



CIVIC ART PROCEDURES

April 11, 2016

Enriching Lives



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Procedures which guide implementation of, and are in accordance with, the Civic Art Policy will be updated by the Arts Commission based on recommendations presented by the Civic Art Committee. Each year, any changes to the Procedures will be included as part of the Civic Art Program Annual Report to the Board of Supervisors.

I. ARTIST SELECTION

The participation of quality, accomplished artists is essential to the success of the Civic Art Program. Project Coordination Committees with input from Arts Professionals and Artist Selection Panels play a critical role in the selection of artists for the Civic Art Program.

A. Artist Selection Panels

A majority of panelists will be individuals who have a background or professional expertise in the arts. Panels will be facilitated by Civic Art Program staff. Panelists will be paid according to a fee schedule developed by staff. Panels will reflect knowledge and interest in art, as well as community concerns. The following groups may have representation on selection panels:

1. Artists;
2. Art-related professionals and knowledgeable community members, including curators, art historians, writers and critics, art administrators, collectors, art activists and art volunteers;
3. Design professionals; and
4. Community representatives.

Panelists will use the following criteria in evaluating artists' qualifications:

1. Visual images, portfolios, studio visits or other documentation of excellence;
2. Ability to respond to the specific contextual issues and considerations of a particular project, its community and users;
3. Ability to successfully manage all aspects of the project including budgets, committees, sub-contractors, installers and other construction and administrative logistics; and
4. Credentials, including experience, training, and critical or other professional recognition.

B. Selection of Project Artist(s)

1. Civic Art Program staff will work with the Chief Executive Office (CEO) to identify eligible capital projects at the programming stage that will move forward and have a civic art allocation. Civic Art Program staff will implement a preliminary planning process to identify the preferred approach to the selection of an artist for the project prior to the selection of a lead design/engineering team for the associated capital project.

2. Preliminary planning will include input from the CEO, Supervisorial Office and Department. Once the preferred approach is determined, the Civic Art Program staff will establish a Project Coordination Committee, if appropriate.
3. Artists can be selected in one of the following ways:

a. Selection from the Pre-Qualified List of Artists by the Lead Design/Engineering Firm

The lead design/engineering firm, in responding to a Request for Proposals for a County capital or refurbishment project, will be encouraged to include an artist as an equal member of the design team. An artist selected by the lead design/engineering firm must be selected from the Pre-Qualified List of Artists. Civic Art Program staff will participate in the review of firms who elect to include an artist as an equal member of the design team.

All County capital or refurbishment projects identified as having a civic art component will include standard language in the Request for Proposals issued by the Department of Public Works or Community Development Commission regarding an artist(s)' involvement in the design process.

If the lead design/engineering firm does not select an artist or the Project Coordination Committee does not approve the artist(s) selected by the lead design/engineering firm, the Committee, with representation from the lead design/engineering firm, can select an artist for the project from the pre-qualified list of artists or issue a call for artists.

b. Selection from the Pre-Qualified List by Project Coordination Committee

The Civic Art Program project manager will consider the overall project and make recommendations regarding artist eligibility requirements. The Project Coordination Committee will then meet to review the artists on the pre-qualified list that meet the eligibility requirements and will establish a short list of finalists. The artist may be selected directly from the Pre-Qualified List, or the Project Coordination Committee may elect to interview finalists or request preliminary proposals.

c. Selection by the Project Coordination Committee through a Call for Artists

In some instances due to the scale, importance or unique nature of a project, the Project Coordination Committee may decide to develop a call for artists for that specific project. In these instances, a special artist selection panel will be assembled by Civic Art Program staff and will include people with specific expertise in the arts, in addition to the Project Coordination Committee and a representative of the lead design/engineering firm. Artist(s) selected by this method may or may not be on the Pre-Qualified List.

The Project Coordination Committee may elect to select an artist through an open competitive Call for Artists. The Call for Artists will identify the anticipated project budget, scope of work, estimated project timeline and

eligibility requirements. A shortlist of artists responding to the Call for Artists may be interviewed or requested to develop preliminary proposals.

d. Selection from a Limited Invitational Competition

A limited number of artists from the Pre-Qualified List, or artists with professional experience in a specific discipline appropriate to the project may be invited for interview or to develop preliminary proposals.

e. Direct Selection

In some situations, it may be appropriate to directly select an artist for a civic art commission opportunity. The recommended artist may be interviewed or may be requested to develop a preliminary proposal.

f. Developer Delivered Capital Projects: Selection Through a Professional Consultant or the Arts Commission

When a County Capital Project for a County operated facility is to be built by a developer, the developer will select an artist through a professional art consultant from the Arts Commission's pre-approved list or work with the Arts Commission in accordance with the guidelines outlined in the Civic Art Procedures.

4. For each of the methods of selection, an artist and at least one alternate will be selected. If a preliminary proposal is requested, an honorarium will be paid to the artist(s).
5. Artists will not be eligible for more than two County projects at any given time. Artists who have artwork in the County's Civic Art Collection will not be eligible for future projects unless the project has a higher budget than the previous project. Exceptions will be made if the project will benefit due to:
 - a. Geographic proximity to the previous project(s).
 - b. Conceptual, thematic, or population relativity, such as a departmental or a regional effort.
 - c. Compatibility of project schedules.
 - d. The artist's unique qualifications.

C. Establishment of Pre-Qualified List

The Arts Commission will establish a Pre-Qualified List of artists for County civic art projects. The list will be updated on an as needed basis or, every two years, and will include categories for established as well as emerging artists. The list will include local, regional and national artists.

Artists interested in being considered for County projects will be invited to submit their qualifications. A selection panel, composed of five to seven people from the list of panelists approved by the Arts Commission, will be convened to review and select

the applicants. Once selected, artists will be able to remain on the eligibility list for four years before they need to re-apply.

D. Conflicts of Interest

Anyone in a position to receive financial gain from the selection of artists will be ineligible to serve on a selection panel. Panelists must declare any conflict of interest and abstain from voting if a conflict of interest arises.

Artists or members of their immediate family who serve on the Los Angeles County Arts Commission will not be commissioned or receive any direct financial benefit from the Civic Art Program during their tenure on either of those bodies. This restriction will extend for the period of one year following the end of service and indefinitely for projects that were developed or acted upon during the artist's tenure on the Commission.

II. DEVELOPER DELIVERED COUNTY CAPITAL PROJECTS

Civic art requirements for one percent of design and construction costs apply to developer built and/or delivered County capital projects. (Herein after, "developer delivered")

A. Solicitation Phase:

1. If a Request for Qualifications (RFQ) is issued for this project, the RFQ will make proposers aware of the Civic Art Policy.
2. The Request for Proposal (RFP) will notify the bidders of the civic art requirements and will include the Civic Art Policy, the Civic Art Procedures and the Developer Delivered Civic Art Guide as an appendix to the RFP.

Prior to the issuance of the RFP, the Arts Commission and the lead County agency/department will:

- a. Determine the delivery model for civic art using one of the following methods:
 - i. Management of the civic art development, fabrication, and installation, and/or other appropriate delivery by a professional arts consultant retained by the developer. All arts consultants retained by the developer must be selected from a prequalified list developed by the Arts Commission; or
 - ii. Management of the civic art development, fabrication, and installation and/or other appropriate delivery by Arts Commission staff; or
 - iii. An alternative method for managing the development, fabrication, and installation and/or other appropriate delivery, of civic artwork provided the method is mutually acceptable to the Arts Commission and the lead County agency/department.

