CITY OF WATSONVILLE
PUBLIC ART MASTER PLAN
REQUEST FOR PROPOSALS

ISSUE DATE: May 22, 2024

SUBMISSION DEADLINE: JUNE 14, 2024
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City of Watsonville
Parks & Community Services Department
231 Union Street
Watsonville, CA 95076
Request For Proposal (RFP)

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The City of Watsonville (City) is seeking proposals from qualified consultants to develop the City’s first Public Art Master Plan. Those who respond to this Request for Proposal (RFP) must demonstrate their experience in arts and cultural planning, community-engagement, and strategic planning. The Master Plan will play an important role in identifying Watsonville’s vision in arts and culture for years to come. Planning efforts will capture the community’s input, explore Watsonville’s history, and identify opportunities to incorporate art that is representative of the community. Creating a Public Art Master Plan support’s the City’s vision to create and support an environment where art and culture thrive, highlight Watsonville’s cultural heritage, while increasing economic vitality.

The selected consultant team should reference the 2020 Park and Rec Strategic Plan, Watsonville’s 2023-2025 Strategic Plan, and the Public Art Program Guidelines. Project implementation will include a range of tasks including key components such as asset mapping, an effective community engagement campaign, and marketing to identify both trends and opportunities. The consultant team will work in conjunction with City staff and the Master Plan Advisory Committee to direct, develop, and implement a community-driven Public Art Master Plan. A community-wide, multilingual public participation process is integral to developing a widely accepted Public Arts Master Plan. All proposals must submit qualifications in accordance with the requirements described herein.

**SECTION 2**

**BACKGROUND**

The City of Watsonville (“City”) is approximately 6.4 square miles in size and is considered the urban center for southern Santa Cruz County. With a location immediately north of Monterey County and less than an hour from the Silicon Valley, Watsonville is the Pajaro Valley’s economic and cultural center with one of the important agricultural-based economic markets responsible for distributing strawberries, apples, raspberries, cauliflower, and broccoli to different parts of the world. The largest industries are agriculture, construction, and manufacturing. In 2023, the City of Watsonville had a population of 50k people with a median household income of $72k based on the census data available. The largest ethnic groups are Hispanic or Latino (82%), White (35%), Asian (3%), and American Indian (2.5%) based on the latest census data results.

The Parks and Community Services Department is responsible for administering Watsonville’s Public Art Program and associated cultural programs. In 2022, Watsonville City Council approved a new developer fee to all new commercial and industrial developments with a building valuation of $500k on projects with five or more units to pay 0.75% of their total estimated total construction costs. Residential remodels with a valuation of $250k or more will be subject to the same developer fee. All proceeds are allocated in a Cultural Fund account for the development and implementation of a public art master plan. The purpose of this ordinance is to enhance the quality of life for individuals living, working, or visiting the City. As the development and revitalization within the City continues, the ordinance intends to promote the arts in the City by developing sources for cultural and artistic outlets that improve the image of the community.

The goal of the Public Art Master Plan process is to develop and implement a Public Art Program that highlights Watsonville’s cultural heritage throughout the community and in its public places, such as parks, trails, streets, and buildings. A Master Plan will provide a vision and guidance for the City’s growing public art programming and events. It will also develop a spending plan for the City’s Percent for the Arts developer fee and identify additional funding opportunities for public art.

**SECTION 3**

**PROJECT PURPOSE**

The City of Watsonville is requesting proposals pursuant to this Request for Proposal (“RFP”) from qualified firms to prepare a comprehensive Public Art Master Plan (“Plan”). The purpose of the Plan is to set a vision and develop a
clear set of community informed goals, policies, and objectives for the development and implementation of a Public Art Master Plan. This Plan will guide public art planning for the short term (5-year) and long-term (10-year) basis. This process will address opportunities for ongoing public engagement and recommendations for the following: 1) selection and placement of public art, 2) a spending plan for the City’s Percent for the Arts developer fee, 3) potential funding opportunities, 3) program goals, 4) program administration recommendations, 5) conservation and maintenance. The final Plan will include an actionable roadmap for implementation, recommendations from the public, private and non-profit partners, measures for success, and a resource toolkit for developing public art projects.

