

BOARD REPORT

NO. 26-078

DATE April 16, 2026

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LINCOLN HEIGHTS RECREATION CENTER – PARK IMPROVEMENTS (PRJ21376) PROJECT – APPROVAL OF ARTWORK INSTALLATION

| | | | |
|-------------|-------|-----------------------|-----------|
| B. Aguirre | _____ | M. Rudnick | _____ |
| B. Jones | _____ | for *C. Santo Domingo | <u>DF</u> |
| C. Stoneham | _____ | N. Williams | _____ |



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Grant retroactive approval of the installation of the decorative fence named “The Gate of the Feathered Serpent” (“Artwork”) at Lincoln Heights Recreation Center as depicted in Attachment 1 of this Report for a period of 25 years; and,
2. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Lincoln Heights Recreation Center is located at 2303 Workman Street in the Lincoln Heights community of the City. This 2.87-acre property includes a play area, recreation center, senior citizen center, playground and parking lot.

The decorative fence named “The Gate of the Feathered Serpent” (Artwork) was installed as part of the Lincoln Heights Recreation Center – Park Improvements (PRJ21376) Project. The Artwork is part of the City’s Public Work Improvements Art Program (AKA Percent for Art Program), with funding from Proposition 68.

The Artwork, which faces east on Workman Street, was completed in December 2023 without prior written approval from the Board of Recreation and Parks Commissioners, which is required for all art installations.

On June 3, 2023, RAP received the Public Art Application, and additional documentation for the “The Gate of the Feathered Serpent”, as shown in Attachment 2.

The Artwork was presented to the RAP Facility Repair and Maintenance Commission Task Force (Task Force) on April 6, 2023, at which time the Task Force approved the matter to be forwarded to the Board for consideration.

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The Department of Cultural Affairs' (DCA) Cultural Affairs Commission (CAC) granted conceptual and final approval for the installation of the Artwork on September 13, 2023 (Attachment 3). For reasons unknown, DCA did not notify RAP staff that the Artwork was ready for the Board's consideration. As the Lincoln Heights Recreation Center – Park Improvements (PRJ21376) Project was under construction at the time, RAP's project manager permitted the Artwork to be installed.

ABOUT THE ARTWORK

The “The Gate of The Feathered Serpent”, designed by artist Miles Lewis, derives from the initial prompt from the preliminary community meetings requesting that the design of the project focuses on a celebration of joint Aztec and Mayan heritage. With no further specification on details, symbols, or the interaction between these two diverse ancient cultures, the artist worked with common shared imagery that provides simple, monumental community beautification and affirmation of the legacies of Aztec and Mayan descendants in Los Angeles. The subject became the Aztec god Quetzalcoatl and his Mayan analogue Kukulcan. This subject was easily adapted to the format of the gates. The serpent god slides towards the entrance; his human and bird avatars appear on the entrance gate. Three points of continuity with the center and Los Angeles were incorporated:

1. The mountain ranges behind the serpent, signifying the Central American and Mexican Sierra Madre through to the Angeles, San Gabriel, and Santa Monica ranges locally;
2. The skyline of the City of Los Angeles being spoken into existence between the two persons; and
3. Both characters rest on a Meso-American stylization of a joint soccer and basketball, indicating the primary sports at the community center.

The Artwork is shown as Attachment 1. The medium used for the Artwork was mostly steel elements, with anti-graffiti coating applied to the completed fencing.

ARTWORK FUNDING

The Artwork was funded by \$66,000 in Proposition 68 funds for the Lincoln Heights Recreation Center – Park Improvements (PRJ21376) Project.

COMMUNITY OUTREACH

A request for proposals, facilitated by DCA, was conducted on Thursday, December 8, 2022. Per DCA, the community requested that the proposals express the history and culture of the neighborhood represented in the gate design. The community has expressed a strong interest in having art that honors the Aztec and Mayan cultural themes that pay homage to the strong Mexican American history of the neighborhood.

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As noted in Board Report No. 21-052, each Proposition 68 (Prop 68) projects must undergo community engagement.

ARTWORK MAINTENANCE

DCA will be responsible for the fence's maintenance since it has been incorporated into the City's Permanent Art Collection. The letter from DCA committing to the maintenance of the fence is attached as Attachment 4. RAP staff will correspond with DCA should the fence be not maintained to RAP standards.

ENVIRONMENTAL IMPACT

The Board approved the Lincoln Heights Recreation Center – Park Improvements Project on October 2, 2019 (BR 19-200) and determined that the project is exempt from the provisions of the California Environmental Quality Act (CEQA). A Notice of Exemption was filed with the Los Angeles County Clerk on October 18, 2019. The project description includes the replacement of the existing fencing with a more decorative style fence.

As the project as already been completed, in compliance with CEQA, staff recommends that the Board take no further CEQA action.

FISCAL IMPACT

The approval of this Report will have no fiscal impact on RAP's General Fund.

This Report was prepared by David Lee, Management Assistant, Planning, Maintenance and Construction Branch. Compliance with the California Environmental Quality Act has been reviewed by Elena Maggioni, Environmental Supervisor II, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

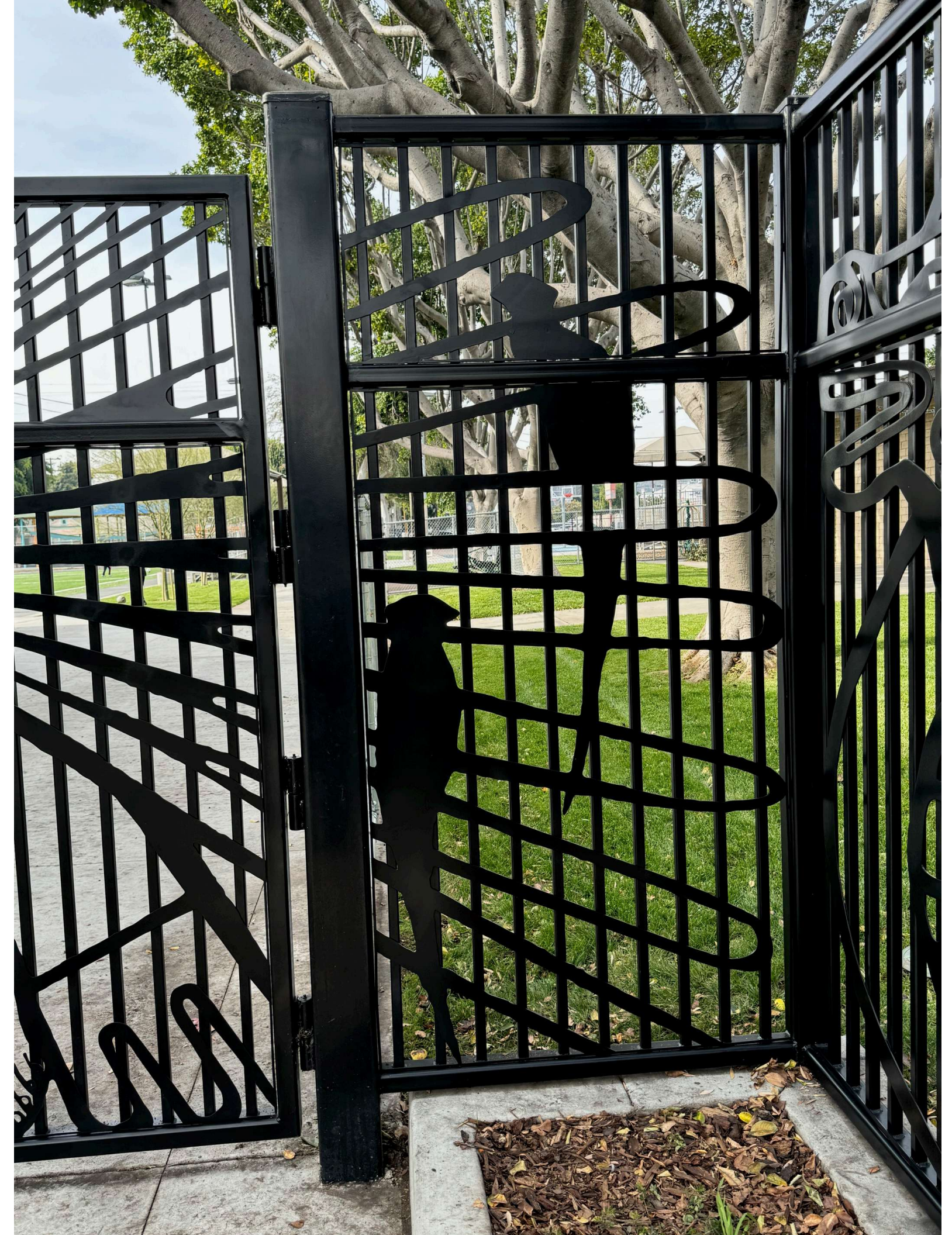
- 1) Attachment 1 – Images of “The Gate of the Feathered Serpent”
- 2) Attachment 2 – Public Art Application
- 3) Attachment 3 – Department of Cultural Affairs Cultural Affairs Commission Minutes
- 4) Attachment 4 – Letter from DCA re: Artwork Maintenance

ATTACHMENT 1

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OF PAGE IS
BLANK)**











CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

Planning, Construction, and Maintenance Branch

Public Art Application (Rev. 08/2014)

Date: March 1, 2023

1. Applicant: (Individual name or organization, address, email, telephone):

Department of Cultural Affairs, Martica Stork : martica.stork@lacity.org

2. Project Title/Description (attach separate sheet if required):

The Gate of the Feathered Serpent project focus on a celebration of joint Aztec and Mayan heritage. the artist worked with common shared imagery that provides simple monumental community beautification and affirmation of the legacies of Aztec and Mayan descendents in Los Angeles.

3. Project Location/Street Address: Lincoln Heights Recreation Center 2303 Workman Street

4. Council District of Project Location: CD 1

5. Artist(s) Information (attach separate sheet for multiple entries, if required):

Name: Miles Lewis

Address: [REDACTED]

Email(s): [REDACTED]

Telephone(s): [REDACTED]

6. Estimated Cost of Project (Materials, Labor, Insurance, etc.): \$66,000

7. Expected Length of Time for Installation: one month

8. Expected Lifespan of Project: (3 years, 5 years, 7 years, other,) 10 year maximum: 25 years

9. Who will be responsible for maintaining the project during its lifespan? (attach separate sheet if required)

Name: City of Los Angeles

Address: 201 N. Figueroa St. #1400, LA 90012

Email: pad@lacity.org

Telephone: _____

10. Do you have a signed contract with the artist regarding the proposed project? Y or N
The contract is currently being executed. A copy of the unsigned contract is attached.

11. Do you have a signed contract with the artist addressing the duration the project will remain in place, project maintenance, and/or removal of the project from park property? Y or N
See above answer.

12. If "Yes" to either of 10 or 11 above, please attach one (1) copy of each contract.

13. See "Required Documentation" sheet for additional information and requirements.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

Planning, Construction, and Maintenance Branch

Public Art Proposal Required Documentation (Rev. 08/2014)

All requested items and copies of requested documents must be submitted to RAP before an application can be processed and scheduled for an initial review.

- A. Application Form;
- B. Artist(s) Resume(s) – please be sure the resumes list other past public art projects the artists have done, with descriptions, locations, and dates of each project.
- C. Relevant Press – one review (one page maximum) of the artist’s work or the applicant’s work.
- D. Written Narrative (maximum two pages) – in the order they appear below. Please address and include a description of the following items:
 - 1. Funding Source(s) – Identify all funding sources such as grants, fund-raised monies, or donations and include whether these funds are committed or proposed.
 - 2. Artist Selection Process – How was the artist selected? How many artists were interviewed/considered?
 - 3. Design – How was it derived?
 - 4. Community Context – How does the design fit within the existing environment in terms of size, color, surrounding building types, materials, theme, community culture or architectural design, etc.
 - 5. Production Process – How will the proposed wall/area be prepared? What type of medium will be used? Who will do the actual production – the artist, the artist and assistants, or the artist and students?
 - 6. Maintenance – Identify (name, address, email, telephone) the individual who will arrange to have the project cleaned and/or repaired. With what funds and for how long is this maintenance commitment? Describe the process you have developed to maintain the installation over its lifespan. Attach a signed letter or other documentation from the individual responsible for this maintenance commitment indicating his/her acceptance of this responsibility.
 - 7. Agreement Regarding Anti-Graffiti Coating – Application of an anti-graffiti coating is mandatory. Attach a letter or other correspondence showing that an anti-graffiti coating has been arranged.
- E. Detailed Sketch and/or Drawing – Colors and details must be accurately indicated and rendering must be to scale. Indicate the precise area of the park where the project is proposed. Provide a photograph of the proposed location with an overlay of the proposed project at scale. (7 copies)
- F. Color Photographs of the Site and Surroundings – Show adjacent buildings, buildings across the street, and local landmarks that indicate the flavor of the neighborhood. (7 copies)

Miles Lewis

B. Artist Resume (See attachment)

C. Relevant Press (N/A)

D. Written Narrative:

1. Funding Source:

Funding for the project was secured through the City's successful CA State Parks' Proposition 68 Statewide Park Program Grant Awards application submitted by the Department of Recreation and Parks

2. Artist Selection Process:

In October 2022, DCA invited 6 artists from a prequalified list with defined reputations and experience in creating decorative gates and working in metal; they were asked to develop a gate proposal. Three (3) qualified artists accepted the invitation and presented proposals.