- b. Identify Civic Art opportunities as defined in the Civic Art Policy.
- 3. The RFP will notify the bidders of the civic art requirements and will include the Civic Art Policy, the Civic Art Procedures and the Developer Delivered Civic Art Guide as an appendix to the RFP.
- 4. When the delivery model is managed by the proposer through a professional arts consultant pursuant to section A.2.a.i above, the proposer must, as part of their approach to development services outlined in their response to the RFP:
 - a. Identify the art consultant from the prequalified list; and
 - b. Submit a narrative statement indicating how the civic art project will satisfy the Civic Art Policy.

B. Art Commission Delivery Model:

When the delivery model utilizes the Arts Commission pursuant to section A.2.a.ii above, the civic art will be delivered in accordance with Section I. Artist Selection of these Civic Art Procedures and Section IV. Implementation of Civic Art Projects of the Civic Art Policy.

C. Developer Delivered County Capital Projects Delivery Model:

1. Contract Negotiation Phase:

Once the lead County agency/department has selected a prospective developer, during the contract negotiations with the developer, the developer must submit to the Arts Commission for review and approval a **Civic Art Plan** that includes the following per the Developer Delivered County Capital Projects Civic Art Guide:

- a. Artist qualifications and biography;
- b. Conceptual art proposal; and
- c. Engagement plan.

2. Civic Art Plan Implementation Phase: Includes all steps and processes to implement the Civic Art Plan

- a. Design, Fabrication and Installation is subject to Arts Commission review and approval. The approved art consultant will submit the following:
 - i. Developed Civic Art Design Proposal
 - 1) Narrative;
 - 2) Proposed schedule;
 - 3) Preliminary budget; and
 - 4) Color drawings or visuals
 - ii. Final Civic Art Design Packet
 - 1) Revised budget;

- 2) Fabrication plan;
- 3) Installation Plan;
- 4) Conservator Review;
- 5) Maintenance Plan; and
- 6) Final Scaled drawings or renderings

b. Final Approval and Verification

Final County approval for any civic art will not be granted until the Arts Commission has verified that the developer has delivered all civic art requirements in accordance with the Final Civic Art Design, which includes but is not limited to the following closeout documents provided in the Developer Delivered County Capital Projects Civic Art Guide:

- i. Final art budget and itemized costs;
- ii. Completed "Civic Art Program Art Maintenance and Conservation Record" form;
- iii. As-built documentation pertaining to the civic art;
- iv. Declaration of Covenants;
- v. Artist copyright registration for civic art;
- vi. Professional photography of civic art;
- vii. Completed "Indirect Hire Survey" form; and
- viii. Plaque(s) identifying the civic art title, year, media and credits the Los Angeles County Arts Commission and Civic Art Program. Required format and content is outlined in the Plaque Template and Specifications section of the Developer Delivered County Capital Projects Civic Art Guide.

Upon the Arts Commission review and acceptance of the closeout documents, the Arts Commission will issue a Notice of Acceptance for the civic art verifying compliance with the Civic Art Policy and Procedures.

- c. **Costs.** If the cost of the actual design, fabrication, installation, and/or other delivery of the agreed upon civic art exceeds the budgeted amount the developer will be solely responsible for the overage. The developer must not request any compensation or other adjustment to the contract to account for any overage.

3. Further Terms and Conditions:

- a. The County retains approval over any submittals related to the civic art requirements and reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer for any reason and at the County's sole discretion.
- b. Intellectual Property Rights, Moral Rights, Copyright and Derivative Works
 - i. The artist will be required to waive his or her rights pursuant to the California Art Preservation Act (CAPA) and the Visual Artists Rights Act of 1990 (VARA), to the fullest extent allowed by law. The substance of such waiver will be provided by the Arts Commission and such waiver must be included in writing and signed by the developer, the artist, the Executive

Director of the Arts Commission, and approved as to form by County Counsel.

- ii. The artist will be required to grant the County a perpetual, exclusive, and royalty-free worldwide license to reproduce, distribute and/or display two or three-dimensional reproductions of the artwork, in its final form and as depicted in any of its design stages for any non-commercial purpose, including, but not limited to, advertising, brochures, posting on a County web page, media publicity, catalogues and similar uses and/or publications. Such license must be in a form acceptable to the County, and contained in writing and signed by the developer, the artist, the Executive Director of the Arts Commission, and approved as to form by County Counsel. (See also Section X, Granting Permission to Use Images of Artwork.)

III. FINANCIAL PROCEDURES

A. Changes in Capital Projects

In the event a capital project is cancelled, unencumbered project funds transferred to the Civic Art Special Fund as part of a Civic Art Allocation for the cancelled project will be returned to its originating funding source.

If the final project budget, at the time of an award of the project's construction contract, increases by more than 10%, the Civic Art allocation for the project will be adjusted to reflect the new budget.

If the final budget, up to the time of award of the artist's contract, decreases by more than 10%, the civic art allocation for the project will be adjusted to reflect the new budget.

B. Pooled Funds

For civic art allocations that are under \$75,000, the preferred approach will be to pool funds within the B-14 Civic Art Special Fund by District or by District and Department. The appropriate Supervisorial Office will have the option to recommend pooling all, or a portion of, any civic art allocation within the appropriate District fund.

C. Operational Efficiency

The payment authority for all civic art projects will be managed by the Arts Commission with the exception of projects funded with commercial paper, bonds and/or state/federal grants.

IV. MAINTENANCE AND CONSERVATION OF ARTWORK

The Civic Art Program is a resource for the maintenance and conservation of existing and newly commissioned artworks.

A. Routine Maintenance

The Arts Commission encourages the design of civic art that will require limited maintenance. Commissioned artists are required to provide written maintenance instructions and detailed methods of fabrication for their artworks as part of their fabrication contract. When a commissioned artwork is completed and accessioned, or when an existing artwork is conserved or repaired, Civic Art Program staff will provide the County department with written maintenance instructions.

Routine maintenance of civic art is the financial responsibility of the County department that owns and maintains the facility and/or site where the artwork is located. The County department will work with Civic Art Program staff and individual artists to develop artwork maintenance plans for all department-owned civic art, and integrate the maintenance of artwork within the department's annual operating budget. All maintenance will be performed with reference to the maintenance guidelines established by the artist as part of their contractual agreement to produce the work.

Civic Art Program staff will maintain a database which contains the maintenance and care instructions and requirements for each artwork.

B. Conservation, Restoration, and Repair

Based on periodic condition assessments, Civic Art Program staff will work with the Board offices, the Chief Executive Office (CEO), the Department of Public Works (DPW), the Community Development Commission (CDC) and County departments to identify conservation projects and priorities. Civic Art Program staff, in conjunction with the County departments and offices above, will oversee artwork conservation projects.

Although routine maintenance will be the responsibility of the County departments (see above), Civic Art Program staff will review condition assessments and recommend priority conservation, restoration or repair projects for consideration by the Board of Supervisors during the County's annual budget process. Funding approved by the Board of Supervisors for extraordinary conservation activities will be included in the County's Extraordinary Maintenance Budget under a separate account.

Civic Art Program staff will attempt to contact the artist for recommendations prior to engaging in any repair or conservation efforts. Departments will consult with Civic Art Program staff for conservation standards to be followed, regardless of the funding source for the conservation or restoration project.

V. GIFTS AND LOANS

Prior to acceptance of any gift or loan of civic art, the Arts Commission and the recipient department must review and approve the gift. The main role of the Arts Commission is to ensure that all gifts or loans of civic art are of high quality, are appropriate for their site and audience, and that funds are secured so that the artwork will be adequately maintained. Additionally, the Arts Commission will use its expertise to evaluate the legal

instrument of conveyance or loan that addresses the title of the artwork and defines the rights and responsibilities of all parties.

A. Arts Commission Role

The Arts Commission will receive a staff report along with a copy of submitted materials. If needed, Commissioners may hear a summary presentation by the donor before taking action. The Arts Commission may approve, reject or refer the proposed gift or loan back to staff for further evaluation.