SECTION 4  SCOPE OF WORK

The City is looking for proposals that include a high-quality scope of work and a cost-effective fee proposal, with a maximum budget of $75,000. It is expected that the final planning process and timeline will be developed in collaboration with City staff and the Advisory Committee for the Public Master Plan. A 10-year strategic plan is desired to ensure the most efficient and effective use of funds each year. The draft Public Art Master Plan will be presented to the Parks Commission the City Council before being fully adopted. The final Public Art Master Plan shall include the following goals and objectives:

- Thoroughly evaluate the City’s cultural assets and opportunities;
- Creative community-driven outreach;
- Establish the vision, mission, values, and goals of the Public Art Master Plan;
- Cohesive implementation action plan.

Proposal must also address the following areas of service:

Task 1: Project Management
- Prepare a project management timeline that includes the major tasks as described herein.

Task 2: Asset Mapping
- Research existing resources and conditions and thoroughly assess the City’s arts and cultural assets and opportunities;
- Provide site identification criteria or recommendations for art placement.

Task 3: Implement a Creative Public Engagement Campaign
- Implement a community survey and design other relevant outreach or marketing material;
- Conduct 8-10 stakeholder interviews;
- Facilitate 2-4 public forums;
- Conduct 5-10 pop-up community activities;
- Track responses (ex: charts, graphs, tables);
- Conduct working sessions with the advisory committee;

Task 4: Develop a Cohesive Public Art Master Plan
- Duration 6-8 months.
- A detailed plan that identifies key values, priorities, vision, mission, and goals based on the process findings.
- Establish standards for art maintenance, upkeep, and replacement.
- Clear short-term and long-term action steps with cost estimates where appropriate.
- Include themes or project types that are a priority for stakeholders and residents.
- Recommend public art guidelines, policies, and processes.
- Include funding models, budget, and funding source opportunities.
- Recommended selection and placement of public art.
• Program administration recommendations.

Task 5: Project Updates & Presentations
• Regular meetings to discuss project updates and progress.
• A final presentation to the Parks Commission and City Council.

SECTION 5 CONTENTS OF PROPOSAL

The City is requesting that all proposals contain the following information in the ensuing order:

1. Letter of Interest:
   a. Include a brief introduction with a statement of qualifications and interest.
   b. Name of person(s) authorized to sign a contract.
   c. Name of person(s) authorized to represent the project team.

2. Table of contents

3. Project Team Organization:
   a. Designate a Project Manager as the principal contact responsible for day-to-day tasks.
   b. Describe the specific relevant experience.
   c. Provide a description of any subconsultant that will be part of the team, their role, and involvement in tasks.

4. Experience:
   a. Submit three recent examples of projects that represent the team’s experience, with at least one project of similar scale and complexity.
   b. Describe experience with significant public engagement as part of their scope, with particular sensitivity to the inclusion of diverse communities.
   c. Provide references for each example cited including name and contact information such as email.

5. Project Understanding and Approach:
   a. A detailed description of the consultant’s approach to managing the project, and include all tasks listed in the “Scope of Work”. Please include any steps or tasks not included in “Scope of Work” that could improve the quality of the project.
   b. Include consultant concerns or alternative approaches.
   c. Include the consultant’s understanding of the project. Use conceptual plans and or diagrams, graphic representations, and narrative descriptions as necessary.

6. Project Schedule & Timeline:
   a. Provide a timeline with a detailed breakdown of the major tasks and scope of services.
   b. Describe the firm’s internal procedures or policies associated with work quality and cost control.

7. Price Proposal:
   a. Include individual prices for specific services, tasks, and deliverables.
   b. Include a total “not to exceed” in the amount of $75,000 for the full and complete execution of the project.
   c. Provide a list of hourly billing rates for all team members in the proposed project team.
   d. Include any other additional expenses (Additional expenses will not be allowed unless specified in the proposal).
8. Statement of Agreement:
   a. Agreement with the City’s standard contract of Consultant Services and insurance requirements (Changes to the standard City contract will not be considered).