On December 8, 2022 DCA convened a panel of independent arts professionals and Recreation and Parks representatives.

Based on the quality, artistic merit, and appropriateness of their past work, as well as their professionalism of their research and presentation, Miles Lewis Enterprises Inc. was awarded the public art commission for the Lincoln Heights Recreation Center.

3. Design:

The Gate of the Feathered Serpent design derives from the initial prompt from the preliminary community meetings requesting that the design of the project focuses on a celebration of joint Aztec and Mayan heritage. With no further specification on details, symbols, or the interaction between these two diverse ancient cultures, the artist worked with common shared imagery that provides simple, monumental community beautification and affirmation of the legacies of Aztec and Mayan descendents in Los Angeles. The subject became the Aztec god Quetzalcoatl and his Mayan analogue Kukulcan. This subject was easily adapted to the format of the gates. The serpent god slides towards the entrance; his human and bird avatars appear on the entrance gate. Three points of continuity with the center and Los Angeles were incorporated:

1. The mountain ranges behind the serpent, signifying the Central American and Mexican Sierra Madre through to the Angeles, San Gabriel, and Santa Monica ranges locally.
2. The skyline of the City of Los Angeles being spoken into existence between the two persons.
3. Both characters rest on a Meso-American stylization of a joint soccer and basketball, indicating the primary sports at the community center.

4. Community Context:

The design fits within the existing physical environment perfectly. It is explicitly adapted for the existing space. It will have the same color, and be composed of the same base material. Additionally, it is designed for safety (avoiding sharp edges and pinch points) and has the same maintenance routine as the existing fence. Its theme is directly and obviously responsive to the initial request for a combination of Aztec and Mayan aesthetics. As public imagery for a family audience, it does not depict violence, nudity, or political content.

5. Production Process:

FABRICATION:

The design will be carved out of 1/8" steel. The materials will be sourced by Frankie Vasquez through his company, Roberto's Wrought Iron. Frankie and Miles will finalize the working drawings and deliver the

materials and production template to Waterjet Natural Cutting, Inc. in Chatsworth or another suitable waterjet or laser cutting operation.

INSTALLATION:

Frankie and Roberto's Wrought Iron will retrieve and prepare cut metal elements for application to the gate and fencing. Frankie and Miles will schedule and supervise installation, observing all applicable safety measures, and coordinating with DCA as necessary. They will make sure that all metal edges are safe for possible public interaction. They will weld, powder coat, and apply any other necessary protections to the design.

6. Maintenance:

The artists are contractually required to provide a Maintenance Manual to the Department of Cultural Affairs. The artwork will be coated with a top of the line two-part water based urethane anti-graffiti coating. The City is responsible for the long-term care and maintenance of public artwork created through the Public Works Improvements Arts Program.

The contract is currently being executed. A copy of the unexecuted contract is attached. The contract describes the City's commitment to maintain the installation over its lifespan,

7. Agreement Regarding Anti-Graffiti Coating:

(See attachment)

MILES LEWIS - ARTIST

CONTACT

SITE

mileslewisstudio.com

HARD SKILLS

Drawing

Painting

Watercolor

Illustration

Digital Painting

Photoshop

SOFT SKILLS

Master Teacher

Project Coordinator

Event Production

Team Leader

Communications

Summary Bio:

- **Public Artist**, working with private and public patrons.
- **Fine Artist**, exhibited internationally.
- **Director of the Valley Art Workshop**, designing and implementing educational curricula for 100's of students of all ages. (valleyartworkshop.com)
- **Board of Directors of 11:11 A Creative Collective**, the premier public arts organization in the San Fernando Valley. (1111acc.org).

Education

2013 California State University, Northridge (CSUN)
(BA, Summa Cum Laude – Fine Arts, Printmaking Focus)

Public Art Projects

- | | |
|------|---|
| 2023 | Portraits of El Segundo's Future - COMMISSIONED PAINTINGS Commissioner: City of El Segundo Location: TBD |
| 2023 | Gate of the Feathered Serpent - METAL SCULPTURE Commissioner: LA DCA Location: Lincoln Heights Recreation Center, LA (IN PROGRESS) |
| 2023 | Painting and Exhibit Production for Tree-logy Concert Commissioner: Soraya Performing Arts Center Location: Soraya, Performing Arts Center, CSUN (IN PROGRESS) |
| 2022 | "Garden Matador" - MURALS Commissioner: Institute of Sustainability, CSUN Location: CSUN Sustainability Teaching Garden |
| 2021 | "Kiss The Ground" - MURAL Commissioner: California Arts Council Location: Cafe Gratitude Parking Lot, Larchmont Blvd. |
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- 2021 *"Oak Tenders" - MURAL*
Commissioner: California Arts Council
Location: LA City Council District 3 Office
- 2020 *"More People Than You Know" - ELECTRONIC DISPLAY*
Commissioner: Metro LA
Location: On screens throughout LA Metro transit system
- 2019 *"Toolbox Staircase Suite" - MURAL*
Commissioner: Toolbox LA
Location: Toolbox LA Stairwell, Chatsworth, CA
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Public Art Event Production:

- 2022 Tarzana Native Plant Fair
Director and programmer for this arts and environmental educational festival at the Tarzana Community & Cultural Center.
tarzananativeplantfair.com
- 2019 *Paper Earth Fair*
Director and programmer for this arts and environmental educational festival at the Tarzana Community & Cultural Center.
paperearth.org
- 2016-2019 *Reseda Rising*
Educational and environmental programmer and sustainability consultant for the biggest art fair in the San Fernando Valley.
1111acc.org/resedarisingfestival

Solo Exhibitions

- 2013 *Miles Lewis, 55 limited, Berlin, Germany*

Selected Group Exhibitions

- 2019 *Toolbox Inaugural Exhibition, Toolbox LA, Chatsworth, CA*
- 2017 *When Line Becomes Form, Brand Library Gallery, Glendale, CA*
- 2016 *BIG Etching Exhibition, Aberystwyth University, Wales, UK*
Made in Long Beach, Made in Long Beach, Long Beach, CA
- 2015 *Illuminate, Surrogate Gallery Projects, Pasadena, CA*
Metamorphosis, Fifth Colum Studio, Los Angeles, CA
10th National Juried Exhibition, Axis Gallery, Sacramento, CA
We're Here, We're Queer, LGBT Center Orange County, Santa Ana, CA
Camera Obscura Residency Exhibition, Camera Obscura, Santa Monica, CA
Group Show #6, Blackstone Gallery, Downtown LA, CA
- 2014 *Autumn Group Show, 55 limited, Berlin, Germany*
The Man Show, Cope Studios, Glendale, CA
Beats and Pieces Inaugural Group Show, 11:11 A Creative Collective, Tarzana, CA
Pumpkin Pie, Daniel Rolnik Gallery, Santa Monica, CA
August Group Show, Blackstone Gallery, Downtown LA, CA
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Residencies

- 2015 *Camera Obscura, Santa Monica, CA*
January through the end of February. Co-resident with Zeina Baltagi. An inaugural and temporary education/production printmaking program at the historic Camera Obscura building. Moderated the "Printers' Tea", a panel discussion on printmaking with various representatives of the LA print community.
- 2013 *55 limited, Berlin, Germany*
Focus on historical photogravure and etching techniques.
- 2013 *Elsewhere Studios, Paonia, CO*
Focus on photography and painting techniques.

Teaching

- Now-2009 *Director, Valley Art Workshop, Woodland Hills, CA*
Coordinator for educational programming and professional artists' production.
Instructor for foundational and college preparatory programming.
- Now-2016 *San Fernando Valley Regional Educator, LACMA*
Regional educator proposing and directing community educational workshops.
- 2016 *Visiting Artist, Cal State University Channel Islands, Ventura, CA*
Panel member providing professional advise to university undergraduates.
- 2016-2014 *Educare and Independent LAUSD Instructor*
Teacher for after-school drawing academies at:
Valley Academy of Arts and Sciences, Granada Hills, CA
Cesar Chavez Learning Academies, San Fernando, CA
- 2015 *Visiting Artist, Cal State University Long Beach, Long Beach, CA*
Local printmaking professional providing critique and professional advise to the graduate printmaking program.
- 2013 *Technique Presentation:*
-Relief Block Printing, Craft and Folk Art Museum, Los Angeles, CA
-Direction of Screenprinting Workshop for CSUN Painting Guild, CSUN
-Encaustic and Egg Tempera Painting Demonstration, CSUN
-

-
- 2012 *Workshop Presenter/Volunteer:*
 - Monotype Workshop, Los Angeles Printmaking Society's
 First Annual Monothon, CSUN
 -Polyester Plate Lithography, CSUN
 -Encaustic Painting Techniques, Artists' Enclave Studio,
 Woodland Hills, CA
- 2008-2006 *Assistant Teacher and Administrator, Valley Art Institute,*
 Woodland Hills, CA
 Assistant for the college-preparatory drawing and
 painting programs.

Organizations

- Now-2012 *11:11 A Creative Collective – 1111acc.org*
 Board of Directors - associate organizer for Reseda
 Rising, SFV art festival
- Now-2013 *Los Angeles Printmaking Society – Artist Membership*
2013-2012 *Vice-President of the CSUN Printmaking Society*
 Planned and hung "Singles & Series" (2012) and
 "Matrix" (2013) shows.

Bibliography

- 2014 art inclusion. Issue 1, The Knicknackery
- 2013 Bogdanov, Alexander, "Contract Between the Administrator and
 the Artist", UCSB MFA Thesis Exhibition, 2013
- 2013 Jerger, Holly, "LA Print Edition 3," LA Printmaking Society's
 Interleaf, Spring 2013
- 2011 Campos, Braulio, "Painting Through Change,"
 CSUN Daily Sundial, vol. 53 (November 2011): 50

Online

- 2014 Interview Feature on Respecting the Process Podcast
- 2013 November Feature - Figure50.com
- 2013 The Telephone Project - Transmission Project, Satellite Press –
 satellitecollective.org
-

CITY OF LOS ANGELES

CALIFORNIA

CULTURAL AFFAIRS COMMISSION

ELISSA SCRAFANO
PRESIDENT

THIEN HO
VICE PRESIDENT

EVONNE GALLARDO
CHARMAINE JEFFERSON
RAY JIMENEZ
ERIC PAQUETTE
ROBERT VINSON



KAREN BASS
MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

201 NORTH FIGUEROA ST, SUITE 1400
LOS ANGELES, CA 90012
213.202.5500 TEL
213.202.5513 FAX
culturela.org WEB

DANIEL TARICA
GENERAL MANAGER

February 28, 2023

Department of Recreation and Parks
Planning, Maintenance and Construction

To Whom It May Concern,

The City of Los Angeles requires artwork commissioned through the Public Works Improvements Arts Program (PWIAP) to last a minimum of 25 years pursuant to Section 8 A. of contract with the City of Los Angeles. As long as proper maintenance is performed on the artwork it should at least 25 years.

The City is responsible for the long-term care and maintenance of public artwork created through its Program, including anti-graffiti protection. Artwork will be coated with a two-part water based urethane anti-graffiti coating.

DCA maintains all artworks and our standard artist contract template for design/fabrication/installation specifies that.