B. Civic Art Program Staff Role

Civic Art Program staff will respond to all donor inquiries and educate donors on the requirements, especially financial commitments, and processes for approval of gifts or loans of existing or proposed civic art. Staff will assist donors in assessing whether the donation is feasible.

If the donation seems feasible and the donor's interest strong, staff will meet with the donor and review in detail the required submittals and explain the Arts Commission's approval process.

After meeting the donor, staff will work with the recipient department to:

1. Determine that the gift or loan is compatible with the department's site or facility;
2. Assess whether the gift or loan is likely to be approved by the department;
3. Provide technical assistance in negotiating the terms of the legal instrument of conveyance or loan; and
4. Provide guidance on establishment of a maintenance fund for the donated or loaned artwork.

A report summarizing the proposed gift or loan will be prepared by staff and, using the criteria below, staff will recommend that the Arts Commission approve, reject or refer the proposed gift or loan back to staff for further evaluation. Staff will also include the gifted or loaned artwork on the Civic Art Program web page so that the public may learn more about it.

C. Criteria for Evaluating a Gift

The following criteria will be used in evaluating existing or proposed artwork by Civic Art Program staff when preparing its report to the Arts Commission and by the Arts Commission when determining whether to approve, reject or refer the proposed gift or loan:

1. Existing Artwork
 - a. The artwork is of high quality.
 - b. The artwork fits the proposed location in terms of the physical setting and audience.
 - c. The artwork will have a plaque consistent with Civic Art Program standards.

- d. The donor has committed to cover all costs associated with delivery and installation of the artwork.
- e. The Arts Commission has evaluated routine and future maintenance and conservation requirements of the artwork and has determined an amount that will cover all these costs.
- f. The donor and the recipient department have established a maintenance fund to cover all routine and future maintenance costs.
- g. The proposed legal agreement between the donor, the recipient department, and the Arts Commission adequately addresses issues of ownership or loan, copyright, liabilities, maintenance and deaccessioning.

2. Proposed Artwork

- a. The artwork is of high quality and well designed.
- b. The artist's qualifications demonstrate the experience and skill necessary to complete a project of this scale and scope.
- c. Proposal is sufficiently detailed so that it can be fully evaluated.
- d. The artwork is appropriate for the proposed site in terms of the physical setting and potential audience.
- e. The scale, form, context and design of the artwork are appropriate for the setting (local design standards may be taken into consideration).
- f. Informational and other plaques have been included and are consistent with Civic Art Program standards.
- g. The donor has identified all costs associated with design, fabrication, permits, bonding, insurance, transportation and installation of the artwork and has identified sources for funding.
- h. The Arts Commission has evaluated routine and future maintenance and conservation requirements of the artwork and has determined an amount that will cover all these costs.
- i. The legal agreement between the donor, the recipient department, and the Arts Commission adequately addresses issues of ownership, copyright, liabilities, maintenance and deaccessioning.

D. Required Donor Submittals

The following should be submitted to the Civic Art Program:

1. Existing Artwork

- a. Donor Information: Donor name, address, phone, fax and email. If the donor is an organization or a committee, provide information on all board or committee members and a copy of the organization's non-profit status forms, if applicable.
- b. Artist/Designer Biography: Summary of the artist or designer's qualifications.
- c. Description: Written description of the artwork: the concept behind the work; the relationship of the artwork to the site and the anticipated audience;

materials to be used in the fabrication and installation of the artwork; the size, color and texture of each artwork element; and the schedule for completion of the artwork.

- d. Photograph: A photograph of the artwork with enough detail so that the work can be fully evaluated.
- e. Costs: Detailed budget listing all costs associated with delivery and installation.
- f. Maintenance Fund: Amount of maintenance funds and any conditions of the fund.

2. Proposed Artwork

- a. Donor Information: Donor name, address, phone, fax and email. If the donor is an organization or a committee, provide information on all board or committee members and a copy of the organization's non-profit status forms, if applicable.
- b. Artist/Designer Resume: Resume of the artist or designer listing education, employment, exhibitions, reviews, commissions, etc.
- c. Examples of Artist/Designer Past Work: Slides or digital images of completed work by the artist or designer.
- d. Description: Written description of the artwork: the concept behind the work; the relationship of the artwork to the site and the anticipated audience; materials to be used in the fabrication and installation of the artwork; the size, color and texture of each artwork element; and the schedule for completion of the artwork. If the artwork is a memorial honoring an individual or event, include background information on the individual or event.
- e. Visual Representation: A visual representation (computer generated or hand-drawn rendering) of the artwork showing detailed and overall views; and a maquette, model, photograph and/or map showing the artwork in context.
- f. Budget: Detailed budget listing all costs associated with the gift and identification of sources for funding.
- g. Conservator Report: Report from an art conservator summarizing the materials to be used and discussing anticipated routine maintenance and long-term conservation requirements. The art conservator should be a professional member of The American Institute for Conservation (AIC).
- h. Maintenance Fund: Amount of maintenance fund and any conditions of the fund.

E. Sequence of Approvals

The sequence for approval of gifts or loans of civic artwork to the County is:

1. Approval by Recipient Department
2. Civic Art Program staff prepares report and makes recommendation to the Civic Art Committee
3. Civic Art Committee presents recommendation to Arts Commission

4. Approval by Arts Commission
5. Approval by the Board of Supervisors (not needed for donations valued under \$10,000 or loans)

VI. ACQUISITIONS AND ACCESSIONS

A. New civic artworks which have been commissioned and accepted by the Civic Art Program will be automatically accessioned into the County's Civic Art Collection. The Civic Art Program strives to develop a cohesive civic art collection by commissioning artists of merit and quality. Artworks which do not exhibit quality of workmanship will not be accepted by the Civic Art Program.

B. Artworks which have come into the County's possession in its over 150 year history by other means such as purchase, donation, bequest, commission, transfer, exchange or any other transaction by which title to an artwork has been passed to the County are accessioned according to the criteria below.

C. Criteria for Accessioning Non-Commissioned Artworks

1. Public Safety - The artwork must not pose any hazard or threat to public safety or public health and must not pose a potential liability for the County in any other way.
2. Legal and ethical considerations – The artwork must not violate any national, state, or local laws or acts.
3. Excellence – The artwork must be authentic and of an overall high level of artistic quality, workmanship, and conceptual intent.
4. Maintenance - The artwork must not require exorbitant funds or measures to maintain it and must not require an excessive use of County resources.
5. Restrictions – An artwork will not be accessioned which has restrictions placed on it by the artist, donor, or seller.

D. Purchase, Exchange, Trade, and Other Methods of Acquisition

In addition to gifts and commissioned artwork, works of art may occasionally be acquired through other means such as direct purchase or exchange. These works will be evaluated based on the same criteria as listed above, regardless of the method of acquisition.

VII. DEACCESSIONING

A. The County retains the right to deaccession any civic art on County property. Civic art projects may be considered for review toward deaccessioning if one or more of the following conditions apply:

1. The artwork has received consistent adverse public reaction for a period of five or more consecutive years.
2. The site for the artwork has become inappropriate because the site is no longer accessible to the public or the physical site is to be destroyed or altered in a significant way.
3. The artwork is found to be fraudulent or in violation of national, state, or local laws.
4. The artwork possesses demonstrated faults of design or workmanship.
5. The artwork requires excessive or unreasonable maintenance.
6. The artwork is damaged irreparably, or to an extent where repair is infeasible or impractical.
7. The artwork represents a physical threat to public safety.
8. The artwork is rarely displayed.
9. The artwork reaches the end of its original anticipated lifespan.
10. A written request for deaccessioning has been received from the artist.

