties, unless they agree otherwise,

C. A single MEDIATOR that is acceptable to both parties shall be used to mediate the dispute, The MEDIATOR maybe selected from lists furnished by the AAA or any other agreed upon MEDIATOR. To initiate mediation, the initiating party shall serve a

Request for Mediation on the opposing party.-If the Mediator is selected from a list provided. by AAA, the initiating party shall concurrently file with AAA a Request for Mediation along with the appropriate fees, a. list of three requested Mediators marked in preference order, and a preference for available dates. (I If AAA is selected to coordinate the mediation (ADMINISTRATOR), within ten working days from the receipt Of the initiating party's Request for Mediation. The opposing Party Shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates, If the opposing party strikes all of initiating party's preferred Mediators, opposing party shall submit a list of three preferred Mediators listed in preference order to initiating party and ADMINISTRATOR. initiating party shall file a list of preferred Mediator listed in preference order, after striking any Mediator to which they have any factual objection, This process shall continue until both sides have agreed upon a Mediator.

(2.) The ADMINISTRATOR will appoint or the parties shall agree upon the highest, mutually preferred Mediator from the individual parties' lists who is available to serve within the designated time frames.

(3.) If the parties agree not to use AAA, then a Mediator, date and place for the mediation shall be agreed upon

d. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the party's legal position. The CITY and the ARTIST may agree to exchange any information they deem necessary Both the ARTIST and the CITY must have an authorized representative attend the mediation, Each representative must have the authority to recommend entering into a settlement. Either party may have. attorney(s) or expert(s) present. Upon reasonable demand, either party may request and receive a list of witnesses and notification whether attorney(s) will be present.

(2.) Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both the ARTIST and the CITY. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery,

33. Notices

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the CITY shall be addressed to the Project Manager at City of San Diego Engineering and Capital Projects, 1010 Second Avenue, San Diego, CA 92101, and notice to the ARTIST shall be addressed to—

34. Headings

All article headings are for convenience only and shall not affect the interpretation of this Agreement,

35. Non-Assignment

The ARTIST shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the CITY’s prior written approval. Any assignment violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the CITY. In no event shall any putative assignment create a contractual relationship between the CITY and any putative assignee.

36. Covenants and Conditions

All provisions of this Agreement expressed as either covenants or conditions on the part of the CITY or the ARTIST, shall be deemed to be both covenants and conditions.

37. Compliance with Controlling Law

The ARTIST shall comply with all laws, ordinances, regulations, and policies of the federal, state and local governments applicable to this Agreement. In addition, the ARTIST shall comply immediately with all directives issued by the CITY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

38. Jurisdiction, Venue and Attorney’s Fees

The venue for any suit or proceeding concerning this Agreement; the interpretation or application of any of its terms, or

any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

39. Successors in Interest

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

40. Integration

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agent-, or employees shall be valid unless made in the form of a written change agreed to in writing by both parties or an amendment to this Agreement agreed to by both parties. All prior negotiations and agreements are merged into this Agreement.

41. Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

42. No Waiver

No failure of either the CITY or the ARTIST to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach,

43. Severability

The unenforceability, invalidity, or illegality of any provision of Us Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal.

44. Municipal Powers

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the CITY as a chartered city of the State of California.

45. Drafting Ambiguities

The CITY and the ARTIST agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to his Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement

46. Signing Authority

The representative for each party signing on behalf of corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other party or parties hereto harmless if it is later determined that such authority does not exist.

PUBLIC ADDRESS ARTIST BIOGRAPHIES

WICK ALEXANDER

Wick Alexander is a third generation Californian known for narrative painting around border issues. He earned both his B.A. and M.F.A. from the University of California, San Diego. He taught in the UCSD art department, at San Diego State and in a correctional center for the U.S. Department of Justice. In 1996 he was the invited Artist in Residence at Banff Centre for the Arts, Alberta, Canada.

Winner of grants from the Ford Foundation, the National Endowment for the Arts and the California Arts Council, his paintings have been sought for collections and frequently featured in prominent southwestern venues. Exhibition highlights include; "Transcending Borders" at Centro Cultural in Tijuana, Mexico, 1996's Biennial at the Museum of Fine Arts in Santa Fe, New Mexico and in that same year, "Common Ground" at the Museum of Contemporary Art in San Diego, California. Mr. Alexander was a featured artist in Escondido's California Center for the Arts 1999 review, "California: A Second Glance."