9. Other Relevant Information:
   a. Include any other relevant information concerning the project in this section.

One (1) electronic copy (or flash drive) of the proposal are due by **5:00 PM on June 14, 2024**. Late submittals will not be considered and will be returned unopened. The proposals can be delivered or mailed to:

City of Watsonville
Parks & Community Services Department
Attn: Hilda Peralta, Project Manager
231 Union St., Watsonville, CA 95076
Email: hilda.peralta@watsonville.gov

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**SECTION 6 | GENERAL REQUIREMENTS AND INFORMATION**

The consultant selected pursuant to this request for proposal will be required to comply with the following requirements:
1. A City of Watsonville Business License upon contract execution.
2. Form W-9: Request for Taxpayer Identification Number and Certification
3. Must be able to satisfy all requirements pertaining to insurance (See Appendix A, Section 9)

**SECTION 7 | SELECTION PROCESS**

City staff will review all submitted proposals to determine the Consultants who best meet the requirements of this RFP and the evaluation criteria listed below. The City of Watsonville will evaluate the proposals based on the following criteria:

<table>
<thead>
<tr>
<th>#</th>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project knowledge and understanding</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Project approach and staffing plan</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>Creativity provided in the proposal</td>
<td>25</td>
</tr>
<tr>
<td>4</td>
<td>Qualifications and experience related to the scope of work in this RFP</td>
<td>25</td>
</tr>
<tr>
<td>5</td>
<td>Budget for Proposal</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total Points Possible:** 100

**The most qualified Consultants will be invited to an interview between June 27th & 28th**

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission.

It is the intent of the City to enter into a contract for services with the selected consultant no later than sixty (60) days of the last date established for proposal submission. The City reserves the right to reject any and all proposals. The final selection will not be based on the lowest bid, but rather the best value.
SECTION 8  ACCEPTANCE OR REJECTION AND NEGOTIATION OF PROPOSAL

The City of Watsonville reserves the right to accept or reject any or all proposals or select more than one firm to complete this work. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in the cancellation of the award.

The City of Watsonville reserves the right to negotiate a modification to, or accept any part of the proposal, and will not be obligated in any way to accept those parts that do not meet the approval of the City. Terms and conditions of the contract will be subject to the approval of the City Attorney. The proposal, draft report, and final report shall become the property of the City of Watsonville.

SECTION 9  SELECTION TIMETABLE

The proposal phase schedule is as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City releases RFP</td>
<td>May 22nd</td>
</tr>
<tr>
<td>Last day to submit written questions</td>
<td>June 5th</td>
</tr>
<tr>
<td>City responds to written questions via addendum</td>
<td>June 10th</td>
</tr>
<tr>
<td>Proposals due</td>
<td>June 14th</td>
</tr>
<tr>
<td>Review Proposals</td>
<td>June 17th – 21st</td>
</tr>
<tr>
<td>Interviews with successful bidders</td>
<td>June 27th – 28th</td>
</tr>
<tr>
<td>City issues Notification of Intent to Award</td>
<td>July 1st – 5th</td>
</tr>
<tr>
<td>Award Contract</td>
<td>1-2 weeks</td>
</tr>
<tr>
<td>Begin Work</td>
<td>July 29th</td>
</tr>
</tbody>
</table>

SECTION 10  QUESTIONS

Questions regarding this RFP should be submitted in writing and directed to Hilda Peralta, via e-mail at Hilda.Peralta@Watsonville.gov, no later than June 5, 2024, at 5:00pm. As necessary, responses to questions will be issued via an addendum. The City of Watsonville reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

*PLEASE NOTE: This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville’s website at https://www.cityofwatsonville.org/View-Current-Parks-Request-for-Proposals.*

SECTION 11  RESERVATIONS

Additional information regarding RFP submittal, content, processes and procedures are listed below:

1) All proposals will become the property of the City of Watsonville and will not be returned to Consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site (www.ca.gov).
2) The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Consultant, or organization.

3) In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal, and to negotiate the final scope of services with the selected consultant. The City is not liable for any costs incurred by consultants prior to issuance of an agreement, contract, or purchase order. The costs of developing the proposals, oral presentations or any other such expenses incurred by the consultant in responding to the RFP are entirely the responsibility of the consultant and shall not be reimbursed in any manner by the City of Watsonville. No materials or labor will be furnished by the City.

4) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.

5) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

6) The City reserves the right to obtain written clarification of any point in a Consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Consultant to respond to such a request for additional information or clarification may result in rejection of the Consultant's proposal.

7) Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Consultant’s proposal not being reviewed.

8) The City reserves the right, without qualification, to select a Consultant for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent’s respective records of past performance.

9) The consultant’s proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFP is completed.

10) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Consultants who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.
APPENDIX A
Sample Contract for Professional Services w/ Employees
CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND [ADD NAME]

THIS CONTRACT, is made and entered into this ________________, by and
between the City of Watsonville, a municipal corporation, hereinafter called “City,” and
______________________________, hereinafter called “Consultant.”

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or
specialized services of an independent contractor to assist the City in the most
economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and
experience to render such services called for under this Contract to City.

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THE PARTIES HEREBY AGREE AS FOLLOWS:
SECTION 1. SCOPE OF SERVICES.
Consultant shall perform those services as specified in detail in Exhibit “A,” entitled “SCOPE OF SERVICES” which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT.
The term of this Contract shall be from _____________, 20__ to _____________, 20__, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE.
The services of Consultant are to be completed according to the schedule set out in Exhibit “B,” entitled “SCHEDULE OF PERFORMANCE,” which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the “SCHEDULE OF PERFORMANCE.”

SECTION 4. COMPENSATION.
The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit “C” entitled “COMPENSATION,” which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.
Except as otherwise provided in Exhibit “C,” each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT.
It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.
Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.
Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees, against any loss or liability arising out of or resulting in any way from work performed.
under this Contract due to the willful or negligent acts (active or passive) or errors or
omissions by Consultant or Consultant's officers, employees or agents.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in
full force throughout the term of this Contract a professional liability insurance policy
(Errors and Omissions), in a company authorized to issue such insurance in the State of
California, with limits of liability of not less than One Million Dollars ($1,000,000.00) to
cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also
maintain in full force and effect for the term of this Contract, automobile insurance and
commercial general liability insurance with an insurance carrier satisfactory to City,
which insurance shall include protection against claims arising from bodily and personal
injury, including death resulting therefrom, and damage to property resulting from any
actual occurrence arising out of the performance of this Contract. The amounts of
insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a
combined single limit of not less than $1,000,000.00 per occurrence. If such insurance
contains a general aggregate limit, such limit shall apply separately to each project
Consultant performs for City. Such insurance shall (a) name City, its appointed and
elected officials, and its employees as insureds; and (b) be primary with respect to
insurance or self-insurance programs maintained by City and (c) contain standard
separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a
combined single limit of not less than $1,000,000.00 per occurrence. Such insurance
shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of
Section 3700 of the Labor Code, Consultant shall be insured against liability for
Workers’ Compensation or undertake self-insurance. Consultant agrees to comply with
such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant
shall satisfactorily provide certificates and endorsements of insurance to the City Clerk
before Notice to Proceed to Work of this Contract will be issued. Certificates and
policies shall state that the policy shall not be canceled or reduced in coverage without
thirty (30) days written notice to City. Approval of insurance by City shall not relieve or
decrease the extent to which Consultant may be held responsible for payment of
damages resulting from services or operations performed pursuant to this Contract.
Consultant shall not perform any work under this Contract until Consultant has obtained
the required insurance and until the required certificates have been submitted to the
City and approved by the City Attorney. If Consultant fails or refuses to produce or
maintain the insurance required by these provisions, or fails or refuses to furnish City
required proof that insurance has been procured and is in force and paid for, City shall
have the right at City’s election to forthwith terminate this Contract immediately without

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any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION.
Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.
A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS.
Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW.
City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.
This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION.
All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed.
to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.
All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES.
The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER.
Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.
A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS.
Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.
SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

[add information]

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CITY OF WATSONVILLE

BY

____________________________
Rene Mendez, City Manager

ATTEST:

BY

____________________________
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY

____________________________
Samantha W. Zutler, City Attorney
EXHIBIT “A”

SCOPE OF SERVICES
EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:
EXHIBIT “C”

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed ____________________________.

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director’s designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City’s purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.
APPENDIX B
Public Art Program Requirements
Chapter 20
PUBLIC ART PROGRAM REQUIREMENTS