Unless one of the preceding conditions applies, no art will be considered for deaccessioning unless it has been in the County Collection for a minimum of ten years.

B. Deaccessioning Procedure

If a request for deaccessioning is received from members of the public, or made by County staff or a member of the Arts Commission, then Civic Art staff will consult County Counsel and create a report summarizing the issue. Included in the report will be information about the artwork and artist, information about the current site, the reasons a person or group wants the artwork removed, any applicable restrictions or legal provisions, relevant comments and opinions from the public and/or County staff, and relevant information from the artist about the artwork.

This report will be presented to the Civic Art Committee, which will convene and make a recommendation to either remove, or not remove, an artwork from the County Collection. Their recommendation will be presented to the Arts Commission. If the Arts Commission recommends to remove the artwork, this recommendation will be submitted for approval to the Board of Supervisors.

Should the Board of Supervisors choose to deaccession and thereby remove a work, the artist will be given at least 90 days notice prior to removal and be given the opportunity to purchase the art at its current appraised value if the artwork is able to be reasonably and safely removed. If the removal will cause expense or hardship to the County, then the artist will be responsible for the costs and arrangements involved in removing the artwork. The artist must also ensure that all state, local, and federal safety laws are followed in the removal of an artwork.

- C.** Alternate methods of removal from the County Collection include, but are not limited to:

1. The artwork may be appraised and advertised for sale.
2. The County may seek competitive bids for the artwork.
3. The artwork may be donated to another government agency, municipality, museum, or nonprofit.
4. The artwork may be destroyed if it is tied to a site scheduled for demolition or if it is structurally or economically infeasible to be removed safely and still maintain the integrity of the work.

VIII. RELOCATION OR MODIFICATION

A. The County retains the right to relocate or modify an artwork at any time. While the Civic Art Program will attempt to maintain an artist's original intentions for an artwork, several conditions may necessitate a modification to an artwork's original design or location:

1. A County building or facility is repurposed;
2. A County building or facility is renovated or remodeled;
3. After installation, it is apparent that an artwork creates safety problems for the public or County staff;
4. After installation, it is apparent that an artwork creates severe inconvenience or hardship for the public or County staff;
5. An artwork is being severely degraded by its present environment;
6. An artwork's security can no longer be guaranteed in its present location; or
7. After installation, it is apparent that an artwork would serve the public better in a different location at the site.

B. Relocation and Modification Procedure

1. If there is a recommendation or request for relocation or modification, Civic Art Program staff will work with the County department and consult with County Counsel, to weigh the need for relocation and modification with the possible consequences of harm occurring to the artwork or to the artist's original intent.
2. A report will be created by Civic Art Program staff that includes information about the artwork, the artist, the current site, any applicable restrictions or legal provisions, relevant comments and opinions from the public and/or County staff, relevant information from the artist about the artwork, and a summary of the potential modifications and relocations under discussion. Based on the information in this report, the Director of Civic Art will make the final decision on whether to relocate or modify the artwork. If the department does not concur with the recommendation of the Director of Civic Art, the matter may be referred to the Arts Commission whose decision will be final.
3. If an artwork is determined to be relocated or modified, Civic Art Program staff will work with the department to ensure that qualified arts professionals handle the move or the modifications with care.

4. If an artwork poses a hazard or imminent threat to public safety, public health, or property, the Arts Commission may choose to immediately relocate, remove, or modify the artwork without following the above procedure.
5. This process for evaluating whether to relocate or modify artworks does not apply to portable artworks, temporary artworks, or exhibits.

VIII. RECORDS AND INFORMATION ORGANIZATION

A. Civic Art Program staff is responsible for documenting and archiving information about historic County artworks and new Civic Art projects in the County's Civic Art Inventory (the County's Collection). This includes documenting temporary and programming/education projects after they have concluded or have been deinstalled. Information about the County's Collection is accessible to County staff and the public through the Arts Commission's Web site. A report on the County's Collection is issued to the Board of Supervisors at least once every five (5) years.

B. Scope of Documentation for a Commissioned Civic Art Project

1. The following documents are retained in the County's Collection hard and/or electronic files after a new Civic Art Project has been completed:
 - a. Contracts;
 - b. Artist's statements, proposals, biography, and any other relevant information;
 - c. Artist selection process summaries;
 - d. Press clippings the project received;
 - e. Maintenance instructions and conservator reviews of materials used;
 - f. Photographs and digital images;
 - g. Board letters;
 - h. Artist's shop drawings of artwork;
 - i. As built drawings and diagrams; and
 - j. Blueprints.

C. Additionally, any artist design drawings, sketches, or models that a commissioned artist creates for a civic artwork will be retained in the County's Collection in storage. These will be considered part of an artwork's archive. These materials may occasionally be used for public exhibitions organized by the Civic Art Program.

D. Scope of Documentation for Historic County Artwork

The extent of documentation for historic County artworks depends on available documents and research. Digital photographs will be taken by Civic Art staff of the artwork and a condition assessment will be completed. Copies of documents discovered in research will also be retained.

E. Records Retention

All records are intended to be cared for in perpetuity. If an artwork is later removed, deaccessioned, or relocated, its records will still be held in the County Collection files.

X. GRANTING PERMISSION TO USE IMAGES OF ARTWORK

A. General Guidelines

The County may grant permission to reproduce imagery of County-owned artworks, including the use of images for two-dimensional reproductions and for three-dimensional derivatives of County-owned artworks.

“Reproductions” include the use of images of County-owned artworks in educational materials, reports, or communications about services, or other non-commercial use.

“Derivatives” are usually three-dimensional objects which are derived from, or based on, elements of an original artwork. The original artwork may not be reproduced exactly, at any scale, but portions of the artwork may be used in a new image or an object based on the artwork or artwork elements.

B. Permission to Use Images of County-owned Artwork for Reproduction for Non-Commercial Purposes

1. Requests to use artwork images for non-commercial purposes must be presented in writing to the Director of Civic Art at the Los Angeles County Arts Commission. Requests must include full contact information of the organization, its status as a government, non-profit or for profit entity, and its intended use for the images.
2. The request will be reviewed and approved by Arts Commission staff, artist, department, and Supervisorial office. The normal request and review process is 30 days.
3. The Arts Commission will grant permission in writing. No formal agreement is needed.

C. Permission to Make and Sell Derivatives or Reproductions of County-owned Artwork for Commercial Purposes

1. Requests for use of artwork images must be presented in writing to the Director of Civic Art at the Los Angeles County Arts Commission. Requests must include full contact information of the organization, its status as a government, nonprofit or for profit entity, its intended use for the images and an estimate of anticipated annual gross income.
2. The request will be reviewed and approved by Arts Commission staff, artist, department, and Supervisorial office. The normal request and review process is 60 days.
3. The Los Angeles County Arts Commission will enter into a three-party (artist, County and non-profit) agreement to grant permission.
4. The Arts Commission will monitor sales on an annual basis.

D. Filming

Artworks are frequently included in locations used for filming. Since artists hold the copyright on County-owned artworks, film companies must get waivers or negotiate a royalty payment from the artist before including the artwork in the footage. Film companies may contact the Arts Commission to receive contact information for artists.

CHECKLIST

Civic art requirements for one percent of design, construction and project related costs apply to developer delivered County capital projects. This checklist outlines the key milestones and deliverables for compliance with the Civic Art Policy and Procedures.