Best regards,

Martica Stork
Program Manager, Public Percent for Art
City of Los Angeles
Department of Cultural Affairs [DCA] Public Art Division



- CLAVE**
MEJORAS DE ÁREA FOCALIZADA
- NUEVO CAMPO DE FÚTBOL SINTÉTICO
 - NUEVO EQUIPO DE EJERCICIO
 - NUEVOS COLUMPIOS
 - NUEVA ÁREA DE PICNIC
 - NUEVA ILUMINACIÓN DE PARQUE Y CAMPO (LED)
 - REFORMAR CANCHA DE BALONCESTO
 - RESTAURACIÓN DEL ESTACIONAMIENTO
-  NUEVO EQUIPO DE EJERCICIO
-  NUEVO PASAJE
- MEJORAS DE CONSTRUCCIÓN**
- NUEVO SISTEMA DE AIRE ACONDICIONADO
 - RENOVACIÓN DE BAÑOS
- MEJORAS GENERALES**
- ACCESIBILIDAD PARA PERSONAS DISCAPACITADAS (ADA)
 - NUEVAS FUENTES DE AGUA PARA BEBER
 - PARQUE CERCADO
 - PAISAJE Y RIEGO
 - AZTEC EL ARTE TEMÁTICO
 - NUEVA ILUMINACION DE PARQUE

- KEY**
FOCUSED AREA IMPROVEMENTS
- NEW SYNTHETIC SOCCER
 - NEW FITNESS EQUIPMENT
 - NEW SWINGS
 - NEW PICNIC AREA
 - PARK AND FIELD LIGHTING
 - BASKETBALL COURT REFURBISHMENT
 - PARKING LOT REFURBISHMENT WITH PERMEABLE PAVING
-  NEW FITNESS EQUIPMENT
-  NEW WALKWAY
- BUILDING IMPROVEMENTS**
- NEW AIR CONDITIONING
 - RESTROOM UPGRADES
- GENERAL IMPROVEMENTS**
- ADA UPGRADE
 - NEW DRINKING FOUNTAINS
 - PARK FENCING
 - LANDSCAPE AND IRRIGATION
 - AZTEC THEMED ART
 - PARK LIGHTING

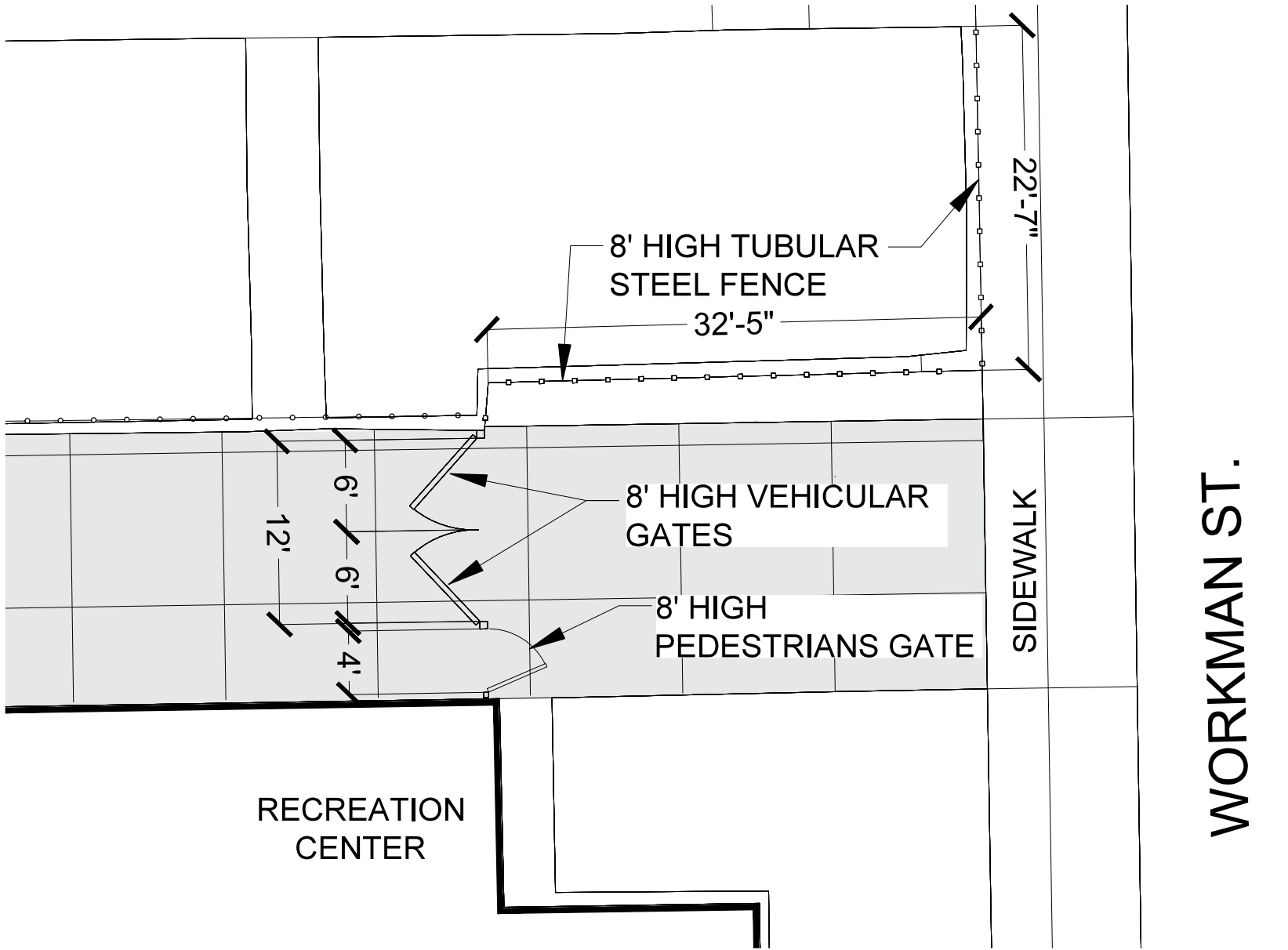


LINCOLN HEIGHTS RECREATION CENTER - CD 1
PRELIMINARY DESIGN
 PROPOSITION 68

CITY OF LOS ANGELES
 DEPARTMENT OF RECREATION & PARKS





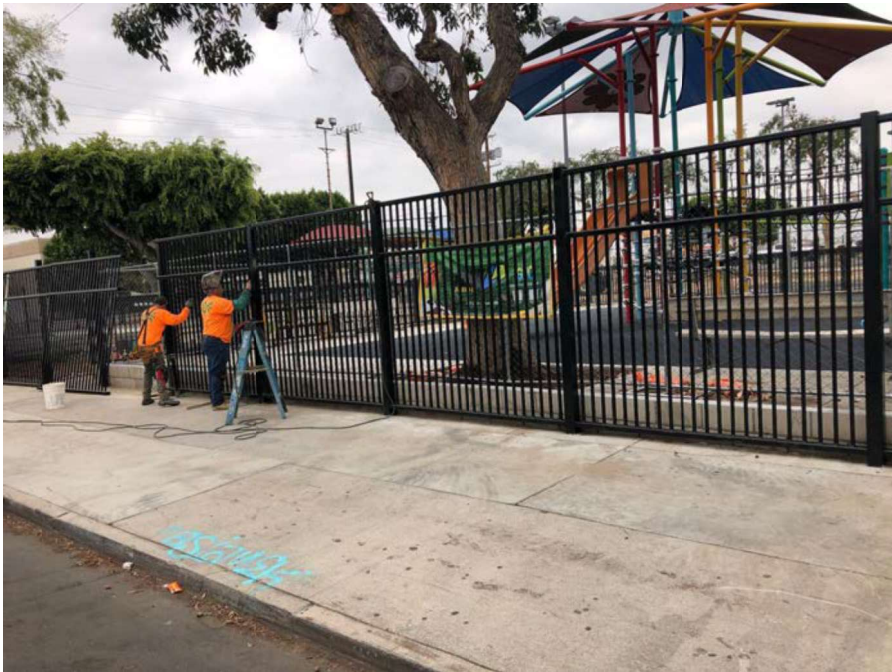


LINCOLN HEIGHTS RECREATION CENTER





Workman Street Entrance



Lincoln Heights Recreation Center—North Facing Playground



including engineering and city permits as required. The City will prepare the site for the artist for the purpose of supporting and facilitating the implementation of the art project.

Your proposal package should include the following items in one PDF package:

- **Written narrative of proposed project concept, including your approach to community engagement.**
- **Description of the artwork fabrication, installation, and proposed maintenance methods**
 - **Renderings of proposed artwork**
 - **Itemized budget**
 - **Timeline for fabrication and installation**

Participant artists are encouraged to register on the Regional Alliance Marketplace for Procurement also known as RAMP. If you are a new applicant, go to rampla.org to register to bid for a City of Los Angeles business commission, grant, or contract. Technical support for RAMP may be requested by emailing supportrampla@lacity.org. Sometime thereafter you may receive requests from RAMP to verify your location, the percentage of your workforce that lives in the City of Los Angeles, your status as a minority owned/operated business, and your status as a woman owned/operated business. We encourage you to respond accurately so that individual artists are understood as a significant contributor to equity in our city. If you have previously received commissions, grants, or contracts from the City of Los Angeles, then you have already registered on RAMP [previously BAVN].

Should you have any questions regarding the site walk-through meeting, please feel free to contact me at Martica.stork@lacity.org. We very much look forward to the possibility of working with you on this project.

Sincerely,

MStork

Martica Stork
Arts Manager
Public Art Division

1.- PROPOSAL #1 _____ 10:15AM-10:45AM
YUMI KIYOSE / 15 Min.
Panel Questions 10 min.
Scoring 5 min.

2.- PROPOSAL #2 _____ 10:45AM-11:15AM
LT MUSTARDSEED / 15 Min.
Panel Questions 10 min.
Scoring 5 min.

3.- THE GATES OF THE FEATHERED SERPENT _____ 11:15AM-11:45AM
MILES LEWIS & FRANKIE VASQUEZ / 15 Min.
Panel Questions 10 min.
Scoring 5 min.

11:45AM –12:00PM FINAL DELIBERATIONS

ADJOURN

**PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
Miles Lewis Enterprises Inc.**

THIS AGREEMENT is entered into by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter “CITY”), through its DEPARTMENT OF CULTURAL AFFAIRS (hereinafter “DEPARTMENT”), and Miles Lewis Enterprises Inc. (hereinafter “CONTRACTOR”).

WITNESSETH

WHEREAS, CITY, through its Percent-for-Art policy, mandates that all public works capital improvement project undertaken by CITY must allocate funding, in an amount equal to one-percent (1%) of total construction project costs, for the purposes of creating public art project(s) in compliance with CITY’s Public Works Improvements Arts Program (hereinafter “PROGRAM”), implemented and administered by DEPARTMENT, pursuant to CITY’s Administrative Code Section 19.85; and

WHEREAS, CITY authorizes payments to fund public arts projects administered by PROGRAM, including: acquisition or placement of publicly accessible works of art; acquisition or construction of arts or cultural facilities; provision of arts or cultural services; and/or restoration or preservation of existing works of art; and

WHEREAS, to accomplish this purpose, CITY desires to contract with people who possess the necessary knowledge, experience, and professional expertise to execute public arts projects; and

WHEREAS, the Department of Recreation & Parks of CITY (hereinafter “AGENCY”) has allocated funds for the selection, purchase, and placement of a public arts project in compliance with PROGRAM; and

WHEREAS, a shortlist of artists was established based on qualifications of each artist’s skills, talent, and expression, and CONTRACTOR was selected from the established shortlist and asked to develop a proposal for the public arts project (hereinafter “ARTWORK”) at the Lincoln Heights Recreation Center (hereinafter “PROJECT SITE”); and

WHEREAS, CONTRACTOR has been selected by a panel of experts from among the shortlist of artists invited to develop a proposal and because CONTRACTOR has the requisite skill and creativity to perform the services described in this AGREEMENT in public space located at PROJECT SITE; and

WHEREAS, CONTRACTOR has demonstrated the ability to create and design ARTWORK to satisfy the needs identified by DEPARTMENT; and

WHEREAS, CITY wishes to promote and maintain the integrity and clarity of CONTRACTOR’s ideas and statements as represented by ARTWORK; and

WHEREAS, per CITY Charter Section 371(e)(2), the General Manager of DEPARTMENT finds that the services to be performed are of an expert, technical, and special nature, as well as occasional and temporary, and for these reasons, competitive bidding is not practical or advantageous.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT

- A. The purpose of this AGREEMENT is to provide CONTRACTOR with a total amount of \$66,000 in funding for the design, fabrication, and installation of ARTWORK at PROJECT SITE, wherein services rendered shall comprise SCOPE OF WORK pursuant to SECTION 4.
- B. CITY and CONTRACTOR hereby agree that they each shall take all steps legally required of them and available to them to permit each of them to perform the timely performance of their respective obligations pursuant to this AGREEMENT.

SECTION 2. DEFINITIONS

AGENCY—the Department of Recreation and Parks of CITY.

ARTWORK—GATE OF THE FEATHERED SERPENT is an artistically designed decorative gate representing the Mayan and Aztec cultural influences in Lincoln Heights

CITY—the CITY OF LOS ANGELES, a municipal corporation.

COMMISSION—the BOARD OF CULTURAL AFFAIRS COMMISSIONERS of DEPARTMENT of CITY.

CONTRACTOR—Miles Lewis Enterprises Inc.,
5201 Collier Pl., Woodland Hills, CA 91364

DEPARTMENT—the DEPARTMENT OF CULTURAL AFFAIRS of CITY.

MAINTENANCE MANUAL—a comprehensive manual prepared and submitted by CONTRACTOR, detailing all required and suggested maintenance related to ARTWORK, and subject to review and written acceptance by DEPARTMENT and AGENCY.

NOTICE OF FINAL ACCEPTANCE—written notice issued by DEPARTMENT, verifying CONTRACTOR’s completed installation of ARTWORK as specified in WORK PLAN as approved by COMMISSION, subject to CITY’s final inspection and approval of ARTWORK installation.