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8-20.010 Title.
This chapter shall be known as the “Public Art Program Requirements” and is referred to herein as “this chapter”.
(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.020 Purpose.
The City Council finds and declares:
(a) Cultural and artistic resources include visual artwork, the performing arts, and architectural resources that enhance the quality of life for individuals living in, working in and visiting the City.
(b) Balanced development of cultural and artistic resources preserves and improves the quality of the urban environment, increases real property values, and has a positive economic impact.
(c) As development and revitalization of real property within the City continues, the opportunity for creation of cultural and artistic resources is diminished. As these opportunities are diminished and urbanization occurs, the need to develop alternative sources for cultural and artistic outlets to improve the environment, image and character of the community is increased.
(d) This chapter is intended to promote the arts in the City of Watsonville by requiring the inclusion of a public artwork component in new development and renovation projects in Watsonville. A policy is hereby established to require certain private developments to use a portion of building development funds for the acquisition and installation of publicly accessible works of art for placement on the development site as a condition of project approval. Developers and/or owners are encouraged to employ Watsonville artists or arts organizations to fulfill the public art requirement.
(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.030 Definitions.
As used in this chapter, the following terms shall have the meanings set forth herein or as otherwise specified in the guidelines referenced herein. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used.

(a) “Allocation for Watsonville public art program” shall mean the percentage of the construction costs which are set aside for the City’s public art program.

(b) “Artwork” includes but is not limited to paintings, drawings, murals in any media, stained glass, statues, bas-relief or other sculptures, and any creation under “new genres” as defined herein; environmental artworks or public spaces; monuments, fountains, arches or other structures intended for ornament or commemoration; integrated and functional architectural, video and other media-based elements designed by a qualified artist. For projects that involve no structures, artwork may include a combination of landscape design, natural and manufactured materials including but not limited to rocks, fountains, reflecting pools, sculptures, screens, benches, and other types of street furniture, provided they have been designed by a qualified artist. Artwork may be of a permanent or temporary nature. The term “artwork” also includes “public art” which is a process that results in the incorporation of original works of art by artists in publicly accessible spaces and which serves a socioenvironmental function identifiable with people; is accessible to the mind and the eye; is integral to the site and responds to the concept of place making; is integrated with the work of other design professionals; is of high quality; serves the City by enhancing the quality of life for citizens and contributes to the City’s prestige; and is unique to its moment in time and place.

(c) “Building permit valuation” shall be the same definition as described in Section 8-1.109(c).

(d) “Community Development Director” shall mean the Community Development Director of the City or his or her designee.

(e) “Conservation” encompasses actions taken toward the long-term preservation of cultural property and includes examination, documentation, treatment and preventative care, supported by research and education. “Restoration” is a type of conservation treatment and specifically refers to an attempt to bring cultural property closer to its original appearance. “Stabilization,” also a type of conservation, refers to an attempt to maintain the integrity of cultural property and to only minimize deterioration.

(f) “Cultural fund” shall mean a special revenue fund established by the City to receive monies from both in-lieu contributions made by a developer and/or owner and appropriated according to expenses authorized in Section 8-20.100.

(g) “Deaccession” refers to the process of permanently removing artwork acquired through the Watsonville public art program as outlined in this chapter.

(h) “Demolition costs” shall mean payment for any work needed for the removal of buildings or other existing structures from City property.

(i) “Design fees” shall include, but are not limited to, those fees paid to an artist, architect, structural engineer or an appropriate party for the development of a design concept and the preparation of construction drawings. Design fees are separate and apart from the cost of the fabrication and installation of an artwork.

(j) “Developer and/or owner” shall mean any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality (other than the City of Watsonville), industry, public or private corporation, or any other entity that undertakes any construction within the City subject to the requirements in this chapter.

(k) “Floor area” is defined in Section 14-18.358.
“Freely accessible” shall mean the artwork is accessible to the public for viewing, in its entirety and in a direct line of sight without hindrances or obstacles, for a period of at least ten (10) hours per day, seven (7) days per week.

“New genres” shall include, but are not limited to, sculpture, sound installation, video, film, audio, digital, hybrid and emerging art forms. These works may be temporary or permanent in nature.

“Nonprofit” shall mean those entities that have obtained tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

“Parks and Community Services Director” shall mean the Parks and Community Services Director of the City or his or her designee.

“Performing arts” shall mean performances and rehearsals conducted by professional or amateur performers, including theater performance (any form of dramatic presentation, spoken or silent); musical theater/opera (any dramatic performance of which music is an integral part); dance (any form of rhythmical movement); music or concert (any musical performance with live musicians and/or singers).

“Permanent installation” shall mean artwork designed and fabricated to remain installed for twenty (20) or more years.

“Project” also referred herein as “development project” is defined as consisting of all physical changes and improvements necessary to complete a development. Such physical changes shall include the construction of new structures or the remodeling of existing structures on a single parcel.