Solicitation Phase

- Art consultant through County's prequalified consultant list
- Narrative statement on how the civic art project will satisfy the Civic Art Policy

Contract Negotiation Phase**Civic Art Plan**

- Artist qualifications and biography
- Conceptual art proposal
- Engagement plan
- Art budget reflecting how the one percent for art requirement will be allocated that is all inclusive of art consultant and artist fees, design, fabrication, installation, permits and other related civic art expenses
- Timeline for design, fabrication and installation as it relates to the overall construction project schedule

Civic Art Plan Implementation Phase

- Developed Civic Art Design Packet
- Final Civic Art Design Packet
- Closeout Documents
 - Final art budget and itemized costs
 - Completed "Civic Art Program Art Maintenance and Conservation Record" form;
 - Provide as-built documentation pertaining to the civic art
 - Artist copyright registration for civic art
 - Professional photography
 - Plaque(s) identifying the civic art title, year, media and credits the Los Angeles County Arts Commission and Civic Art Program
- Covenant

County Verification

- Notice of Acceptance to the developer from the Arts Commission

Attachments

- Conceptual Art Proposal
- Engagement Plan
- Developed Design
- Final Design
- Budget Template
- Guidelines for the Conservator Review
- Art Maintenance and Conservation Record
- Required CAPA/VARA Standard Terms and Conditions
- Declaration of Covenants
- Closeout Documents
- Photography ('Shot List') Requirements
- Plaque Template and Specifications
- Indirect Hire Survey Form

CONCEPTUAL ART PROPOSAL

The conceptual art proposal includes the following:

1. A narrative which addresses:
 - a. The inspiration for the design;
 - b. Why the design is sensitive to the immediate and surrounding environment (department, community, neighborhood, etc.);
 - c. Location, materials, and approximate size of all artwork elements; and
 - d. Proposed schedule.
2. A preliminary budget that includes art consultant and artist fees, fabrication and installation, general liability insurance, transportation, and estimates of any other costs associated with completing the project.
3. At least three colored color drawings or visuals of all proposed art elements showing the artwork in context to site and from multiple views with regard to human scale. Include examples of materials on illustrations and daytime and nighttime effects.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

ENGAGEMENT PLAN

Definition

Public Engagement includes, but is not necessarily limited to efforts that are formally scheduled and/or informally conducted:

1. An activity that demonstrates art/art process (expressions, live art actions, happenings).
2. A place observation and personal interactions (such as informal interviews) to glean impressions of culture, habits, and community issues.
3. Formal interviews or conversations.
4. Giving a talk/workshop/site visit to special interest group(s) in the community.

Submittal

The engagement plan is submitted after the **Conceptual Art Proposal** and must include:

1. A high-level description of the proposed public engagement plan;
2. An explanation of how the public engagement plan will inform and/or inspire the artist's proposal for the design of the civic art;
3. A list of the time, duration, and location, and a description of, proposed engagement events over the course of the project;
4. Who and when you will be meeting with or interviewing;
5. Any site observation you plan on doing and when;
6. Standards or criteria by which to measure the success of the public engagement;
7. Any visual, video, or other samples necessary to convey the goals or approach to public engagement identified in the proposed public engagement plan;
8. A proposed budget for the public engagement; and
9. How you will measure success.

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DEVELOPED CIVIC ART DESIGN PROPOSAL

Is submitted during the **Civic Art Implementation Phase** and includes the following:

1. An updated narrative which addresses:
 - a. The inspiration for the design;
 - b. Why the design is sensitive to the immediate and surrounding environment (department, community, neighborhood, etc.);
 - c. Location, materials, and dimensions of all artwork elements;
2. A developed schedule.
3. An updated budget that includes art consultant and artist fees, fabrication and installation, general liability insurance, transportation, and estimates of any other costs associated with completing the project.
4. At least three colored color drawings or visuals of all proposed art elements showing the artwork in context to site and from multiple views with regard to human scale. Include examples of materials on illustrations and daytime and nighttime effects.

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FINAL CIVIC ART DESIGN PROPOSAL

Is submitted during the **Civic Art Implementation Phase** and includes the following:

1. Final Budget, including all costs to design, build, transport, insure and install the Artwork, including but not limited to:
 - a. Artist fees for design, meetings, administration and production oversight during fabrication and installation phases;
 - b. Cost for art conservator review of materials;
 - c. Construction materials;
 - d. Fabrication and labor (include sources and quotes when possible);
 - e. Structural engineering;
 - f. Transportation of artwork, Artist and materials;
 - g. Lighting (for minimum number of fixtures only);
 - h. Permit fees;
 - i. General liability, auto Insurance and other insurance as applicable;
 - j. Storage;
 - k. Contingency; and
 - l. And any other costs, not to exceed to the fixed amount of the artwork commission.
2. Fabrication Plan
 - a. Complete list of materials;
 - b. Describe methods for fabrication and outline steps; and
 - c. Structural engineering drawings and calculations, if necessary.
3. Final Scaled Drawings and Renderings
 - a. Submit scaled drawings indicating all dimensions, locations, attachments, and lighting schematics;
 - b. Provide at least three color renderings of all proposed art elements showing the artwork in context and from multiple views with regards to human form;
 - c. Two of the renderings should be easily understood and ready for public distribution to illustrate daytime and nighttime effects, as applicable
4. Installation Plan
 - a. Describe how art elements will be installed and outline steps;
 - b. General contractor responsibilities and sequencing for site preparation and installation;
 - c. Artist's responsibility and sequencing for the installation of the artwork;
 - d. Upon delivery, artwork should be finished and installed in a manner that does not require additional storage at any point;
 - e. How the Artwork will be protected in the event it is completed prior to any other elements on Site.

5. Maintenance Plan

- a. Submit the Civic Art Program Conservator Review and Guidelines (see attached form) with recommendations from the Art Conservator, assessing the entire artwork materials and specifications including lighting plan to communicate longevity, safety and durability of materials; and
- b. Include recommendations for routine maintenance and long-term conservation.

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GUIDELINES FOR CONSERVATOR REVIEW

The purpose of the Conservator Review is to plan ahead for material durability and maintenance to assure a minimum 25 year life span for the civic artwork being created. All contracts for civic artworks commissioned through the Los Angeles County Civic Art Program require artists to complete a Conservator Review during the design phase with a professional art conservator who conforms to the standards of the American Institute of Conservation. The Conservator Review is a report written by a conservator assessing the entire artwork materials and specifications including lighting plan to communicate longevity, safety and durability of materials and includes recommendations for routine maintenance and long term conservation.

This Conservator Review provides an opportunity for the artist/artist team to discuss the project scope, materials, fabrication techniques, finishes, etc. with the conservator and initiates a discussion about artwork maintenance and life span expectations. The role of the Conservator is not to design with, or dictate to the artist, but to offer options and suggestions and guide the project towards a design solution that ensures a stable and low maintenance artwork.

1. Documents the Artist Provides to the Conservator

Please mark the documents provided:

- Written description (e.g. spec sheet) of the materials or finishes of each material (or of materials in consideration).
- Written description of concept and imagery.
- Material samples and/or product specifications and Material Safety Data Sheets.
- Scale renderings or maquette of artwork, labeled with dimensions, materials and hardware.
- Location of artwork on site/floor plan or photograph.
- Technical drawings showing artwork components, their attachment points and hardware.
- Technical installation drawing showing anchoring system to foundation, footing and/or attachment point, including hardware.
- Technical drawing showing foundation or footing if applicable.
- Other:

2. Artwork Lifespan:

Discuss the anticipated lifespan of the artwork. The artwork, including all of its components, should last a minimum of 25 years in the location for which it is designed.

3. Conservator Review:

Assess each material (including hardware and protective finishes), technological/mechanical components, material combinations and fabrication techniques proposed by the artist. Consider short and long term environmental factors and public interaction. Recommend alternative materials or methods if needed and explain why the alternatives will benefit the artwork.

4. Maintenance Guidelines:

Assess potential short and long term maintenance requirements, routine and irregular. Recommend routine maintenance procedures that can be carried out by County staff and potential irregular maintenance procedures that would have to be carried out by a

conservator.