NOTICE TO PROCEED—written notice issued by DEPARTMENT, authorizing CONTRACTOR to initiate fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate fabrication prior to receipt of such notice.

PROJECT SITE—Lincoln Heights Recreation Center, 2303 Workman St., Los Angeles, CA 90031

RECEIPT OF VERIFICATION—written notice issued by DEPARTMENT, verifying CONTRACTOR has completed fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate transportation or installation of ARTWORK at PROJECT SITE prior to receipt of such notice.

RELEASE OF ALL CLAIMS—a document prepared and provided by CITY, for CONTRACTOR to review, sign, and submit, thereby fully releasing, acquiring, and discharging CITY from all claims, actions, causes of action, demands, damages, costs, expenses, attorney fees, obligations, and/or liabilities related to work performed under this AGREEMENT, applying to all unknown and all unanticipated damages, as well as to injuries and damages now known, disclosed, or anticipated that may result from or arise out of this AGREEMENT, or to the effects or consequences thereof.

SCOPE OF WORK—CONTRACTOR’S RESPONSIBILITIES; TERM, REQUESTS FOR PAYMENT & REMUNERATION; DELIVERY & ACCEPTANCE; MAINTENANCE, REPAIRS & RESTORATION OF THE WORK; and ENGINEERING CONFORMANCE & PROTECTION OF WORK; pursuant to SECTIONs 4; 10; 11; 12; 18; and 25.

WORK PLAN—an established schedule with specific dates and milestones, including an itemized budget, work phases, and meetings for execution and delivery of ARTWORK, prepared by CONTRACTOR in consultation with DEPARTMENT and AGENCY.

WORK PRODUCTS—all materials, tangible or not, created in whatever medium under this AGREEMENT, including without limitation to artworks, audio-visual, reports, drawings and sketches, schematics, marks, logos, graphic designs, and all other intellectual property.

SECTION 3. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

A. Parties to this AGREEMENT:

1. CITY, a municipal corporation, chartered by the STATE OF CALIFORNIA, acting by and through DEPARTMENT.
2. Miles Lewis Enterprises Inc.

B. Representatives of the Parties.

The representatives of the respective parties authorized to administer this AGREEMENT, and to whom formal notices, demands, and communications shall be given, are as follows:

1. The representative of CITY, unless otherwise stated in this AGREEMENT, shall be:

Martica Stork, Public Art Division
City of Los Angeles Department of Cultural Affairs
201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012
213 202-5544 <Martica.stork@lacity.org>

2. The representative of CONTRACTOR shall be:

Miles Lewis

- C. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- D. CONTRACTOR shall give written notice to CITY detailing any change(s) in the name and/or address of the person designated as the representative of CONTRACTOR for receipt of notices, demands, or communications, within five (5) days of any such change(s).
- E. The relationship of the parties under this AGREEMENT is, and at all times shall remain, solely that of independent contractors to each other. Neither DEPARTMENT nor CONTRACTOR undertakes nor assumes any responsibility or duty except as expressly provided herein. Except as specified in writing, no party shall have any authority to act as an agent for any other or to bind any other to any obligation.

SECTION 4. CONTRACTOR'S RESPONSIBILITIES

SCOPE OF WORK contained in this AGREEMENT encompasses the full execution of ARTWORK, including construction documents, feasibility study, engineering, production, fabrication, transportation, inspection, installation, maintenance plan, and presentation to community and approving bodies.

- A. ARTWORK shall be coordinated, designed, and executed by CONTRACTOR throughout the entire scope of this project.
- B. Upon execution of this AGREEMENT, CONTRACTOR shall meet with DEPARTMENT and AGENCY representatives.
- C. CONTRACTOR shall be reasonably available to meet with community member(s) impacted by ARTWORK as requested by DEPARTMENT in consultation with AGENCY.
- D. Within sixty (60) days of meeting(s) with community member(s), pursuant to PARAGRAPH C of this SECTION, and upon DEPARTMENT's written request, CONTRACTOR shall prepare and submit design plan renderings and visual samples to DEPARTMENT for review by DEPARTMENT and AGENCY.
- E. Within sixty (60) days of meeting(s) with community, pursuant to PARAGRAPH C of this SECTION, CONTRACTOR shall submit a preliminary WORK PLAN for DEPARTMENT's review and written approval, which CONTRACTOR shall develop in consultation with DEPARTMENT, AGENCY, and other project stakeholders as instructed by DEPARTMENT.
- F. Additional or changed services to be provided by CONTRACTOR shall be subject to approval by DEPARTMENT and AGENCY, wherein any such services shall be described in the form of a written amendment to this AGREEMENT.

- G. CONTRACTOR shall present to COMMISSION the preliminary design concept for ARTWORK and preliminary WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design details for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- H. CONTRACTOR shall present to COMMISSION the final design concept for ARTWORK and final WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design detail plans and construction drawings for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may additionally require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- I. COMMISSION may require CONTRACTOR to modify the design of ARTWORK. If it appears to DEPARTMENT and/or AGENCY that the design requires such modification(s), CONTRACTOR shall so modify ARTWORK's design and submit to DEPARTMENT for review by DEPARTMENT, COMMISSION, and/or AGENCY within thirty (30) calendar days of DEPARTMENT's written request for such modification(s), the modified scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate, or DEPARTMENT or CONTRACTOR may terminate this AGREEMENT, pursuant to SECTION 20.
- J. CONTRACTOR shall submit final design detailed plans and construction drawings for DEPARTMENT's review and written approval in consultation with AGENCY, including scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- K. Upon DEPARTMENT's written approval of the final design detailed plans and construction drawings, in consultation with AGENCY, CONTRACTOR shall submit WORK PLAN for DEPARTMENT's review and written approval.
- L. Upon DEPARTMENT's written approval of WORK PLAN, and upon DEPARTMENT's issuance of NOTICE TO PROCEED, CONTRACTOR shall begin fabrication of ARTWORK as specified in WORK PLAN.
- M. CONTRACTOR shall adhere to the funding allocated under this AGREEMENT for all costs associated with the execution of ARTWORK, including design, fabrication, and transportation of ARTWORK, installation of ARTWORK at PROJECT SITE, and for any travel and other costs incurred by CONTRACTOR and any subcontractor(s) performing under this AGREEMENT, unless otherwise agreed upon under this AGREEMENT. If ARTWORK requires any special provisions in design and/or building materials, or any structural, electrical, and/or mechanical systems for which costs exceed those that would normally be paid by AGENCY for work performed at PROJECT SITE, then such costs shall be borne by CONTRACTOR's budget.

- N. CONTRACTOR shall be responsible for submitting material specifications and a cost estimate for annual maintenance of ARTWORK, wherein CONTRACTOR shall devise the design of ARTWORK with the intention of minimizing potential effects of vandalism, weathering, or other hazards, as applicable. Upon completed fabrication and installation of ARTWORK, CONTRACTOR shall prepare and submit MAINTENANCE MANUAL to DEPARTMENT, subject to DEPARTMENT's review and written acceptance.
- O. CONTRACTOR shall make periodic written and/or verbal progress reports to DEPARTMENT throughout the term of this AGREEMENT, wherein such reports shall include information on any meetings, conflicts or resolutions, design, fabrication, installation, and/or progress related to services provided under this AGREEMENT.
- P. Upon reasonable prior notice and during normal business hours, CONTRACTOR shall provide DEPARTMENT access to ARTWORK and/or any part thereof, in order for DEPARTMENT to make reasonable inspections and reviews of CONTRACTOR's progress with respect to ARTWORK.
- Q. CONTRACTOR shall be responsible for providing the services described herein, including but not limited to the quality and timely completion of the services. CONTRACTOR shall promptly notify DEPARTMENT of any problems encountered that may impede the satisfactory and timely performance of the work, and/or the satisfactory completion of any other activities under supervision by CONTRACTOR hereunder.
- R. CONTRACTOR agrees that an essential element of this AGREEMENT is the personal skill and creativity of CONTRACTOR. Therefore CONTRACTOR shall not assign any creative and/or artistic portions of ARTWORK to a third party without prior written authorization by DEPARTMENT, wherein failure to obtain such prior written authorization shall constitute grounds for termination of this AGREEMENT, pursuant to SECTION 20.

SECTION 5. ADDITIONS & CHANGES IN SCOPE OF WORK

- A. CITY, from time to time, may desire to make changes in the services provided by CONTRACTOR under this AGREEMENT. Such changes may revise portions of SCOPE OF WORK previously completed, delete portions of SCOPE OF WORK not yet performed, require performance of additional work beyond original SCOPE OF WORK, and/or make other changes within SCOPE OF WORK to be performed by CONTRACTOR under this AGREEMENT. An amendment shall not modify the overall purpose of this AGREEMENT. In the event of such a desire for CITY to change SCOPE OF WORK, CONTRACTOR has two options:
 - 1. If CONTRACTOR agrees to CITY's requested change(s) in SCOPE OF WORK, then the parties shall agree in the form of a written amendment to this AGREEMENT that includes specifications for any such change(s), including but not limited to, description(s) of services, budget, payment(s), and/or schedule.
 - 2. If the parties are unable to agree to requested change(s) in SCOPE OF WORK, despite best efforts made in accordance with the process outlined in this AGREEMENT, pursuant to SECTION 26, and no resolution is reached, then DEPARTMENT may terminate this AGREEMENT, pursuant to SECTION 20.
- B. CONTRACTOR shall prepare and submit in writing to CITY, for review and written approval(s), any significant change(s) in the cost, scope, design, color, size, material, and/or texture of ARTWORK not in substantial conformity with CONTRACTOR's original public art project proposal. A significant change is one that affects design, fabrication, installation, schedule, site preparation, and/or maintenance of ARTWORK, and/or CONTRACTOR's concept for ARTWORK. No services requiring additional compensation to CONTRACTOR shall be furnished without prior written authorization by DEPARTMENT and AGENCY in the form of a written amendment to this AGREEMENT.
- C. Upon DEPARTMENT's approval of any such change(s), CONTRACTOR shall submit to CITY any relevant, revised construction drawings for ARTWORK, as well as necessary revised maintenance information related to ARTWORK.

SECTION 6. SERVICES TO BE PROVIDED BY CITY

- A. DEPARTMENT shall provide CONTRACTOR with written notice regarding the appropriate point of contact for DEPARTMENT in regard to the execution of this AGREEMENT.
- B. DEPARTMENT and/or AGENCY may make available to CONTRACTOR copies of designs, drawings, reports, and/or other relevant project data that may be needed by CONTRACTOR for the design, fabrication, and/or installation of ARTWORK.

- C. DEPARTMENT shall act as liaison with AGENCY and COMMISSION as needed. AGENCY shall act as liaison with the project architect for PROJECT SITE and with community member(s) impacted by ARTWORK.
- D. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) in order to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY for payment by CITY, pursuant to SECTION 11, PARAGRAPH B.

SECTION 7. CONTRACT ADMINISTRATION

- A. CONTRACTOR shall not subcontract with any CITY's current or former regular employee(s) throughout the term of this AGREEMENT without prior written authorization by DEPARTMENT. If CONTRACTOR desires to subcontract with any third parties to provide services under this AGREEMENT, CONTRACTOR agrees that all such subcontracts shall be bound by the terms and conditions of this AGREEMENT. DEPARTMENT reserves the right to approve and/or reject any subcontract(s) identified by CONTRACTOR to provide services under this AGREEMENT, wherein CONTRACTOR, upon identifying any such subcontractor, shall promptly notify and request written authorization by DEPARTMENT to procure any such subcontractor(s), prior to entering any subcontract and/or procuring any services from a third party.
- B. DEPARTMENT shall coordinate the services to be provided by CONTRACTOR under this AGREEMENT. DEPARTMENT may delegate administration of the AGREEMENT. Wherever this AGREEMENT requires any notice(s) be given to or by CITY, or any determination(s) and/or actions(s) by made by CITY, DEPARTMENT shall so represent and/or act on behalf of CITY.
- C. CONTRACTOR shall determine the artistic expression, scope, design, color, size, material, and texture of ARTWORK, subject to review and written acceptance by DEPARTMENT, AGENCY, and COMMISSION.

SECTION 8. ADDITIONAL PROVISIONS REFERENCE DOCUMENTS

Herein incorporated by reference to this AGREEMENT are "Standard Provisions for City Contracts (rev. 10/17 v.3)", attached hereto and labeled APPENDIX A.