“Public Art Advisory Committee” shall mean a professionally qualified citizen committee recommended by the Watsonville Parks and Recreation Commission and approved by City Council to oversee quality control of the public art program, its projects, and to recommend to the Parks and Community Services Department the sites, scope of project, artworks and artists for the public art projects funded through the Watsonville Cultural Art Fund account.

“Public art projects” are projects which involve artists working through the public art process that result in the creation of original works in publicly accessible spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, fiber work, statues, reliefs or other sculpture, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints, crafts both decorative and utilitarian in clay, fiber, wood, metal, glass, plastics and other materials. Public art projects also include artists serving on design and development teams to identify opportunities to incorporate art in publicly accessible spaces.

“Publicly accessible art” shall mean art that is accessible to the general public.

“Real property” shall mean that which consists of land, and of all rights and profits arising from and annexed to land, of a permanent, immovable nature.

“Real property acquisition costs” shall mean payments made for the purchase of parcels of land, existing buildings or structures, and costs incurred by the City for appraisals or negotiations in connection with such purchases.

“Qualified artist” also referred herein as “artist” shall mean a practicing artist who has demonstrated a high level of accomplishment through a body of work, exhibitions, presentations, or performances. The qualified artist shall have a history of strong conceptual development, as well as possess the ability for skillful execution of tools, materials, and craft. This includes programs rooted in innovative uses of technology, collaborative work, or interdisciplinary projects. The qualified artist shall work primarily in the production of art in unique or limited editions and not for purposes of marketing, mass production or advertising.

“Temporary installation” shall mean artwork intended to remain installed for two (2) years or less.
8-20.040 Development subject to provisions of chapter.

(a) All new residential development projects of five (5) or more units and subject to design review approval pursuant to Section 14-12.400, and all commercial, industrial, and public building development projects involving two thousand (2,000) square feet or more of new floor area and subject to design review approval pursuant to Section 14-12.400, with a building construction valuation of Five Hundred Thousand and no/100ths ($500,000.00) Dollars or more shall be subject to the provisions of this chapter.

(b) All exterior and interior modifications and additions that include all remodeling of existing residential buildings of five (5) or more units, and all remodeling of existing commercial, industrial, and public buildings, shall be subject to the provisions of this chapter when such remodeling has a valuation of Two Hundred Fifty Thousand and no/100ths ($250,000.00) Dollars or more, excluding earthquake rehabilitation required for seismic safety.

(c) Buildings designed and dedicated primarily to nonprofit performing arts spaces or museum uses shall not be required to meet the Watsonville public art program allocation requirement for as long as the performing arts or museum uses are maintained within these buildings.

8-20.050 Allocation.

(a) Calculation.

(1) Nonresidential Building Developments. Private nonresidential building developments and remodeling specified in Sections 8-20.040(a) and (b), respectively, shall devote an amount not less than three-quarters of one (0.75%) percent of building permit valuation, and not more than Seventy-Five Thousand and no/100ths ($75,000.00) Dollars.

(2) Residential Building Developments. Private residential building developments and remodeling specified in Section 8-20.040(a) and (b), respectively, shall devote an amount not less than three-quarters of one (0.75%) percent of building permit valuation, and not more than Seventy-Five Thousand and no/100ths ($75,000.00) Dollars.

(b) Multiple building permits issued within a three (3) year period for a single project shall be considered in the aggregate in determining the Watsonville public art program allocation.

(c) Payment of any required Watsonville public art program allocation shall be received prior to issuance of a City building permit.

8-20.060 Final City approval.

(a) Notwithstanding Chapter 14-10, City reserves the right to the fullest extent of the law to withhold approval of necessary permits, entitlements, and/or other development-related requests, and/or may also refuse to issue a certificate of occupancy for any development project subject to this chapter unless and until all fees required by this chapter have been paid.
8-20.070 Cultural Fund account.

(a) There is hereby created a fund to be known as the “Watsonville Cultural Fund” (hereinafter “Cultural Fund”) to account for fees paid pursuant to this chapter and other funds received by the City as proceeds from the sale of real property acquired/purchased with Cultural Fund monies, pursuant to this chapter.
(b) It is intended that funds in the Cultural Fund account will be appropriated in the annual budget for the purposes described in this chapter.

(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.080 Use of Cultural Fund account monies.