Wick's Californian Public Art projects feature painted murals, banners, mosaics and in an outdoor project for Culver City, six moving zeotropes. His "Basketball Walls" in Carlsbad, powerfully transforms the interior of a Rec Center and "Pillars of the Community" runs the length of South Escondido Boulevard in Escondido. For "Art Ark" he won an Orchid Award from the

American Institute of Architects and from the American Public Works Association, Project of the Year in Landscape Design for "Processional Passage".

ROBIN ANN FENTON BRAILSFORD

Robin Brailsford an M.A. and M.F.A. sculpture graduate from the University of New Mexico has taught 3D design both at that institution and as head of department at Loyola Marymount University in Los Angeles. Her exhibition record includes shows at Opus Gallery in Miami, FL, Self Help Graphics in Los Angeles, CA. and a one woman show "Brailsford" at Museo Bellas Artes in Juarez, Mexico. She has been invited for residencies at the Banff Centre in Alberta, Canada and the Pilchuck School in Stanford, Washington.

Ms Brailsford's present focus is Public Art and infrastructure projects relating to environmental issues. Current commissions are ambitious affiliations with multi skilled professional design teams. This has inspired the creation of POWER BUTTON STUDIOS where the artist is lead. She regularly works with architects, engineers, landscape architects and other creative individuals, such as poets.

At various stages of completion are; major transit stations for the cities of Santa Monica, California and Phoenix, Arizona, the six acre "Bird Park" at the eastern boundary of Balboa Park in San Diego, California and her contributions as artist member of the Camp, Dresser and McKee design team who is overseeing a \$200 million upgrade at the Miramar Water Treatment Plant.

Robin has won awards from the American Society of Civil En-

gineers for “Hollister Street Bridge”, an Orchid award from the American Institute of Architects for “Processional Passage” at City Heights Library and for that same site, Project of the Year from the American Public Works Association.

MARY LYNN DOMINGUEZ

Mary Lynn Dominguez is a brilliant colorist celebrated for her glass, tile, wood and mosaic murals. She has a rich and varied background that includes fiber and book arts and is currently a collaborator on landmark monumental public sculptures. She holds B.F.A. and M.F.A. degrees from the Los Angeles Otis Art Institute and has taught intermittently at San Diego State University.

Her work enhances hospitals, libraries, an airport, a juvenile probation center and other public and private venues. She has won four Orchid Awards from the San Diego County chapter of the American Institute of Architects: “Illuminations” is a 300 ft glass tile functional mural at Imperial Beach, “Sea Shells” whimsically transforms 12 public conveniences at Lindbergh Field and “Stepping Stones” are intimate gems on the walls of City Heights Library. “Carley’s Magical Gardens” at Children’s Hospital is a memorial featuring garden seating and play structures. At the same location, “The Children’s Wall” is a whimsical bronze and tile, interactive mural created with sculptors Jesus Dominguez and Ellen Phillips. “Flight/Alight”, another team effort with Ms Phillips employs bronze bird silhouettes to define a street median in Mission Hills, San Diego.

Projects now under construction include a floor mosaic, the

“River of Life” at Mercy Hospital and a mosaic mural for the 12 Step Garden at Scripps McDonald Center. “Shedding the Cloak” a 14 ft bronze has recently been installed on the Dr. Martin Luther King Jr. Memorial Promenade in San Diego, California. The latter, a collaboration with Jerry and Tama Dumlao is prominently accessible across the street from the San Diego Convention Center.

DIANE GAGE, Ph.D.

Diane is a poet, artist and writer. A San Diego resident since 1972, she feels great affection for the particular beauties of this region. She likes to join with those who also care to shape a built environment mirroring, playing with and paying homage to the gifts nature has lavished here, gifts which include flourishing hybrids of human cultural vitality. Dr. Gage brings to Public Address her poet’s heart, artist’s eye and writer’s hand. Most recent publication: “The World Is Dissolving” in 2003 Women Artists’ Datebook, published by Syracuse Cultural Workers.

MATHIEU GREGOIRE

Mathieu Gregoire does very big public projects and collaborations, and much more intimate temporary installations that involve objects that don’t necessarily seem to belong together. He has exhibited in various parts of the country including the Mattress Factory in Pittsburgh, the Lannan Foundation and the Kohn Turner Gallery in Los Angeles and the Museum of Contemporary Art San Diego. Large, permanent works include ‘Blue Granite Shift’ at the California Center for the Arts in 1995, another at Waterfront Park in Portland, Oregon in 1999, and

most recently an unusual football collaboration in Denver. He has created master plans for sites such as the Point Loma Wastewater Treatment Plant, bringing together artists and design professionals. He has received fellowships from the National Endowment for the Arts and the Louis Comfort Tiffany Foundation. Gregoire has also developed and managed the site projects of many artists for the Stuart Collection at UCSD. He is a Lecturer at UCSD, and was an Assistant Professor at the Art Department of the University of Nevada Las Vegas in 1998-99.