SECTION 9. WARRANTIES

- A. CONTRACTOR shall guarantee all work to be free from faults of material and/or workmanship for a period of no less than one (1) year after installation, free and clear of any liens from any source whatsoever, and not to require any maintenance substantially in excess of that specified by CONTRACTOR in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as specified in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as installed, and shall not apply to material and/or workmanship of ARTWORK that is integrated and/or combined with material acquired from and/or installed by any person or entity other than CONTRACTOR. CONTRACTOR warrants that ARTWORK shall be fabricated such that neither normal environmental exposure nor inherent vice shall cause ARTWORK to require significant conservation for a minimum term of twenty-five (25) years from the date of completed installation of ARTWORK.
- B. CONTRACTOR shall, within the period of guarantee and without additional compensation, correct and/or revise any errors, omissions, and/or other deficiencies in work performed under this AGREEMENT, and make any such correction(s) and/or revision(s) within sixty (60) days of the date of DEPARTMENT's written notice of such errors, omissions, and/or other deficiencies, or within another specified term mutually agreed upon by CONTRACTOR and DEPARTMENT, pursuant to SECTION 12.
- C. CONTRACTOR warrants that, unless otherwise stipulated, ARTWORK is an original and an edition of one (1). CONTRACTOR shall not sell or reproduce ARTWORK and/or allow others to do so without advance receipt of a written license approval issued by CITY, wherein such license approval(s) shall not be unreasonably withheld.

SECTION 10. TERM

The term of this AGREEMENT shall commence December 8, 2022 and terminate December 7, 2024.

SECTION 11. REQUESTS FOR PAYMENT & REMUNERATION

- A. CONTRACTOR shall be paid for work and services associated with the design, fabrication, and installation of ARTWORK under this AGREEMENT in accordance with the terms herein, and subsequent adjustments, changes, and/or additions as specifically provided for under this AGREEMENT. Such payment shall be full compensation for work performed and services rendered for all supervision, labor supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.
1. The amount and date of payments to CONTRACTOR shall be computed as stipulated below, subject only to adjustments, changes, or additions as specifically provided for under this AGREEMENT.
 2. In the event that CONTRACTOR incurs costs in excess of the total funding allocated under this AGREEMENT, and such excess is incurred without a written amendment to this AGREEMENT, CITY shall not be required to pay any part of such excess and CONTRACTOR shall have no claim against CITY on account thereof.
- B. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY, for CITY to pay CONTRACTOR a total sum not to exceed \$66,000 to provide services under this AGREEMENT, which shall be paid in the following manner:
1. \$16,500 upon COMMISSION's approval of the preliminary design concept for ARTWORK and preliminary WORK PLAN, pursuant to SECTION 4, PARAGRAPH G.
 2. \$26,400 payable in up to two (2) individual payments, upon COMMISSION's approval of the final design concept for ARTWORK and final WORK PLAN, pursuant to SECTION 4, PARAGRAPH H, and upon DEPARTMENT's issuance of NOTICE TO PROCEED to CONTRACTOR, and upon DEPARTMENT's receipt and verification of CONTRACTOR's submitted documentation of amounts expended or invoiced for purchase of labor and/or materials, pursuant to SECTION 4, PARAGRAPH K.
 3. \$13,200 upon DEPARTMENT's final inspection and approval of fabricated ARTWORK and issuance of RECEIPT OF VERIFICATION to CONTRACTOR, pursuant to SECTION 12, PARAGRAPHS A and B.
 4. \$9,900 upon DEPARTMENT's written acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N; and upon DEPARTMENT's issuance of NOTICE OF FINAL ACCEPTANCE to CONTRACTOR, upon DEPARTMENT's receipt of no fewer than five (5) high-resolution, digital image files of installed ARTWORK, and upon DEPARTMENT's receipt of RELEASE OF ALL CLAIMS, pursuant to SECTION 12, PARAGRAPH D.
- C. DEPARTMENT shall provide written notice to CONTRACTOR that specifies any failure(s) to provide services for which CONTRACTOR is requesting payment, within thirty (30) days of DEPARTMENT's receipt of any request(s) for payment. CONTRACTOR shall thereafter meet CITY's standards for performance, subject to DEPARTMENT's written satisfaction, or shall advise DEPARTMENT that a dispute exists. In the event of dispute(s), the parties shall make best efforts to remedy such dispute(s), pursuant to SECTION 26.
- D. Invoicing:
1. Invoices shall be submitted to:

Martica Stork, Public Art Division
City of Los Angeles Department of Cultural Affairs
201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012
213 202-5544 <Martica.stork@lacity.org>
 2. To ensure that services provided under personal services agreements are measured against services detailed under this AGREEMENT, CITY's Controller has developed a policy requiring that specific supporting documentation be submitted with invoices.

3. CONTRACTOR shall submit invoices that conform to CITY standards and that include, at a minimum, the following information:
 - a. Name and address of CONTRACTOR;
 - b. Name and address of CITY department being billed;
 - c. Date of invoice and date of activity;
 - d. AGREEMENT number;
 - e. Description of completed task/project and amount due for task/project;
 - f. Original invoice(s) for costs of procuring labor and/or materials under this AGREEMENT; and
 - g. Remittance address (if different from company address).
4. All invoices shall be submitted on CONTRACTOR's letterhead, contain CONTRACTOR's official logo or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure or photograph, shall be attached to all invoices. Invoices are considered complete when appropriate documentation or services provided are verified as satisfactory by CITY manager.
 - a. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for any costs incurred to prepare invoices under this AGREEMENT. CITY may request, in writing, that CONTRACTOR make changes to the content and format of invoice(s) and/or supporting documentation at any time. CITY reserves the right to require CONTRACTOR to provide additional supporting documentation to substantiate costs at any time.
 - b. Subcontractors' requirements: tasks completed by any subcontractor shall be supported by such subcontractor's invoice, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
 - c. Failure to adhere to these policies may result in nonpayment or non-approval of demand, pursuant to CITY's Charter Section 262(a) requiring CITY's Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and to approve demands before they are drawn on from CITY's Treasury. Any incomplete requests for payment may be returned to CONTRACTOR with no action taken by CITY.

SECTION 12. DELIVERY & ACCEPTANCE

- A. CONTRACTOR shall notify DEPARTMENT in writing when fabrication of ARTWORK is complete and ready to be transported to PROJECT SITE for installation.
- B. DEPARTMENT shall inspect ARTWORK, prior to its transportation to PROJECT SITE, and upon verification of CONTRACTOR's satisfactory fabrication of ARTWORK, DEPARTMENT shall issue RECEIPT OF VERIFICATION to CONTRACTOR.
- C. AGENCY shall prepare PROJECT SITE for safe reception of ARTWORK for installation, wherein all expenses to prepare PROJECT SITE shall be borne by AGENCY unless otherwise specified under this AGREEMENT.
- D. Upon mutual agreement by DEPARTMENT and AGENCY that ARTWORK has been completed and installed satisfactorily, DEPARTMENT shall issue NOTICE OF FINAL ACCEPTANCE to CONTRACTOR and upon DEPARTMENT's acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N, and CONTRACTOR's submission of RELEASE OF ALL CLAIMS and no fewer than five (5) high-resolution digital image files of installed ARTWORK to DEPARTMENT, pursuant to PARAGRAPH F of this SECTION, CONTRACTOR may submit to DEPARTMENT invoice(s) for payment of any unpaid monies due under this AGREEMENT.

- E. If DEPARTMENT determines that any contractual requirement(s) have not been satisfied, DEPARTMENT shall notify CONTRACTOR in writing within thirty (30) working days of any such determination(s) and withhold issuance of NOTICE OF FINAL ACCEPTANCE until all requirement(s) have been satisfied.

SECTION 13. TITLES IN WORK PRODUCTS

- A. CONTRACTOR shall retain the copyright in and to ARTWORK, as provided by federal law. CITY shall have all and exclusive rights of ownership, possession, and enjoyment of ARTWORK, which shall be single-edition, and upon payment in full, CONTRACTOR shall execute any documents CITY may require to evidence transfer. CITY has sole and exclusive discretion in the use, non-use, and enjoyment of the physical element of ARTWORK, subject to any restrictions contained in this AGREEMENT.
- B. Any and all materials and documents, including but not limited to models, maquettes, drawings, specifications, computations, designs, plans, proposals, digital images, photographs, reports, correspondence, and estimates prepared by CONTRACTOR or subcontractors under this AGREEMENT, are instruments of service and thus shall be owned by CONTRACTOR. At the conclusion of the project, CONTRACTOR shall make available, at CONTRACTOR's discretion, a variety of above-referenced items from which CITY may select one or more to become the property of CITY.
- C. The final ARTWORK shall be unique. CONTRACTOR shall not make any exact duplicate two or three-dimensional reproductions of the final ARTWORK, nor shall CONTRACTOR grant permission to others to do so except with the prior written permission of CITY. However, nothing shall prevent CONTRACTOR from creating future artworks in CONTRACTOR's manner and style of artistic expression.
- D. CONTRACTOR grants CITY and its assigns a nonexclusive irrevocable and royalty-free license to make two-dimensional reproductions of ARTWORK and any ARTWORK-related documentary works for non-commercial purposes, including but not limited to reproductions or transmissions used in media publicity, exhibitions, loans and/or collections management, or photographs. Such reproductions and transmissions may include but not be limited to magazines, books, newspapers, journals, brochures, exhibition catalogues, films, television, video, websites, slides, negatives, printed and electronic media, DVD, CD, computerized retrieval systems, and by all means or methods now known or hereafter invented in connection with standard CITY activities.
- E. CITY's rights under this license include the right to allow productions at PROJECT SITE for commercial and non-commercial movie, television, video, still photography, or any other content or media which image(s) of ARTWORK may appear without further compensation or notification by CITY to CONTRACTOR.
- F. CITY agrees that, unless CONTRACTOR requests to the contrary in writing, all reproductions of ARTWORK shall credit CONTRACTOR and CITY. CONTRACTOR shall make best efforts in any public showing or résumé use of reproductions to acknowledge CITY with the following credit line: "Commissioned by the City of Los Angeles."
- G. CONTRACTOR shall, at CONTRACTOR's expense, cause to be registered with the United States Register of Copyrights, a copyright of ARTWORK in CONTRACTOR's name.
- H. CITY may desire to make reproductions of ARTWORK for commercial purposes including but not limited to t-shirts, postcards, and posters, pursuant to a separate agreement that shall address the terms of the license granted by CONTRACTOR and the royalty, if any, CONTRACTOR may receive.
- I. CONTRACTOR shall not, during the performance of this AGREEMENT, disseminate media publicity of any kind regarding ARTWORK, SCOPE OF WORK, or PROJECT SITE without prior written approval of CITY.
- J. CONTRACTOR represents and warrants that ARTWORK's design and ARTWORK created under this AGREEMENT are either original, do not infringe upon the intellectual property rights of any third party, or are in the public domain. CITY shall not be liable for any third party claims, actions, judgments, costs, or damages of any type associated with ARTWORK design and ARTWORK provided hereunder that result from any infringement upon the intellectual property of any third party. If any third party infringement is claimed prior to CONTRACTOR receiving payment under this AGREEMENT, CITY shall have the right, upon written notice to CONTRACTOR, to withhold such payment until such claim(s) are resolved.

- K. CONTRACTOR hereby grants CITY all necessary legal standing “in CONTRACTOR’s shoes” to enforce CONTRACTOR’s copyrights and related rights associated with ARTWORK. However, instituting such enforcement action shall not be a duty of CITY but rather an option to CITY absent timely action by CONTRACTOR. CITY’s not instituting the enforcement actions shall not be construed as a waiver of any of its rights at law and in equity. Where CITY undertakes CONTRACTOR’s duty to enforce against an infringer for want of timely action by CONTRACTOR, CONTRACTOR shall promptly reimburse CITY for actual costs incurred and prevailing, reasonable attorneys’ fees arising out of such enforcement efforts (“Enforcement Expenses”), whether the enforcement efforts result in damages or recovery awarded or a settlement. Where CITY is successful in recovering damages from the infringer(s) in such actions, and upon full reimbursement of the Enforcement Expenses to CITY, CITY shall retain two-thirds ($\frac{2}{3}$) of the gross recovery (without deductions of any kind) and distribute the remaining one-third ($\frac{1}{3}$) to CONTRACTOR.
- L. All reproductions by CITY shall contain a credit or attribution to CONTRACTOR and a copyright notice in substantially the following form: “Copyright 20XX [Miles Lewis Enterprises, Inc.]”, to the reasonably possible and appropriate extent, as determined by CITY.
- M. CITY’s right of ownership includes the right to remove temporarily or permanently, and store ARTWORK in CITY’s sole discretion. Further, nothing shall prevent CITY from altering or modifying ARTWORK by reason of business operations necessity, public safety, national security, federal regulations, or other such requirement. In the event that CITY desires to remove ARTWORK permanently, CITY shall give written notice to CONTRACTOR, pursuant to SECTION 14, and give CONTRACTOR the opportunity for a first right to reintegrate ARTWORK, regain ownership of ARTWORK, or disclaim authorship for reason of public safety, national security, or order(s) of the federal government or a court of competent jurisdiction. For avoidance of doubt, installation of ARTWORK at PROJECT SITE does not create any encumbrances on the land or the real estate thereof.
- N. CITY, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s) at PROJECT SITE, for the purposes of identifying CONTRACTOR, the title of ARTWORK, and the year of completed ARTWORK installation, and such plaque(s) shall be reasonably maintained, as more fully described in SECTION 17 of this AGREEMENT. CITY shall have discretion regarding the size, material, construction, and placement of such plaque(s), subject to public safety, maintenance, and operational considerations. The cost of such plaque(s) shall not be borne by CONTRACTOR’s budget.