5. Art Conservation Record:

The artist is contractually required to submit this form to close out the project. A sample Art Maintenance and Conservation Record form is available from the Arts Commission.

The following priority areas should be addressed during the conservator's review:

Site/Foundation & Footings

The long term care of a permanently sited sculpture will be affected by the form, shape and use of the site; adjacent activities, rooms, buildings, structures, trees, roads, playgrounds, parking lots, water elements, etc. will all have an effect on the artwork. Permanently sited work requires not only an adequate foundation, anchoring or attachment system, but the attachments should be reasonably reversible in case the artwork ever needs to be removed for maintenance or conservation or requires re-sitting for unforeseen reasons. Possible points to consider:

- Appropriate artwork layout and design for the site as used now, and as it might evolve in the future.
- Ease of access to the site for maintenance to the artwork.
- Availability/proximity of water and power for maintenance/service. Example: If the artist is going to use a sacrificial anti-graffiti coating on the artwork, does the site have hot water that can be used with a low pressure hose?
- Consider adjacent activities, structures, landscape, irrigation, etc. that may affect the artwork.
- Consider human traffic, bike traffic, skateboard traffic, utility vehicle traffic, etc.
- Environmental risk factors: weather elements, earthquakes, wildfire, flood, etc.
- Foundation or architectural support options:
 - Anchor/attachment hardware design, material, embedment, etc.
 - How anchors/attachments are connected to, and supported within, the artwork.
 - Anchor/attachment system reversibility/removability if that becomes necessary.
 - Need for documentation of the anchor/attachment system design details.

Structure, Materials and Fabrication

Materials should be selected based on their ability not only to support the work in a variety of environmental conditions, but also their need to remain durable over time and be compatible with all other artwork materials. The overall design should work in concert with the selected materials and should accommodate the maintenance anticipated as much as possible. Possible points to consider:

- Access to all areas of the artwork for maintenance—thinking ahead about providing adequate/reasonable space for the placement of lifts, ladders, scaffolding, etc.
- Materials proposed; focus on durability, compatibility, and inherent vice, discuss alternative materials as appropriate.
- Materials proposed are appropriate for the site: consider materials suitable for interior vs. exterior and buildings/sites with particular material safety requirements such as hospitals (OSHPD/Office of Statewide Health Planning and Development), mental health clinics, child care centers, detention camps, etc.

- Possible impact of rust, oxidation, corrosion, galvanic corrosion (i.e. adequate drainage to prevent prolonged contact with water).
- Possible impact of human traffic—authorized and unauthorized (i.e. sitting, climbing, jumping + skateboard/bikes).
- Access to structural materials if maintenance or repair is ever necessary.
- Fabrication techniques; focus on use of recognized and standard (repeatable/repairable) techniques.
- Method of installation: what types of materials will be used install/secure the artwork? These materials must have the same durability and low maintenance as the artwork, must be compatible with the artwork materials.

Technological/Mechanical Components

Technological systems, mechanical components, or equipment that is necessary to the function of the artwork can present maintenance difficulties down the road if not well considered, or well suited to the task they are being asked to do. As appropriate, discuss this potential weak point and how the long term success or failure of the work may depend on durable, serviceable and replaceable systems. Possible points to consider:

- Are the systems being considered designed to do what they are being tasked with?
- Will the systems be robust enough to provide service throughout the life of the artwork?
- Is the system or technology unique, or experimental? Discuss proven alternatives if they exist.
- Is the system or technology replaceable? Discuss future alternatives if technology evolves and a proposed system is no longer available.

Surface, Finish & Coatings

Finish materials and coatings should be selected not only for their aesthetic qualities, but also for their ability to survive environmental conditions. Ease of maintenance to critical surfaces will also insure the artwork looks its best as it ages. Possible points to consider:

- Human interaction—including casual touching, climbing, hanging, sliding + skateboard/bikes.
- Chemical pollutants, soot from vehicles or local industry, acid rain.
- Long term exposure to sunlight (ultra violet rays) and its effect on paint, plastics, etc.
- Moisture—direct and trapped; from rain, runoff, dew, landscaping irrigation, etc.
- Biological debris build-up, and the ease/impact of its removal.
- Vandalism—discuss any likely targets on the artwork.
- Graffiti—painted on, drawn on, scratched in, etc.; discuss anti-graffiti coatings if appropriate.
- Access to all surfaces areas of the artwork for maintenance.

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ART MAINTENANCE AND CONSERVATION RECORD

The Los Angeles County Arts Commission's Civic Art Program requires artists to provide details that form a comprehensive guide for long term care of artworks. The information provided is given to departments that conduct routine maintenance with non-specialized staff. Thank you for helping to ensure that your artwork receives the care needed to last into the future.

Date:

Artist name:

Contact information (address, phone numbers, and email):

Artwork title:

Date of completed installation:

Dimensions (h x w x d):

Fabrication, Medium and Technique

(List brand names of materials used whenever possible.)

1. Preparatory methods (e.g. drawings, sketches, computer models, physical models):

2. Where was the artwork fabricated (e.g. name of studio, foundry):

3. Equipment used in fabrication:

4. Principal materials used in fabrication (e.g. specific type of metal, brand or manufacturer's name of materials, paint or color names):

If applicable, describe any electrical or technological components used, their operation and supplier:

5. Support and other materials (e.g. describe in detail the base, foundation, or any other materials that support the work of art such as screws, nails, glue, armatures; if the artwork is a painting, describe type of canvas or panel here as well as any primer):

6. Final work methods, describe in detail (e.g. cast, welded, carved, modeled, thrown, assembled):

7. Describe how any final patina or other surface was achieved, including any varnish or protective coating (patina, anti-graffiti coating, glaze, sealer, fire retardant):

Method of application and tools used to apply the surface:

Date applied: (e.g. immediately upon completion, after six months):

8. Date fabrication was completed (if different from date of installation):

How long was work in process?

Installation

1. Methods of installation (describe in detail how the artwork was installed):

2. Describe any materials used in the presentation of the artwork (e.g. composition of pedestal, backing, framing, type of hanging fixtures):

3. Are there any special installation instructions (e.g. viewing height, measured distance from objects)?

4. If an artwork is more than one piece requiring special assembly, supply documentation on how to install correctly (attach photographs or sketch):

External Factors

Describe known factors which may affect the artwork's condition and any precautionary measures which should be taken (e.g. direct sunlight, annual rain or snowfall, temperature extremes, air moisture or dryness, rainfall acidity, flooding, wind, vibrations, air pollutants, vehicular and/or pedestrian traffic, potential animal interaction with artwork – nesting, droppings, etc., and human interaction with artwork – everyday use, and/or vandalism):

Desired Appearance

1. Describe in specific terms and, if necessary, with accompanying drawings or photographs, the physical qualities for which the County tenant department should strive in order to maintain the artist's intent (e.g. matte rather than glossy luster, color of patina, etc.) What may be acceptable in form, surface, texture, coloration as related to natural aging of materials? (if already stated in design documents, this information may be copied here)

2. If the work is site-specific, describe the particular relationship of the work to its site, including any significant physical aspects of the site which, if altered, would significantly alter the intended meaning and/or appearance of the work (if already stated in design documents, this information may be copied here):

Maintenance/Conservation Instructions

Provide detailed instructions for routine maintenance as well as for less frequent and more extensive preventive measures, if any, for the artwork:

1. Routine maintenance (e.g. removal of dust, dirt, and mineral deposits; maintenance of protective surfaces; tightening, adjusting and/or oiling components):

2. Cyclical maintenance (less frequent and more extensive preventive measures, e.g. disassembly and inspection; reapplication of protective sealers and waxes; repainting):

3. Packing, storage, and shipping instructions if applicable:

4. Please list any other maintenance or conservation considerations:

Artist Signature

Date

TO BE COMPLETED BY CIVIC ART PROGRAM

Condition of artwork upon acceptance

Excellent ___ Good___ Fair ___ Poor___

Initial:

Civic Art Project Manager

Date

Civic Art Collections Manager

Date

Civic Art Director

Date

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REQUIRED CAPA VARA STANDARD TERMS AND CONDITIONS**APPROVAL AND OWNERSHIP OF DELIVERABLES**

All tasks, work product, deliverables, services, or other work performed by ARTIST are subject to approval by the Los Angeles County Arts Commission ("County"). Approval of deliverable(s) will not be unreasonably withheld by County. Rejection of deliverable(s) will be on clearly stated grounds with reference to objective criteria and the established Scope of Work. ARTIST understands and acknowledges that the County will own all work product and deliverables and will have the right to use and exhibit such work product and deliverables for public display and for educational or other non-commercial purposes.