LARRY HERZOG, Ph.D.

Larry is a writer, photographer and college professor. He is a tenured Professor of City Planning in the School of Public Administration and Urban Studies, San Diego State University, San Diego, California. Herzog specializes in urban/environmental design, public space, community planning, downtown redevelopment, and international/ regional development with an emphasis on Latin America, Mexico and the Mexico-United States border. His work has been published extensively both in academic and popular media publications.

Herzog has written numerous freelance essays and articles for popular media publications including the *Los Angeles Times*, *New York Newsday*, *San Francisco Chronicle*, *San Jose Mercury News*, *Times of the Americas*, and *San Diego Union*, as well as on the web magazine, *The Globalist*. He has consulted for KPBS-TV, MSNBC, Pacific News Services and other media outlets. He is currently a contributing writer for the web mag-

azine *Globalist.com*. His black and white photographic exhibition "Parallel Universes: Mexican Images/Global Cities" has exhibited in Mexico and the United States.

NINA KARAVASILES

Nina Karavasiles is an installation artist who has exhibited widely in the Southern California area as well as nationally. She received a Bachelor of Fine Arts degree from Montserrat College of Art in Massachusetts and attended the University of California, San Diego where she was awarded a Master of Fine Arts degree in 1996.

Karavasiles is currently working on public art commissions for the 70th St. Trolley Station in La Mesa (due for completion in 2005). "Recipe for Friendship" a sculpture installation for Amici Park in the neighborhood of Little Italy in San Diego was dedicated last year. Pieces like Signifire (fire station #11), Social Circles (Southwest College), and Saline (Insite, Scripps Aquarium) would indicate a direction in only public art, but her work ranges as far as the genre of performance, *La Nave dei Folli 2* in Locarno Switzerland. Nina's last one person show featured gallery scale works in plaster and metals.

Additional references include "Signifire: Art in the Public Realm" a documentary video produced by UCSD TV, "Private perceptions pertaining to properties particular to Public Art" a book published in 1996, and the acclaimed web site www.ninak.org

DEBBY and LARRY KLINE

Debbly and Larry Kline met in the 1980,s while attending John

Herron School of Art; Indiana University/Purdue University at Indianapolis, where both artists earned their BFAs. Larry completed his MFA studying under the tutelage of Grace Hartigan at the Maryland Institute, School of Art. Both artists have significant individual exhibition histories as well as extensive backgrounds in museum work which include The Museum of Contemporary Art, Chicago; The Chicago Art Institute; The Indianapolis Museum of Art; and the California Center for the Arts. The artists have lectured on various aspects of the arts and have recently initiated an artist's think tank, in order to foster a more vibrant art community in southern California. Debby was Acting Director of the California Center for the Arts, Escondido, for one year and is currently the President of the Board of COVA (Combined Organizations for the Visual Arts.) Both have acted as curators for various exhibitions. They were honored in 2001 with a grant from Gunk Foundation, New York, for their ongoing project, "The Electric Fields of California." They will be featured in a solo exhibition at Tres Gallery, San Diego, in November of 2002.

THE KLINES is the product of a cooperative effort by artists Debby and Larry Kline. They are currently working on a series of conceptual art projects which focus on political, economic and social issues designed to question the status quo. Upcoming projects will address issues of religious tolerance, US/Mexico relations, governmental issues, the electrical power industry and the nature of creative thought. These projects will include a range of media from installations to large-scale performances.

MARIO LARA

Mario Lara has been a resident of San Diego for over 30 years. He pursued studies in Fine Art and Environmental Design at San Diego State University (BA 1978). Mario has executed numerous public, community, and environmental art projects nationally. He received a Fellowship from the California Arts Council in 1988 in the New Genre category. He was also invited by the City of San Diego Commission for Arts & Culture in 1990 to assist in the development of the Public Art Master Plan as well as administrate the renovation of the murals in Historic Chicano Park. Mario recently received a Master of Fine Arts degree (MFA 2000) from the University of California at San Diego supported by a Fellowship from the U.S. Department of Education's Jacob K. Javits Foundation Program. He is currently working as a member of a collaborative team on a public art project for 30th Street/Switzer Canyon and teaches art and design at various colleges in the San Diego area. His projects include the 30th Street/Switzer Canyon Neighborhood Enhancement Project, 1998 - present; and the San Diego High School Addition & Reconstruction, 1993 - 96. They can be viewed online at www.artemedia.com/artists/mlara

AIDA MANCILLAS

A revised biography to be provided at a later date.