SECTION 14. CONTRACTOR’S RIGHTS

- A. CONTRACTOR and CITY acknowledge that CONTRACTOR may have certain rights under the Visual Artists Rights Act (hereinafter “VARA”) and the California Civil Code Section 987 (hereinafter “CAPA”). CITY and CONTRACTOR recognize the importance of CONTRACTOR’s moral rights of attribution and integrity, as identified in VARA and CAPA. CITY and CONTRACTOR herein address those statutory rights pursuant to this AGREEMENT.
- B. CONTRACTOR shall have the right to claim authorship of ARTWORK. Further, CONTRACTOR shall have the right to prevent the use of his or her name as the author of ARTWORK in the event of physical defacement, mutilation, alteration, or destruction of ARTWORK.
- C. CITY shall, in its sole discretion, have the right to remove, relocate, or otherwise alter or modify ARTWORK at any time. CITY shall provide ninety (90) days written notice to CONTRACTOR, at CONTRACTOR’s last known address, of its intended action affecting ARTWORK. CONTRACTOR acknowledges and understands that the installation of ARTWORK may subject ARTWORK to destruction, mutilation, alteration, or other modification due to the acts of third parties, or to its removal, relocation, conservation, maintenance, storage, or transfer of ownership by CITY.
 - 1. Pursuant to CITY’s Administrative Code Section 22.109, no work of art belonging to or in the possession of CITY shall be removed, relocated, or altered in any way without the written approval of COMMISSION.
 - 2. CITY may exercise the option of contracting with CONTRACTOR, under separate agreement, for the consultation and assistance with any relocation, reintegration, or performance of any other services for the benefit of CITY, CONTRACTOR and ARTWORK.
- D. If CITY, in its sole discretion, determines that ARTWORK presents imminent harm or hazard to the public, CITY may authorize its removal without prior notification to CONTRACTOR.

- E. In consideration of the mutual covenants and conditions in this AGREEMENT, and except as otherwise provided for under this AGREEMENT, CONTRACTOR agrees to waive any right that CONTRACTOR may have under VARA to prevent the removal of ARTWORK, or the destruction, distortion, mutilation, or other modification of ARTWORK arising from, connected with, or caused or claimed to be caused by the removal, conservation, maintenance, storage, or transfer of ownership of ARTWORK by CITY or its agents, officers, employees, or representatives, or by the presence of ARTWORK at PROJECT SITE. CONTRACTOR's VARA rights under this AGREEMENT shall cease with CONTRACTOR's death and shall not extend to CONTRACTOR's heirs, successors, or assigns.
- F. In consideration of the mutual covenants and conditions in this AGREEMENT, CONTRACTOR waives any rights which CONTRACTOR or CONTRACTOR's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, defacement, mutilation, alteration, or destruction of ARTWORK.
- G. CITY shall, in its own discretion, have the right to donate, sell, transfer or exchange ARTWORK or ELEMENTS of ARTWORK at any time. CONTRACTOR shall have the right of first refusal. CITY shall provide written notice to CONTRACTOR at CONTRACTOR's last known address, providing CONTRACTOR the opportunity to purchase ARTWORK for an amount equal to either its fair market value as determined by a qualified appraiser or the amount of any offer that CITY has received for the purchase of ARTWORK, whichever amount is greater, in addition to reimbursement to CITY for all costs associated with the removal of ARTWORK from PROJECT SITE, clean-up of PROJECT SITE, and transportation and delivery of ARTWORK to CONTRACTOR. CONTRACTOR shall have ninety (90) days from the date of CITY's notice to exercise the option described herein.
- H. Notwithstanding MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N, CITY, in its sole discretion, may determine when and if any maintenance or conservation to ARTWORK shall be made. In the event that such maintenance or conservation results in any substantial alteration, modification, or damage, CONTRACTOR shall have the right to disclaim ARTWORK as CONTRACTOR's creation, and to request that the identification plaque and any attributive references be removed from ARTWORK and reproductions thereof. All maintenance and conservation, whether performed by CONTRACTOR, CITY, or any third party responsible to CONTRACTOR or CITY, shall be made in accordance with professional conservation standards and in accordance with MAINTENANCE MANUAL.
- I. This SECTION is intended to replace and substitute for the rights of CONTRACTOR under VARA and CAPA to the extent that any portion of this AGREEMENT is in direct conflict with those rights. The parties acknowledge that this AGREEMENT supersedes those laws to the extent that this AGREEMENT is in direct conflict therewith.

SECTION 15. CONSTRUCTION DELAYS

- A. If CONTRACTOR is delayed from installing ARTWORK during the term of this AGREEMENT as a result of the construction at PROJECT SITE not being sufficiently complete to permit safe installation of ARTWORK therein, AGENCY shall have two options:
 - 1. Reimburse CONTRACTOR for reasonable storage and any other related costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which PROJECT SITE is complete to permit safe installation of ARTWORK, and extend the AGREEMENT for the time necessary to permit full performance of the AGREEMENT.
 - 2. Request CONTRACTOR to transport ARTWORK at the time of completed fabrication to PROJECT SITE or other designated location for storage. Cost(s) to transport ARTWORK to the storage location shall be borne by CONTRACTOR. Cost(s) to transport ARTWORK from storage location to PROJECT SITE, as well as all related storage costs, shall be borne by AGENCY, wherein CONTRACTOR shall mitigate such transportation and storage costs. DEPARTMENT shall provide CONTRACTOR with proof of insurance for the value of ARTWORK as stipulated by CONTRACTOR, not to exceed the value of services to be provided under this AGREEMENT.

SECTION 16. EARLY COMPLETION OF CONTRACTOR SERVICES

CONTRACTOR shall bear any transportation and storage costs resulting from the completion of services hereunder prior to the time provided for in the approved WORK PLAN.

SECTION 17. IDENTIFICATION

DEPARTMENT, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s), at appropriate location(s), for the purpose of identifying CONTRACTOR, title of ARTWORK, and year of completion of ARTWORK. Such plaque(s) and location(s) shall be subject to the mutual agreement among CONTRACTOR, DEPARTMENT, and AGENCY. Unresolved disputes shall be resolved pursuant to SECTION 26.

SECTION 18. MAINTENANCE, REPAIRS & RESTORATION OF THE WORK

- A. Maintenance: DEPARTMENT and AGENCY recognize that maintenance of ARTWORK on a regular basis is essential to the integrity of ARTWORK. DEPARTMENT and AGENCY shall reasonably assure that ARTWORK is properly maintained and protected, taking into account the instructions of CONTRACTOR as specified in MAINTENANCE MANUAL, and shall reasonably protect and maintain ARTWORK against the ravages of time, vandalism, and the elements, subject to provision of funds by CITY's Mayor and Council for such purposes.
- B. Repairs and restoration: DEPARTMENT shall have the right to determine when and if repairs and restorations to ARTWORK shall be made.

SECTION 19. CONTRACTOR'S ADDRESS

CONTRACTOR shall give written notice to DEPARTMENT of any change(s) in his/her address within five (5) days of such change(s). Failure to do so, thereby causing DEPARTMENT to be unable to locate CONTRACTOR as a result shall be deemed a waiver by CONTRACTOR to any rights under this AGREEMENT.

SECTION 20. TERMINATION OF AGREEMENT

- A. DEPARTMENT, by giving fourteen (14) calendar days written notice to CONTRACTOR, may terminate this AGREEMENT, in whole or part at any time, either for DEPARTMENT's convenience or due to CONTRACTOR's failure to fulfill contractual obligations. Upon receipt of such notice, CONTRACTOR shall:
 - 1. Immediately discontinue all services affected (unless the written notice directs otherwise).
 - 2. Deliver to DEPARTMENT all data, drawings, blueprints, specifications, reports, estimates, summaries, and other such information and materials as may have been given to CONTRACTOR by CITY, DEPARTMENT, and/or AGENCY for the performance of work under this AGREEMENT, whether completed or in process.
 - 3. CONTRACTOR shall transfer ARTWORK, whether completed or in process, and legal title of ownership thereto, to DEPARTMENT.
- B. If termination is for CITY's convenience, DEPARTMENT shall pay CONTRACTOR for reasonable costs accrued by CONTRACTOR, subject to DEPARTMENT's review and written verification.
- C. If termination is due to CONTRACTOR's failure to fulfill contractual obligations, DEPARTMENT may take over the work and administer the same to completion by contract or otherwise. In such case, CONTRACTOR shall be liable to DEPARTMENT for any reasonable costs or damages occasioned to DEPARTMENT thereby. If CITY has paid CONTRACTOR for purchases of labor and/or materials and CONTRACTOR has not purchased all labor and/or materials for ARTWORK prior to such termination, all materials purchase by CONTRACTOR shall become property of CITY, and any unexpended amounts paid to CONTRACTOR for labor and/or materials shall be repaid immediately to CITY.
- D. If after DEPARTMENT issues a notice of termination for CONTRACTOR's failure to fulfill contractual obligations, and DEPARTMENT subsequently determines that CONTRACTOR did not so fail, then such termination shall be deemed effected for DEPARTMENT's convenience, and payment adjustment(s) shall be made by DEPARTMENT, pursuant to PARAGRAPH B of this SECTION.
- E. The rights and remedies of the parties provided in this SECTION are in addition to any other rights and remedies provided by law or under this AGREEMENT.
- F. CONTRACTOR, in executing this AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of DEPARTMENT's termination for convenience as provided in PARAGRAPH B of this SECTION,

including in the event that such termination is for DEPARTMENT's convenience, pursuant to PARAGRAPH D of this SECTION.

- G. If CONTRACTOR, due to illness or any other occurrence, becomes unable to render services under this AGREEMENT, this AGREEMENT shall be deemed terminated, unless stipulations have been made in writing by CONTRACTOR for completion of ARTWORK by a third party approved in writing by DEPARTMENT prior to any such written stipulations. If CONTRACTOR has not stipulated any such a third party, DEPARTMENT reserves the right to negotiate with CONTRACTOR's heirs, personal representatives, successors, and/or any party that DEPARTMENT deems suitable to complete ARTWORK.
- H. In the event of CONTRACTOR's death, this AGREEMENT shall automatically terminate and CONTRACTOR's representative shall proceed pursuant to PARAGRAPH A of this SECTION.

SECTION 21. RATIFICATION

At CITY's request, CONTRACTOR has begun performance of the services specified herein prior to execution of this AGREEMENT. CITY acknowledges the services previously performed by CONTRACTOR prior to execution, and so ratifies CONTRACTOR's performance of said services since December 8, 2022 to the extent that such services were performed in accordance with the terms and conditions of this AGREEMENT.

SECTION 22. SUCCESSORS & ASSIGNS

This AGREEMENT shall be binding on the parties hereto and their heirs, executors, administrators, successors, and assigns; provided however, that neither this AGREEMENT nor any part hereof, except for monies previously earned and due to CONTRACTOR, may be assigned to anyone without prior written authorization by DEPARTMENT.

SECTION 23. PROHIBITED INTERESTS

- A. CONTRACTOR warrants that s/he has not employed or retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this AGREEMENT, and has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT, to any company or person other than a *bona fide* employee working solely for CONTRACTOR. For breach or violation of this warranty, CITY shall have the right to terminate this AGREEMENT without liability.
- B. CONTRACTOR agrees that for the term of this AGREEMENT, pursuant to SECTION 10, no member, officer, or regular employee of CITY, during his/her employment or for one (1) year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or any benefit arising therefrom.

SECTION 24. AUDIT & ACCESS TO RECORDS

CONTRACTOR, including all subcontractors, shall maintain records and other evidence of all expenses incurred this AGREEMENT for a period of three (3) years after the termination date of this AGREEMENT, pursuant to SECTION 10. CITY, or any of its duly authorized representatives, for the purpose of audit and examination, shall have access to and be permitted to inspect all such records and other evidence.

SECTION 25. ENGINEERING CONFORMANCE & PROTECTION OF WORK

- A. CONTRACTOR shall coordinate with PROJECT SITE's architect(s) and/or engineer(s) on all related civil, architectural, structural, mechanical, electrical, and other issues as needed to ensure conformance of ARTWORK, and/or any part thereof, to all professional safety and material standards.
- B. CONTRACTOR shall bear all costs for any reasonable civil architectural, structural, mechanical, and/or electrical requirements, and safety and/or material tests as required by CITY for ARTWORK, and/or any part thereof.