INTELLECTUAL PROPERTY RIGHTS

1. ARTIST will retain all rights to the Design and to the subsequent Artwork pursuant to the Copyright Act of 1976 ("Copyright Act") (17 U.S.C. sections 101, et seq.), except, however, that ARTIST hereby waives any rights under the Copyright Act which are expressly waived and/or granted to the County in this agreement.
2. The ARTIST may, at ARTIST's sole expense, register with the United States Register of Copyrights a copyright of the Design in the ARTIST's name. If the ARTIST opts to copyright the Design, ARTIST will provide County with a copy of the application for registration, the registration number and the effective date of the registration, and agrees to enforce and defend any attempt(s) to infringe upon ARTIST's copyright. ARTIST expressly assigns to County ARTIST's right to enforce and defend the copyright in the event he or she does not act within a reasonable time after written notice from County to do so. ARTIST further hereby grants to County the right to reproduce and retain copies of the Design plans and drawings produced and used by ARTIST for the purposes of (1) fulfilling County's responsibilities as owner of the Design; and (2) public exhibition related to the display of the Design.
3. Upon completion of the Artwork as contemplated in the Design, ARTIST will, at ARTIST's sole expense, register with the United States Register of Copyrights a copyright of the Artwork in ARTIST's name, and will provide County with a copy of the application for registration, the registration number and the effective date of the registration. ARTIST agrees to enforce and defend any attempt(s) to infringe upon ARTIST's copyright of the Artwork. ARTIST expressly assigns to County ARTIST's right to enforce and defend the copyright of the Artwork in the event he or she does not act within a reasonable time after written notice from County to do so.
4. ARTIST hereby grants to County an irrevocable and exclusive worldwide license to reproduce, distribute, and/or display two- or three-dimensional reproductions of the Design and/or Artwork for any non-commercial purpose, including, without limitation, advertising, brochures, posting on a County web page, media publicity, and catalogues or similar publications. All such reproductions will bear a copyright notice in ARTIST's name. If County wishes to make reproductions of the Design or Artwork for commercial purposes, including, but not limited to T-shirts, postcards or posters, the County and ARTIST will execute a separate agreement to address the terms of the license granted by the ARTIST and the royalty the ARTIST will receive.
5. The Design and/or Artwork will be unique and ARTIST therefore waives the right to make or to authorize others to make two- or three-dimensional reproductions of the Design or Artwork, or to make or authorize the making of derivative works based on the Design or Artwork, except

with prior written permission by County. ARTIST agrees that in any public showing under ARTIST's control of reproductions and/or derivative works of the Design and Artwork, the ARTIST will provide public written acknowledgement that the Los Angeles County Arts Commission commissioned the Design and Artwork.

6. County agrees that, unless ARTIST requests otherwise in writing, County will give ARTIST public written authorship credit for the Design and Artwork, and any authorized reproductions thereof.

MORAL RIGHTS

1. With respect to the County, its agents and contractors, ARTIST waives any rights that may be waived under the Visual Artists' Rights Act ("VARA") (17 U.S.C. sections 106, 106A, 113), as amended, and any successor statutes, and the California Artwork Preservation Act ("CAPA") (California Civil Code sections 980 through 989, inclusive), as amended, and any successor statutes, in favor of the express contractual provisions set forth herein and as further set forth in any follow-on fabrication agreement between County and ARTIST. While County and ARTIST recognize the importance of ARTIST's moral rights of attribution and integrity, as identified in VARA and CAPA, ARTIST and County hereby agree to advance those statutory goals by private contract.

2. ARTIST will have the following moral rights ("Moral Rights"): (a) the right to claim authorship of the Artwork; (b) the right to prevent the use of his or her name as the author of the Artwork in the event of any physical defacement, mutilation, alteration, or destruction of the Artwork; and (c) the right, subject to the conditions and procedures set forth herein, to prevent any intentional defacement, mutilation, alteration or destruction of the Artwork.

3. Procedure for Protecting Moral Rights.

- a. County and its agents will not intentionally commit, or authorize the intentional commission of, any physical defacement, mutilation, alteration, or destruction of the Artwork, except as expressly authorized herein. Nevertheless, ARTIST hereby acknowledges that the Artwork may be installed in or made part of a building or structure and that the installation of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification, by reason of its removal.
- b. County will provide ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative) not less than ninety (90) days advance notice of any intended action by the County that will result in: (i) the physical defacement, mutilation, alteration, or destruction of the Artwork; (ii) the removal of the Artwork if the Artwork has been permanently affixed to or installed upon a building or other structure; and/or (iii) if the Artwork has been permanently affixed to or installed upon a building or other structure, the sale, lease, or other disposition of the building or structure to any person who does not agree to the terms of this Attachment.
- c. Upon receipt of notice from the County pursuant to subsection (b) above, ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative) will have the right, at his or her sole expense, to remove

the Artwork within the 90-day notice period provided by County. The County may, but is not obligated to, provide an additional reasonable period of time in addition to the 90-day notice period to allow the removal of the Artwork. If the Artwork is removed by the ARTIST at his or her sole expense, or, if ARTIST is deceased, by his or her heir, beneficiary, devisee, or personal representative, at such person's sole expense, title to the Artwork will pass to the ARTIST or his or her heir, beneficiary, devisee, or personal representative who paid for the removal of the Artwork.

- d. If ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative), declines, fails or refuses to remove the Artwork at his or her sole expense within the 90-day notice period provided by County, County may, without liability of any kind to ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative), proceed with the proposed action that may affect the Artwork.
- e. In the event County determines that the Artwork presents an imminent hazard to the public, County may remove the Artwork without prior notice or consultation with ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative). County will make a reasonable and good faith effort to prevent the destruction and/or minimize the mutilation, defacement, or alteration of the Artwork. County will make a reasonable and good faith effort to notify ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative) within thirty (30) days of the County's removal of the Artwork pursuant to this subsection in order to discuss options for the final disposition, reinstallation, maintenance or deaccession of the Artwork.
- f. If ARTIST is deceased and the County has not been provided notice of the name(s) and contact information for ARTIST's heirs, beneficiaries, devisees, or personal representatives, if any, County will provide any notice specified herein by registered mail at the ARTIST's last known physical address.
- g. For the purposes of this section, County will be presumed to have made a reasonable and good faith effort to notify ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative) if such notice is made by registered mail to the last known address of the ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative).

4. ARTIST's sole remedy against County, its employees, contractors, and agents, with respect to ARTIST's Moral Rights, will be an action for injunctive relief. ARTIST will not be entitled to recover damages or attorneys' fees from County, its employees, contractors, and agents, in connection with any such action.