PHILIP MERLIN MATZIGKEIT

Philip Matzigkeit, a Southern California native, spent his formative years on the mission field in rural Zimbabwe where Africa

was absorbed largely by osmosis. This has deeply affected his aesthetic and vision of the world. His first museum exhibition was for the Rhodesia National Gallery in 1972. He earned his B.A. at the University of Washington and an M.A. in Environmental Design at San Diego State University under maverick architect, Eugene Ray. Emphasis has been on architectural collaborations and on teaching youth in a kind of Pied Piper fashion. Projects of a social service nature and dozens of murals with schoolchildren paved his pathway into public art. He received grants, commissions and a purchase award from the Seattle, King County and Washington State Arts Commission near their inceptions and was documented by the National Endowment for the Arts and World Book Encyclopedia as early as 1976. He has taught and conducted workshops and residencies at all levels.

In California he apprenticed with internationally known artist/architect, James Hubbell and won competitive commissions for the Carmel Valley Library: "Beauty be Witness in the Lost Realms" and "Ever at Play in the World..." are mural friezes and 8 ft mosaic medallion respectively. "Rock of Aegis" a massive 450 ft concrete bas-relief on the retaining walls of the Penasquitos Pump Station, commissioned by the City of San Diego and Boyle Engineering and a second relief at the same location, "Coyote Talk" were highly successful collaborations with Mexican artist, Maestro Alvaro Blancarte and metals artist, Fe McQueen. Together they demonstrate the effective outcome of artist, architect, landscape architect, engineer and contractor cooperation.

Currently Mr Matzigkeit teaches design at San Diego State Uni-

versity, freelances for local architects and volunteers for youth and the International Snow Leopard Trust. A project for a pedestrian bridge and street enhancement at Switzer Canyon in North Park, San Diego won an AIA award in 2000. A collaboration with architect Kotaro Nakamura and installation artist, Mario Lara, it awaits funding. Pending is "Solana Bateau", a seaside, boat shaped bench inspired by Mexican folk art for the City of Solana Beach.

ANNE MUDGE

Anne Mudge, a native of McKeesport, Pennsylvania earned her BFA after studying at both Idaho State University and the University of Oregon, Eugene. Exhibits in the United States include sponsorship by the San Diego Museum of Contemporary Art and the List Visual Arts Center at M.I.T. Currently she is represented by the David Zapf Gallery in San Diego and the Roy Boyd Gallery of Chicago.

Mudge's Public Art projects include temporary site specific installations for the City of Carlsbad, California and for inSite94, a binational exhibition. She designed, fabricated and installed a permanent landmark adjacent to the freeway for the community of North Park that has become a de facto gateway to that neighborhood. Her current projects include sculptural elements to be incorporated into the San Diego State University underground light rail station as part of the design team for the San Diego Metropolitan Transit Board design Team.

ELLEN PHILLIPS

Ellen Phillips is an internationally exhibited sculptor/installation artist working in both permanent and temporary site-specific public art. She holds a M.F.A. degree from San Diego State University and has taught intermittently at SDSU and Mesa College. She has received a San Diego NEA/CITY/COMBO Fellowship Grant and, in 1994, was an invited artist in residence at Sam Houston State University, Huntsville, TX. Her significant exhibition history includes the Lausanne Biennial, Switzerland, and other exhibitions in Europe and Mexico. The work deals with cityscape, landscape and the human condition.

Ellen's public art work enlivens Dairy Mart Bridge, San Diego, with photos and stories of the 1916 flood photo etched onto granite in viewpoint benches, and water symbols of all cultures and ages on entry pillars, picket railings and benches. Bridge shape reinforces wave/water patterns. The bridge was awarded Transportation Project of the Year by the American Public Works Association (San Diego and Imperial Counties). "Carley's Magical Gardens" at Children's Hospital is a memorial featuring garden seating, fountain, and play structures and was created in collaboration with Mary Lynn Dominguez and others. This project received an Orchid Award from the San Diego Chapter of the American Institute of Architects. At the same location, "The Children's Wall" is a tile and bronze interactive mural built in collaboration with Mary Lynn Dominguez and Jesus Dominguez, the team which also created "Journey", a polychrome wood mural that stretches across two rooms of Malabar Library, Los Angeles. "Flight/Alight", another team effort with Ms. Dominguez, brings a flight of patinaed steel birds in to land

on a street median in Mission Hills, a part of the Washington Street Beautification Project for the City of San Diego.

LYNN SUSHOLTZ

Revised biography to be provided at a later date.