SECTION 26. DISPUTES & REMEDIES

- A. All claims, disputes, and any other matters in question between CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach, shall first be brought to DEPARTMENT'S attention.

- B. All disputes which have not been resolved by mutual agreement between DEPARTMENT and CONTRACTOR shall be reviewed by DEPARTMENT in consultation with AGENCY, wherein CONTRACTOR shall submit a written explanation of all unresolved issue(s) to DEPARTMENT's General Manager. Upon receipt of CONTRACTOR's written explanation and upon consultation with AGENCY's General Manager, within sixty (60) calendar days of receipt of said explanation, DEPARTMENT's General Manager shall render a final decision in writing to CONTRACTOR.
- C. CITY's rights and remedies under this AGREEMENT are in addition to any other rights and remedies provide by law.

SECTION 27. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

CONTRACTOR, subcontractors, and subcontractor principals performing work under any CITY contract valued at \$100,000 or more and that requires approval of elected CITY official(s), are obligated to comply fully with CITY's Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office positions. Additionally, CONTRACTOR is required to provide and update certain information with CITY as specified by law. Any contractor subject to CITY Charter Section 470(c)(12) shall include the following notice in any subcontract in which the subcontractor is expected to receive at least \$100,000 to perform work under said subcontract:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions: As proved in City of Los Angeles Charter Section 470(c)(12) and related ordinances, you are a Subcontractor under a City of Los Angeles Contract and, pursuant to 470(c)(12), all Subcontractors and Subcontractor Principals under City Contracts are prohibited from making campaign contributions and fundraising for certain elected City officials for candidates seeking elected City office positions, for a term of twelve (12) months after the execution of the City Contract under which you are a subcontractor. Subcontractors are required to provide names and contact information for Subcontractor Principals must be proved to CITY contractor within five (5) business days of the execution of this Subcontract, and Subcontractors must update this information upon any such change during the stated twelve-month term. Failure to comply with 470(c)(12) or related ordinances may result in termination of this City Contract or any other available legal remedies, including fines. Detailed information about these restrictions may be accessed through the City Ethics Commission's website at <http://ethics.lacity.org/>, or by calling (213) 978-1960. Contractors, Subcontractors, and Subcontractor Principals must comply with these requirements and limitations. Violations of this provision shall entitle the City to terminate this City Contract and pursue any and all legal remedies that may available."

SECTION 28. ENTIRE AGREEMENT

- A. This AGREEMENT shall be executed in four (4) duplicate originals, each of which is deemed to be an original. The AGREEMENT includes fifteen (15) pages and one (1) appendix, which constitute the entire understanding and agreement of the parties.
- B. This AGREEMENT integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the services to be provided.
- C. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.
- D. This AGREEMENT may be executed in one or more counterpart(s), and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures, or signatures scanned into portable document format (PDF) or another electronic format designated by CITY and sent by e-mail, shall be deemed original signatures.
- E. In the event of any inconsistency between the provisions in the body of this AGREEMENT and the attachments, the provisions in the body of this AGREEMENT take precedence, followed by APPENDIX A, "Standard Provisions for City Contracts (rev. 10/17 v.3)".

SECTION 29. MODIFICATION

No alteration, change, or modification of the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of CITY.

—SIGNATURE PAGE TO FOLLOW—

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES

MILES LEWIS ENTERPRISES INC.



BTRC NO. 

BY: _____
DANIEL TARICA
GENERAL MANAGER
DEPARTMENT OF CULTURAL AFFAIRS

BY: _____
MILES LEWIS
ARTIST

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:
HYDEE FELDSTEIN SOTO, CITY ATTORNEY

ATTEST:
HOLLY L. WOLCOTT, CITY CLERK

BY: _____
KIMBERLY MIERA
DEPUTY CITY ATTORNEY

BY: _____
DEPUTY CITY CLERK

DATE: _____

DATE: _____

CITY OF LOS ANGELES

CALIFORNIA



CULTURAL AFFAIRS COMMISSION

THIEN HO
PRESIDENT

ROBERT VINSON
VICE PRESIDENT

RAY JIMENEZ
ASANTEWA OLATUNJI
ERIC PAQUETTE
CATHY UNGER

KAREN R. BASS
MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

201 NORTH FIGUEROA ST, SUITE 1400
LOS ANGELES, CA 90012
213.202.5500 TEL
213.202.5513 FAX
culturela.org WEB

DANIEL TARICA
GENERAL MANAGER

MINUTES

CULTURAL AFFAIRS COMMISSION
REGULAR MEETING

WEDNESDAY, SEPTEMBER 13, 2023 @ 1:30 P.M.

Meeting presentations will be made available at:
201 N. Figueroa St., Suite 1400
Los Angeles, CA 90012

DEPARTMENT OF CULTURAL AFFAIRS

Presentations: tinyurl.com/ycx5stjy

COMMISSION MEMBERS:

Thien Ho, President
Robert Vinson, Vice President
Ray Jimenez
Asantewa Olatunji
Eric Paquette
Cathy Unger

ADMINISTRATIVE STAFF:

Daniel Tarica, General Manager
Chris Concepción, Assistant General Manager
Tammy Sam, Architectural Associate II
Stella Belgarde-Scranton, Commission Assistant

DEPUTY CITY ATTORNEY – Josh TempletCULTURAL AFFAIRS COMMISSION'S BASIC RULES & BYLAWS

MEETINGS - The Commission shall meet regularly on the second Wednesday of each month in person at 201 North Figueroa Street, Suite 1400, Los Angeles, California, 90012 and hear public comments at 1:30 p.m. **AGENDAS** - Agendas contain a brief description for those items to be considered, and recommendations by staff on what actions to take on architectural and public art submissions. Please note that the Commission may exercise its discretion to take action on any action item, up to and including final approval, regardless of what is noted as a staff recommendation. Commission Agendas are available on the City's World Wide Web Home Page site on the internet at: www.lacity.org click on "Meetings and Agendas" to access.

QUORUM - Four members of the Commission constitute a quorum for the transaction of business. Some items on the Agenda may be approved without any discussion.

NEIGHBORHOOD COUNCIL - Board and Commission Meetings. The agenda for each City Board or Commission meeting shall contain an agenda item for a Neighborhood Council representative to provide the Neighborhood Council's formal position on any matter listed on the agenda for that Board or Commission meeting. The Neighborhood Council representative shall provide the Board or Commission with a copy of the Neighborhood Council's Resolution or Community Impact Statement. The agenda item for the Neighborhood Council's formal position should be listed on the agenda in an order that ensures prompt consideration of the Neighborhood Council position and should be listed separately from general public comment. In the chair's discretion at the City Board or Commission meeting, the Neighborhood Council representative may be asked to have a seat at the table typically reserved for City staff and may provide the Neighborhood Council representative more comment time than allotted to members of the general public.

PUBLIC INPUT AT COMMISSION MEETINGS – An opportunity for the public to address the Commission on Agenda items or other items germane to the business of the Commission will be provided before or during consideration of the item. These procedures will be in effect until further notice. A speaker will be limited to three (3) minutes to speak on public interest items. **ACCESSIBILITY** - Sign Language Interpreters, Communication Access Real-Time Transcription (CART), Assistive Listening Devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. Due to difficulties in securing Sign Language Interpreters, five or more business days' notice is strongly recommended. For additional information, please contact Stella Belgarde-Scranton at (213) 202-5509.

FINALIZATION OF COMMISSION ACTIONS - In accordance with the City Charter, actions that are subject to Section 245 become final after the expiration of the next five meeting days of the City Council during which the Council has convened in regular session and that if Council asserts jurisdiction during this five-day meeting day period, the Council has 21 days thereafter in which to act on the matter. This Agenda is available on the Internet at: www.lacity.org.



Notice to Paid Representatives

If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code §§ 48.01 et seq. More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.

I. WELCOME

II. ROLL CALL

Thien Ho, Present
Robert Vinson, Present
Asantewa Olatunji, Present
Cathy Unger, Present
Ray Jimenez, Absent
Eric Paquette, Absent

III. NEIGHBORHOOD COUNCIL REPRESENTATIVE

Discussion with Neighborhood Council representatives on any Neighborhood Council Resolution or Community Impact Statement filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Cultural Affairs Commission.

None

IV. PUBLIC COMMENT ON NON-AGENDA ITEMS GERMANE TO THE BUSINESS OF THE COMMISSION

None

V. PUBLIC COMMENT GERMANE TO THE AGENDA ITEMS

None

VI. APPROVAL OF MINUTES – ACTION ITEMS

A. Minutes: Regular Meeting – August 9, 2023

Commissioner Vinson moved to approve the August minutes, Commissioner Unger seconded. All commissioners unanimously approved.

VII. PUBLIC ART PROJECTS – ACTION ITEMS

Review and possible action to approve conceptual and/or final design for the following Public Art Projects

A. DESTINATION CRENSHAW WALL MURAL

Location: Retaining wall on Crenshaw Boulevard at 50th Street, Los Angeles, CA 90043

Owner: City of Los Angeles

Council District: CD 8, Councilmember Marqueece Harris-Dawson

Artist: RTN Crew

Project Amount: \$385,000
Funding Sources: Destination Crenshaw
Recommendations: Conceptual and Final Approval
Staff Contact: Felicia Filer, Public Art Division Director

Destination Crenshaw is a community-inspired public art and streetscape design project that aspires to highlight the world class contributions of Black Los Angeles and to help revitalize the current day heart of the Black Los Angeles community. The objective of the project is to create a 1.3-mile-long outdoor museum along Crenshaw Boulevard. The Destination Crenshaw initiative was developed through a three-year community engagement process led by Councilmember Marqueece Harris-Dawson and the non-profit organization Destination Crenshaw, formed in May 2017. At the end of the three-year listening sessions, the community expressed their desires to recognize and celebrate the contributions of African Americans to this city and their place in its history.

To affirm the desires of the community Councilmember Harris-Dawson assembled a team of local artists, arts professionals, curators, historians, and planners to form a 22-member Advisory Council to guide the formation of a 1.3-mile-long outdoor museum. Separately, an 8-member Curatorial Committee was convened to develop the art curation process and nominate artists to receive mural commissions.

The Destination Crenshaw Wall Mural is a 787-foot-long mural that will celebrate the story of the African American history in Los Angeles, beginning in Africa, leading to the 1920's dynamic music scene on Central Avenue, and concluding with uplifting messages of hope for the future. Minor structural repairs will be made to the existing concrete wall to address spalling and failing expansion joints. The existing painted surface will be sand blasted and receive a new concrete skim coating. The substrate of the wall will be sealed and primed prior to the mural painting.

Felicia Filer, Director of Public Art, introduced Joy Simmons with Destination Crenshaw and Mark Greenfield, Community activist and artist. He was one of the original artists from the wall design in the 1970s. During this time, the goal of the wall is to feature a series of rotating murals every few years so that artists can come together and cover the graffiti and create a visual story.

Eric "Cre8" Williams, Community Artist and lead artist with Rock the Nation (RTN Crew), said they are preparing the next phase of the wall by working with other artists from the community. The mural wall consists of historical themes over the years from the beginning of time, Black History and the future for Black Los Angeles. "The Sage Continues" is the theme and the artists used aerosol paint to complete the painting on the wall.

Commissioner Ho, appreciated the history lesson that will come along with the wall from stories in addition to the art being displayed. Ms. Simmons explained that they will have QR codes that will be able to give history information of the various parts of the wall.

Commissioner Olatunji explained that she thinks it's beautiful and is looking forward to how this project will add to Destination Crenshaw and the community that she resides in. Commissioner Vinson asked about the time period for how long this will be permanent, understanding that the next phase will be in 5 to 10 years. He also asked whether each artist sketched their work out. Commissioner Ho appreciated that the project would provide continuity and connection with the community. Commissioner Unger asked once the project is approved, how long will it take to be

completely updated and reinforced. Ms. Simmons and Mr. Williams said the next phase is expected to be completed by February 2024.

Commissioner Vinson recommended street lights and LCD lights for the wall. Also, Commissioner Olatunji suggested proper parking for visitors to look at the wall.

Commissioner Olatunji moved to approve Item VII. A, Commissioner Unger seconded. All commissioners approved.

B. THE GATES OF THE FEATHERED SERPENT

Location: Lincoln Heights Recreation Center, 2303 Workman Street, Los Angeles, CA 90031

Owner: City of Los Angeles, Department of Recreation and Parks

Council District: CD 1, Councilmember Eunisses Hernandez

Artists: Miles Lewis & Frankie Vazquez

Project Amount: \$66,000

Funding Sources: Proposition 68

Recommendations: Conceptual and Final Approval

Staff Contact: Martica Stork, Public Art Program Manager

The proposed art project budget is \$66,000 and the project consists of decorative fence gates with a design that combines the core project requirements of community representation, Aztec and Mayan cultural symbolism, and monumental beautification.