5. The rights and duties set forth herein with respect to the Moral Rights will expire upon the 50th anniversary of the death of ARTIST, and will exist in addition to any other rights and duties which may now or in the future be applicable. Except as provided in this agreement, the Moral Rights may not be waived except by an instrument in writing expressly so providing which is signed by the ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative).

DECLARATION OF COVENANTS

The development project will have recorded against it a declaration of covenants, conditions and restrictions in favor of the County and in a form approved by the County Counsel. The declaration of covenants will include, but is not limited to, the following provisions:

1. Original Civic Art and Public Accessibility.
2. Maintenance and Conservation. The developer, and subsequently, the property owner will consistently cause the civic art to be maintained in good condition and shall perform any and all necessary repairs and maintenance of the civic art to the satisfaction of the County as outlined by section IV of the Civic Art Procedures, Maintenance and Conservation of the Artwork.
3. Relocation or Modification. The Owner shall maintain the Public Art in place on the property. The owner shall not relocate, remove, or modify nor allow the relocation, removal or modification of the civic art without the prior consent of the County and must adhere to section VIII of the Civic Art Procedures, Relocation and Modification.
4. Deaccessioning. The County reserves the right to deaccession any civic art on County property in accordance with section VII of the Civic Art Procedures, Deaccessioning.
5. Ownership of Artwork. All civic art placed on the site of the developer's project will become the property of the property owner and his/her successor(s) in the interest. The obligation to provide all maintenance and security necessary to preserve the artwork in good condition will remain with the property owner of the site.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

CLOSEOUT DOCUMENTATION

Is submitted during **Final Approval and Verification**.

1. Final art budget with itemized costs;
2. Completed "Civic Art Program Art Maintenance and Conservation Record" form;
3. Provide as-built documentation pertaining to the civic art;
4. Declaration of Covenants;
5. Artist copyright registration for civic art;
6. Professional photography;
7. Completed "Indirect Hire Survey" form; and
8. Plaque(s) identifying the civic art title, year, media and credits the Los Angeles County Arts Commission and Civic Art Program. (See also p.21 Plaque Template and Specifications)

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PHOTOGRAPHY 'SHOT' LIST FOR THE CIVIC ARTWORK

The LA County Arts Commission Civic Art program is dedicated to bringing meaningful high quality artwork to spaces throughout County of Los Angeles. Our constituents include County officials, departments and their staff, the community, general public and visitors to the facilities. Therefore it is imperative that our photographs are considerate and reflect these values and stakeholder groups.

With today's global audience, the story around a civic artwork is as important as the artwork itself. Let's tell a great story.

PHOTOGRAPHY

This applies to EACH artwork/artwork element installed. All photos should work together and on their own to tell the story of the artwork—how it came to be and is experienced.

1. **Activated Photos:**

Provide a minimum of six photos of the artwork with a person or people in it to give a sense of scale and the art functioning as intended in its architectural context. The photographer should use and direct models during the shoot including but not limited to their locations, props, character and interaction with the artwork and/or space. The photographer must get formal consent from members of the public before photographing them through a written photo release form. If the person or people are in the distance and have their backs turned to the camera, there is no need to have consent.

2. **Beauty Photos:**

Provide a minimum of seven beauty shots defined not as a straight documentary photograph, but an image designed purely to be either artistic or flattering and often for marketing/outreach purposes that showcases the artwork at a glance.

3. **Detail Photos:**

Provide a minimum of seven detail photos showing the relationship between the artwork(s) and the space which when photographed together, depict a visual story.

We encourage our photographers to make creative decisions in showcasing the artwork *within* the facility in which it is installed. Please think about the following:

1. Use of props to highlight the activities within this facility. For example, use of doctors or nurses in a photograph at a Health Services space.
2. Attention to models, size, shapes, lighting and color.
3. Relationship of size between props and the artwork.
4. What story does this picture or detail tell about the artwork? About the space?

Please avoid the following:

1. Person pointing at art;
2. Child standing in front of the art holding up his drawing that looks like the art that he's standing in front of;
3. Group photo blocking the art (unless it really is a group photo in front of the art, and we love those);

4. Anything with people and the artwork that gives the impression that we endorse climbing on art, or any unsafe activities.

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PLAQUE TEMPLATE AND SPECIFICATIONS

First Last Name (40pt)

Title, 2015 (36pt)

Medium (28pt)

Civic Art Program
Los Angeles County Arts
Commission

LA County Arts Commission Signage Specifications:

- 1/4" thick plate brushed aluminum plate; dimensions: 5" H x 7" W
- Letters shall have black in-fill
- Install using an adhesive appropriate for the substrate or attach with hardware to a flat surface. LACAC has approved plaque install vendors.
- If installed on a wall the plaque shall have a 54" center.
- Location of plaque must be within 1-3 feet of the artwork.
- If no wall space is available near the artwork the plaque shall be installed with a freestanding post or plinth and is then exempted from the 54" center requirement.
- If installing using a post or plinth it has to be in accordance with LA County fire code and not be a trip hazard.
- All signage design and any apparatus holding the sign must be approved by the Arts Commission before fabrication and installation of the signage.

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INDIRECT HIRE SURVEY FORM

Instructions:

This form is to be completed by artist(s) hired for Developer Delivered County Capital Projects. One form should be completed by each artist as part of their close-out documentation. Indirect hires may be made by the artist or by subcontractors to the artist. All individuals who are paid with Civic Art funds should be counted. For questions, please contact the Civic Art project manager. In the box to the right of each job title, please provide a count of the number of individuals who were paid out of your contract amount to work on this project, whether hired directly by you or by a subcontractor. This is a count of individuals, whether they worked full time or part time. *Job titles may vary.* Select the job titles closest to the ones used on this job. If no appropriate job title is listed, write in the actual job title in the relevant category, and number of people in that position.

Job Title	Number Hired
Administrative	
Architectural and Engineering Managers	
Construction and Building Inspectors	
Insurance Sales Agents	
Lawyers	
Office Clerks, General	
<i>Other Administrative (write in job title and brief description of duties)</i>	
Artist	
Craft Artists	
Fine Artists, Including Painters, Sculptors, and Illustrators	
Multimedia Artists and Animators	
Photographers	
<i>Other Artist (write in job title and brief description of duties)</i>	
Design	
Architects, Except Landscape and Naval	
Civil Engineers	
Commercial and Industrial Designers	
Electrical Engineers	
Graphic Designers	
Landscape Architects	
Mechanical Engineers	
Set and Exhibit Designers	
<i>Other Design (write in job title and brief description of duties)</i>	
Labor	
Construction Laborers	
Construction Managers	
Electricians	

Fiberglass Laminators and Fabricators	
Glass Blowers, Molders, Benders, and Finishers	
Glaziers	
Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic	
Installation, Maintenance, and Repair Workers, All Other	
Model Makers, Metal and Plastic	
Molders, Shapers, and Casters, Except Metal and Plastic	
Painting, Coating, and Decorating Workers	
Plasterers and Stucco Masons	
Pourers and Casters Metal	
Production Workers, All Other	
Sheet Metal Workers	
Stonemasons	
Structural Metal Fabricators and Fitters	
Terrazzo Workers and Finishers	
Tile and Marble Setters	
Welders, Cutters, Solderers, and Brazers	
<i>Other Labor (write in job title and brief description of duties)</i>	
Research	
Archivists	
Astronomers	
Geoscientists, Except Hydrologists and Geographers	
Historians	
Librarians	
Museum Technicians and Conservators	
<i>Other Research (write in job title and brief description of duties)</i>	
Transportation	
Cargo and Freight Agents	
Crane and Tower Operator	
Heavy and Tractor-Trailer Truck Drivers	
Light Truck or Delivery Services Drivers	
<i>Other Transportation (write in job title and brief description of duties)</i>	

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