(a) Permissible expenditures from the Cultural Fund account may include the following:
(1) For the design, acquisition, purchase, commission, installation, placement, improvement, relocation, conservation, and insurance of artwork acquired by the City through the Watsonville public art program;
(2) For preventative care, maintenance and utility charges related to the artwork and real property purchased pursuant to subsection (a) of this section;
(3) To sponsor or support the performing arts;
(4) For the acquisition and improvement of real property for the purpose of displaying artwork or conducting performing arts activities, which has been or may be subsequently approved by the City;
(5) For costs associated with administering the Watsonville public art program and associated cultural programs, in an amount not to exceed twenty-five (25%) percent of the total fees deposited into the Cultural Fund pursuant to this chapter during the fiscal year immediately preceding that appropriation, in any year subsequent to the initial fiscal year of the Watsonville public art program; however, in the event the City Council determines that a special circumstance exists, the City Council may set a higher amount by a majority vote;
(6) Other City-produced cultural or art education programs pursuant to the requirements of this chapter;
(7) Structures that enable the display of artwork(s); artistic design and fabrication fees; labor of assistants, materials and contracted services required for the production and installation of the work of art; any required permit or certificate fees, business and legal costs directly related to the project;
(8) Dealer’s fees, if necessary and where appropriate, in concurrence with the National Endowment for the Arts (N.E.A.) recommendation that no more than ten (10%) percent of the artist’s fees be paid as a dealer/gallery commission;
(9) Transportation of the work of art to the site;
(10) Preparation of site to receive artwork; and
(11) Administrative fees/costs as follows: (i) Parks and Community Services Department’s administration costs incurred in the process of administering the public art program including staff time, direct costs and administrative overhead; (ii) documentation, including photographic documentation, of the artwork’s fabrication, installation, and plaques to identify the artwork.

(b) Cultural Fund account monies may not be used for the following:
(1) Directional elements such as supergraphics, signage, or color coding except where these elements are integral parts of the original work of art or executed by artists in unique or limited editions.
(2) “Art objects” which are mass-produced of standard design such as playground equipment or fountains.
(3) Reproduction, by mechanical or other means, of original works of art, except in cases of film, video, photography; printmaking or other media arts.
(4) Decorative or functional elements that are designed by the building architect as opposed to an artist commissioned for this purpose.
(5) Landscape architecture and landscape gardening, except where these elements are designed by the artist and are an integral part of the artwork by the artist.

If real property purchased with monies from the Cultural Fund is subsequently sold, the proceeds from the sale shall be returned to the Cultural Fund.

(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.090 City’s acceptance of donated artwork.

(a) Persons, business entities, public agencies, or other organizations wishing to donate artwork to the City in furtherance of the public art program shall submit an artwork donation application to the Community Services Department and shall include the following information, at minimum:
   (1) Artist biography and object provenance;
   (2) Sketches, photographs, models, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed artwork and installation and siting requirements;
   (3) Acquisition and installation costs;
   (4) An appraisal or other evidence of the value of the proposed artwork. The value of the proposed artwork will be determined by an accredited member or accredited senior appraiser of the American Society of Appraisers, or a member of another established national or international organization for appraisers;
   (5) Information provided by an American Institute for Conservation (“AIC”) affiliated conservator about the durability of the proposed materials, recommendations for future maintenance and estimated maintenance costs; and

(b) If applicable, a written agreement, in a form approved by the City Attorney, executed by or on behalf of the artist who created the artwork or the donor wherein the City is held harmless, protected, and indemnified by the donor for any and all liability arising out of its acceptance of the donated artwork as permitted by applicable law.

(c) Review of Application. The Parks and Community Services Department shall review the artwork donation application and make a recommendation to the Parks and Recreation Commission, which shall have the authority to accept or reject or conditionally accept the donation. Decisions of the Parks and Recreation Commission related to artwork donation applications may be appealed to the City Council by any interested person pursuant to the provisions for appeals contained in Part 11, Chapter 14-10.

(d) All artwork donated to the City in fulfillment of the requirements of this chapter shall become the property of the City upon acceptance by the Parks and Recreation Commission or City Council.

(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.100 Deaccessioning of artwork.