It uses the character of the Aztec god Quetzalcoatl and its Mayan analogue Kukulcan to create a visual theme. Easily recognizable, Quetzalcoatl is also beautifully variable, with avatars as a quetzal bird, a human, and the famous feathered serpent.

Funding for the project was secured through the City's successful CA State Parks' Proposition 68 Statewide Park Program Grant Awards application submitted by the Department of Recreation and Parks, and includes all costs related to the production of the artwork.

Each form is represented in this design, taking advantage of the framing that the architecture provides. As people pass by on the sidewalk, they see the serpent sliding in front of the San Gabriel mountain range into the Lincoln Heights Recreation Center.

Martica Stork, DCA Arts Manager with the Public Art Division, introduced Miles Lewis and Frankie Vasquez with Keep Youth Doing Something (KYDS), a nonprofit for youth ages 8 to 18 years old who described the gate project. The gate has Mayan and Aztec representation and connects with the Mexican American residents in the community.

Commissioner Vinson asked if the gate would be at the main entrance. Mr. Lewis informed the Commission that the gate will be at the existing pedestrian gate.

Commissioner Unger moved to approve Item VII. B, Commissioner Vinson seconded. All commissioners approved.

C. "LA" – PUBLIC ART FOR THE NEW SIXTH STREET VIADUCT PARC

Location: Sixth Street Viaduct PARC (Park, Arts, and River Connectivity) [a 12-acre park to be located beneath the new Sixth Street Viaduct], E. Sixth Street between Mateo Street and the US-101 Freeway, Los Angeles, CA 90013 & 90023
Owner: City of Los Angeles
Council District: CD 14, Councilmember Kevin de León
Artist: Glenn Kaino
Project Amount: \$1,862,200
Funding Sources: Public Works Improvements Arts Program (PWIAP)
History: Conceptual Approval on October 13, 2021
Recommendations: Final Approval
Staff Contact: Becky Snodgrass, Arts Manager II

The proposed public artwork for the new Sixth Street PARC consists of two (2) identical, 14-foot-tall bronze sculptures depicting a three-dimensional, architectural-scale representation of the ‘LA’ hands gesture. One sculpture will be located in the East Park and one will be in the West Park.

Becky Snodgrass, DCA Arts Manager with the Public Art Division, introduced the artist, Glenn Kaino. The sculpture received Conceptual Approval in October 2021 by DCA Commission and the project is back to the Commission for final approval.

Becky provided a brief overview of the project and shared that the lighting of the artwork will now be under the purview of the Bureau of Engineering (BOE). Initially, there was a concern regarding the hand gesture having copyright concerns and it was found that a hand gesture cannot be copyrighted. As a result of this concern, the artist was asked if there was a trademark issue. The finger gestures are the two artists hands coming together to form LA for Los Angeles. The sculpture will be 14 feet on each site. Mr. Kaino explained, he has an agreement to share the proceeds from the approval of the project with the artist. Lastly, the artist and DCA staff met with the community to receive feedback on the project.

The LA sculpture will focus on the various cultures and multi-generations and connect with the community. Commissioner Vinson moved to approve Item VII. C, Commissioner Unger seconded. All commissioners approved.

VIII. ARCHITECTURAL SUBMISSIONS (ADF) – ACTION ITEMS

Review and possible action to approve conceptual and/or final design for the following Architectural Projects and Above Ground Facilities (AGF):

A. Las Palmas Senior Center Renovation and Decarbonization

Location: 1820 N. Las Palmas Ave., Los Angeles, CA 90028
Architect: Nam (Clyde) Kim, AIA
Engineer, Designer: Jin Chae
City Project Manager: Jenny Lim, BOE
Valuation: \$3,500,000
Approval Requested: Conceptual and Final Approval
Fee: \$400
Staff Recommendation: Final Approval

Tammy Sam, DCA staff Architect, introduced Jenny Lim, project manager from Bureau of Engineering, Clyde Kim, Project Architect, and Greg Moeser, Landscape Architect with the City of Los Angeles Bureau of Engineering. Ms. Lim provided an overview of the project and discussed the details of making updates to the facility and upgrades to bring to more current needs for the seniors.

The team would like to convert the shaded area into a multi-use exercise area. The building is going to be renovated to update and modernize the equipment, add additional bathrooms and computer areas, and update, community room and pantry will be updated with paint and light fixtures and the accessibility of the building to meet the Americans with Disabilities Act (ADA) guidelines. Additionally, landscaping will be updated and will be used to create a fence around the project to protect the current landscaping. The trellis will have new fascia boards and the new material used will not weather from sun.

Commissioner Unger asked, "What is the population of the community being served?" Mr. Moeser informed that there is senior housing next door to the facility that is expanding. Commissioner Ho asked, "Will this space be open to the seniors there?" Ms. Lim informed that the facility will be open to the public.

General Manager Tarica asked if BOE will be partnering with Department of Aging and Recreation and Parks (Rec and Parks)? Ms. Lim informed this collaboration is only with Rec and Parks.

Commissioner Ho asked for clarification about the interior being renovated or only the exterior. Ms. Lim informed the Commission that the project scope was for the exterior.

Commissioner Olatunji asked if the design will be safe during an earthquake with the material, exercise area and landscaping and the architects responded that it will be stronger and more modern than what is there currently.

Commissioner Unger moved to approve Item VIII. A, Commissioner Olatunji seconded. All commissioners approved.

B. CA-7268 - Braemar

Location: Mulholland Dr. and Greenbriar Dr.
Architect: Melissa Keith
Engineer, Designer: Draftlink
Valuation: \$120,000
Approval Requested: Final Approval
Fee: \$140

Tammy Sam, DCA staff Architect, introduced Samantha Herman with Draftlink. This was a follow up to the Commission's July conceptual approval of the project to place an updated vertical fence around the project with artificial greenery. Further, there will be an emergency number listed and provided on the property.

Commissioner Vinson asked what the faux vines were made of. Ms. Herman informed she will confirm the material of the vines and that the owner will maintain the faux veins.

Commissioner Unger moved to approve Item VIII. B, Commissioner Olatunji seconded. All commissioners approved.

C. 70th Street & Estrella Avenue

Location: 655 70th Street
Architect: Southern California Gas Company
Engineer, Designer: Andrew Nguyen
Valuation: \$70,000
Approval Requested: Conceptual and Final Approval
Fee: \$140

Item was postponed for a later date.

IX. STREET LIGHTING SUBMISSIONS – ACTION AND CONSENT ITEMS

Review and possible action to approve the design of street lights at the following locations:

1. Matching Street Lights

A. 3RD ST. (S/S) FROM 30’ TO 547’ (W/O) OGDEN DR.

CPA: Wilshire
Zone: C2-1-O
Install: 1 CD-814
4 CD-858
1 Cal Type Pole
Relocation: 2 CD-808
Work Order No: BR-004727
Valuation: \$105,000
Fee: \$140
Receipt No. APD001199

B. CORONADO ST. (E/S) FROM 43’ TO 117 (N/O) BERKLEY AVE.

CPA: Silver Lake – Echo Park – Elysian Valley
Zone: RD 2-1VL
Install: 1 CD-851A
Work Order No: BR-004841
Valuation: \$25,000
Fee: \$100
Receipt No. APD001200

C. BORDEN AVE. (NE/S) 292’ TO 392’ (NW/O) TUXFORD ST.

CPA: Sun Valley/ La Tuna Canyon
Zone: (T) (Q) M2-1-CUGU
Install: 1 CD-851A
Work Order No: BR-004532
Valuation: \$14,000
Fee: \$100

Receipt No. APD001197

D. VICTORY BLVD. (S/S) 185' TO 245' (W/O) WOODMAN AVE. (PM-2018-3045)

CPA: Northeast Los Angeles
Zone: (T) (Q) RAS4-1VL
Install: 1 CD-953C
Work Order No: BR-206019
Valuation: \$14,000
Fee: \$100
Receipt No. APD001196

E. LANKERSHIM BLVD. & LA MAIDA ST. (S/W CORNER)

CPA: North Hollywood – Valley Village
Zone: C4-1-CA
Install: 1 CD-851B
Relocation: 1 CD-953C
Work Order No: BR-206081
Valuation: \$22,500
Fee: \$100
Receipt No. APD001203

F. VAN NUYS BLVD. & NORDOFF ST. (N/E CORNER)

CPA: North Hollywood – Valley Village
Zone: (T)(Q) C2-1VL
Install: 6 CD-953C
Work Order No: BR-206099
Valuation: \$69,000
Fee: \$140
Receipt No. APD001201

G. SAN JOSE ST. & JORDAN AVE. (N/W CORNER)

CPA: Valley
Zone: RS-1
Install: 1 CD-851B
Work Order No: BR-206197
Valuation: \$21,500
Fee: \$100
Receipt No. APD001202

H. BARRY AVE. & MISSOURI AVE. (N/W CORNER)

CPA: West Los Angeles
Zone: RD 1.5-1
Install: 1 CD-851A
Work Order No: BR-403093
Valuation: \$10,000
Fee: \$100
Receipt No. APD001198

Items IX. A – H were taken on consent. Commissioner Vinson moved to approve items IX.1A-H, Commissioner Olatunji seconded. All commissioners approved.

2. Not Matching

A. GAFFEY ST. (W/S) FROM 415' TO 880' N/O WESTMONT DR.

CPA: San Pedro
Zone: RD 2-1XL
Install: 1 CD-953C
1 CD-951D
Work Order No: BR-004644
Valuation: \$25,000
Fee: \$100
Receipt No. APD001194

Items IX. 2A was taken on consent. Commissioner Vinson moved to approve, Commissioner Olatunji seconded. All commissioners approved.

3. No Existing

A. MT. GLEASON AVE. (W/S) 228' TO 305' S/O HILLROSE ST.

CPA: Sunland, Tujunga, Lake View Terrace
Zone: R1-1-RFA
Install: 1 CD-951 A
Work Order No: BR-206148
Valuation: \$19,000
Fee: \$100
Receipt No. APD001193



CD 814



CD 851



CD 951



CD 953



Cal Type Pole

Items IX. 3. A taken on consent. Commissioner Vinson moved to approve, Commissioner Olatunji seconded. All commissioners approved.

X. GENERAL MANAGER'S REPORT

ORAL REPORT

The General Manager will provide a brief overview of the state of the Department.

General Manager Daniel Tarica informed the Commission that the City kicked off Latino Heritage month earlier today. This is the 21st year that DCA has produced the calendar guide for Latino Heritage month and the Department has supported the LA Unsung Heroes exhibition on the Bridge Gallery with Councilmember Rodriguez.

Later this week, DCA will be hosting an event to introduce the performing arts community to Greg Reiner, Theater and Musical Director with the National Endowment for the Arts, so that the community can learn about opportunities with the NEA and for Mr. Reiner to hear concerns from the performing arts community about the current challenges that they are facing.

At the end of the month, the Department will be hosting the Watts Towers 41st Annual Day of the Drum Festival and the 46th Annual Watts Towers Jazz Festival on September 30th and October 1st at the Watts Towers Arts Center Campus.

Mr. Tarica announced that the Department will be expanding the Public Space Activation Fund to help build partnerships locally and internationally. He described that the program would create opportunities for artists and partnerships with international governmental entities. Ben Espinosa, Arts Manager with the Grants Division, informed the Commission the goal of this program is to help promote international events and further international partnerships.

XI. COMMISSION ANNOUNCEMENTS AND REPORTS

A. Next Regular Commission Meeting Date: October 11, 2023


B. Next Commission Meeting Submission Deadlines:
ARCHITECTURAL / PUBLIC ART PROJECTS /
STREET LIGHTS / AGF's September 20, 2023

C. Adjournment

Meeting adjourned at 3:26 pm,



Commission President, VP ROBERT VINSON



Commission Secretary

Date: 10/11/2023

CALIFORNIA



CULTURAL AFFAIRS COMMISSION

ELISSA SCRAFANO
PRESIDENT

THIEN HO
VICE PRESIDENT

EVONNE GALLARDO
CHARMAINE JEFFERSON
RAY JIMENEZ
ERIC PAQUETTE
ROBERT VINSON

KAREN BASS
MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

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DANIEL TARICA
GENERAL MANAGER

February 28, 2023

Department of Recreation and Parks
Planning, Maintenance and Construction

To Whom It May Concern,

The City of Los Angeles requires artwork commissioned through the Public Works Improvements Arts Program (PWIAP) to last a minimum of 25 years pursuant to Section 8 A. of contract with the City of Los Angeles. As long as proper maintenance is performed on the artwork it should at least 25 years.

The City is responsible for the long-term care and maintenance of public artwork created through its Program, including anti-graffiti protection. Artwork will be coated with a two-part water based urethane anti-graffiti coating.

DCA maintains all artworks and our standard artist contract template for design/fabrication/installation specifies that.

Best regards,

Martica Stork
Program Manager, Public Percent for Art
City of Los Angeles
Department of Cultural Affairs [DCA] Public Art Division