(a) The City will allow the deaccessioning of artwork acquired or commissioned through the Watsonville public art program only when it is in the public interest and serves to improve the quality of the overall Watsonville public art program collection.
(b) Deaccessioning should be considered only after five (5) years following the acceptance of artwork donated to the City or the installation of permanent art commissioned through the Watsonville public art program, unless it is deemed a threat to public safety. The need for temporary removal from public display does not necessitate deaccession. In instances where the artwork considered for deaccession is on private property, the Parks and Recreation Commission shall make the final decision. When the artwork is installed on public property or is City-owned, the Parks and Community Services Department shall make a recommendation to the Parks and Recreation Commission, which will make the final decision. Decisions of the Parks and Recreation Commission related to deaccessioning may be appealed to the City Council pursuant to the provisions for appeals contained in Part 11, Chapter 14-10.

(c) The City may elect to sell artwork that has been deaccessed; and shall deposit proceeds of the sale minus requisite payment to the artist under California Resale Royalties Act.

(d) Deaccession may be considered and approved by the Parks and Recreation Commission for reasons related to and including, but not limited to, the following:

1. The artwork is a threat to public safety, or the condition/security of the work cannot be guaranteed;
2. The owner cannot properly care for the artwork, or the artwork requires an excessive or unreasonable amount of maintenance;
3. The artwork has serious or dangerous faults in design or workmanship, the condition of the artwork requires restoration costs in gross excess of its monetary value or is in such a deteriorated state that restoration is either unfeasible, impractical, or would render the artwork inappropriate;
4. A similar but superior example exists in the collection;
5. The artwork is a forgery;
6. No suitable site for the artwork is available;
7. A significant adverse reaction to the artwork is documented over five (5) years or more;
8. The artwork is judged to have no aesthetic, historical or cultural value;
9. The owner wishes to replace an artwork with a more appropriate work by the same artist;
10. The artwork can be sold to finance, or can be traded for, an artwork of greater importance;
11. A written request from the artist to remove the artwork from public display has been received and approved by the City;
12. The artwork is not or is rarely displayed; and/or
13. The artwork is incompatible with the rest of the collection.

(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.110 Compliance.

Compliance with the provisions of this chapter shall be demonstrated by the developer and/or owner at the time of filing the building permit application as follows: payment of the full amount of the public art program fee.

(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.120 Violations of this chapter.

In addition to other fines or penalties provided by State or municipal law, the City may revoke or suspend any permit or permission granted to any developer and/or owner who violates the provisions of this chapter.

(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)
8-20.130 Appeal.
Decision pursuant to this chapter may be appealed by any interested person pursuant to the provisions for appeals contained in Part 11, Chapter 14-10.
(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.140 Reserved.
(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.150 Artwork on public property, performing arts and purchase of real property for public art.
(a) The Parks and Community Services Department shall prepare a plan for the Watsonville public art program and update it annually through the budget approval process.
(b) The Parks and Community Services Department may recommend to the Parks and Recreation Commission the purchase of artwork to be displayed on public property, the maintenance of public art, recommend support for the performing arts, and the purchase and improvement of real property to be used for the display of artwork.
A recommendation shall include the following information:
  (1) The type of artwork considered, an analysis of the constraints applicable to placement of the artwork on a site, the need for and practicality of the maintenance of the artwork, and the costs of acquisition and installation of the artwork; or
  (2) The type of performance and amount recommended; or
  (3) The estimated costs of acquisition and improvements of the real property proposed to be purchased.
(c) The Parks and Community Services Department is authorized to solicit and review performing arts grant applications and make a recommendation to the Parks and Recreation Commission up to the amount authorized in the City budget for the fiscal year for which the projects are being considered.
(d) An expenditure from the Cultural Fund may be made for the performing arts provided the Parks and Recreation Commission approves the performing arts event and that the performance occurs at a location in the City, or location owned or controlled by the City, or at an alternative site which is located within close proximity to the corporate boundaries of the City and which has facilities for performing arts that complement or supplement those available within the City.
(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

8-20.160 Approval procedures for City public art projects.

All City-initiated public art projects shall follow the same approval requirements as development projects on private property.
(§ 1, Ord. 1432-22 (CM), eff. July 9, 2022)

The Watsonville Municipal Code is current through Ordinance 1462-24 (CM), passed February 27, 2024.

Disclaimer: The City Clerk's Office has the official version of the Watsonville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.
City Website: https://www.cityofwatsonville.org/
City Telephone: (831) 768-3040