

**RESOLUTION NO. 2013-54**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUCAIPA,  
CALIFORNIA, ESTABLISHING A POLICY FOR THE DISPLAY OF  
LOCAL ART IN YUCAIPA CITY HALL**

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**WHEREAS**, it is the goal of the City of Yucaipa to display artwork in the Yucaipa City Hall building, which artwork showcases the City and its local wildlife, landscapes, nature, architecture, people, and activities, as portrayed by local artists.

**WHEREAS**, the City of Yucaipa finds there is a need to establish a policy for the display of artwork in Yucaipa City Hall so as to provide clear and objective criteria for the selection, installation, maintenance and rotation of said artwork.

**WHEREAS**, the City of Yucaipa intends that City Hall will serve only as a limited public forum for the limited purposes of the Art in City Hall Program and serve to further its narrow goals and purposes.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Yucaipa as follows:

**SECTION 1. ART IN CITY HALL PROGRAM PURPOSE**

The popularity and prosperity of the community is enhanced by visually pleasing and high quality public art. Therefore, the City Council hereby establishes the Art in City Hall Program (the "Program") for the purpose of showcasing the City and its local environment, wildlife, landscapes, architecture, people, and activities, as portrayed by local artists. Artwork involving nudity, sex, or political or religious subject matter or messaging, do not further the limited purpose of the Program, and thus will not qualify to be displayed in City Hall.

**SECTION 2. DEFINITIONS**

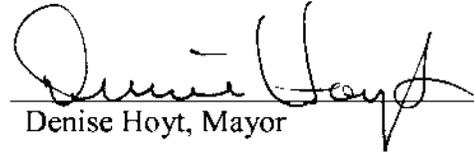
For the purposes of the Program, "artwork" means original creations of art including, but not limited to, sculptures, monuments, wall hangings, tapestries, photographs, digital art, etchings, engravings and paintings.

**SECTION 3. PROCESSING**

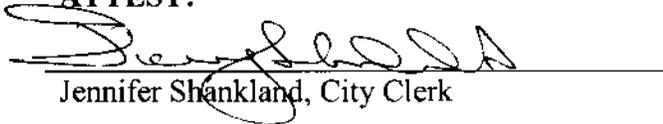
VisionQuest Art Gallery, located at 35136 Avenue A, Yucaipa, California will manage the initial process of selecting, installing, maintaining and rotating the artwork pursuant to Exhibit A – Art in City Hall Program Agreement and will submit the proposed artwork for review by the City to determine whether the artwork meets the Program purpose. Prior to the installation of any artwork in City Hall pursuant to the Program, such artwork shall be reviewed and approved by the City Manager, or his designee, and may only be installed in City Hall if determined to be consistent with the purpose of the Program.

The City Clerk shall certify to the approval of this Resolution.

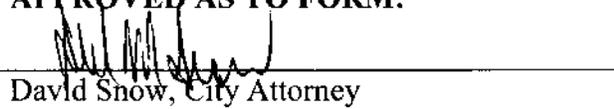
**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of January, 2014.

  
Denise Hoyt, Mayor

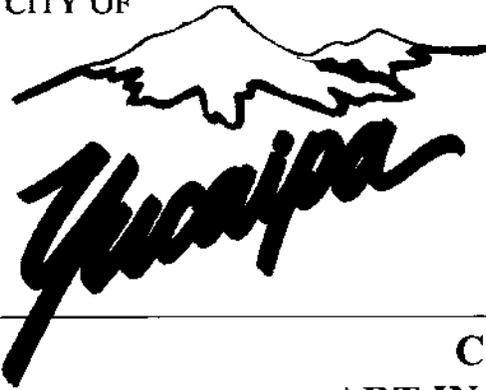
**ATTEST:**

  
Jennifer Shankland, City Clerk

**APPROVED AS TO FORM:**

  
David Snow, City Attorney

CITY OF



City of Yucaipa  
34272 Yucaipa Blvd.  
Yucaipa, CA 92399

909/ 797-2489 Phone  
909/ 797-9203 fax

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**CITY OF YUCAIPA  
ART IN CITY HALL PROGRAM  
AGREEMENT  
EXHIBIT "A"**

THIS AGREEMENT is made this 13<sup>th</sup> day of January, 2014, between the CITY OF YUCAIPA, a municipal corporation of the State of California, hereinafter referred to as the CITY, and VisionQuest Art Gallery, hereinafter referred to as VisionQuest.

**RECITALS:**

**WHEREAS**, the CITY and VisionQuest desire to recognize and honor local artists by displaying certain artwork at City Hall, on a rotating basis which artwork showcases the City and its local environment, wildlife, landscapes, architecture, people, and activities as portrayed by local artists; and

**WHEREAS** the CITY shall permit VisionQuest to display certain artwork at City Hall pursuant to this Agreement and subject to City Approval for compliance with the Art in City Hall Program ("Program") goals and purposes; and

**WHEREAS**, the City and VisionQuest desire to enter into a formal agreement defining the rights and responsibilities of each party in connection with the Program; and

**WHEREAS**, this Agreement covers only the Art in City Hall Program.

**NOW, THEREFORE, IN CONSIDERATION OF THESE RECITALS AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

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**I. ADMINISTRATION**

The Art in City Hall Program is a Co-Sponsored Program between the CITY and VisionQuest to recognize work by local artists that showcases the City, and its local environment, wildlife, landscapes, architecture, people, and activities as portrayed by local artists. VisionQuest shall administer, manage, and maintain the Program. All matters relating to VisionQuest's use of the City Hall building shall be coordinated by the City Manager or his/her designee. In accordance with the terms set forth in this Agreement, VisionQuest shall be solely responsible for the administration of this Program, but for the selection of artwork and the display locations in City Hall. VisionQuest will ensure that the following criteria/requirements will be met for artwork to be displayed as part of the Program:

- A. Each artist wishing to participate in the Program must be a current VisionQuest Art Gallery member and submit a completed application (see attached Exhibit "A").
- B. Artwork must demonstrate originality, artistic excellence, and appropriate quality.
- C. All artwork should be appropriate in content and value for the immediate, general, and social environments with which it relates. Artist should keep in mind that City Hall is open to the public, which at times includes children. For purposes of this criterion, the artwork must focus on the City and its local environment, wildlife, landscapes, architecture, people, and activities. Artwork involving nudity, sex, or political or religious subject matter or messaging, do not further the limited purpose of the Program, and thus will not qualify to be displayed in City Hall.
- D. All artwork must be labeled on the back of each piece with the artist's name, title of the piece and media.
- E. All artwork must be framed, wired, or in a condition to ensure that the artwork is ready for installation upon delivery. A VisionQuest member will be in charge of the installation of the artwork. VisionQuest agrees to supply all hardware for installation.
- F. All artwork must be picked up and delivered to the VisionQuest Art Gallery by the artist or the artist's representative unless other transportation arrangements have been made in advance of the installation date. Oil based paints must be cured for a minimum of three months prior to installation.
- G. The artist agrees that all artwork is to remain on display for the duration of the exhibit. The artist will not be permitted to remove artwork before the end of the agreed upon exhibit date, unless approved, in writing, by the City Manager, or his designee.
- H. The duration of each exhibit is generally intended to be three (3) months, based on a standard calendar year (January, February and March; April, May and June; July, August and September; October, November and December). Artwork will be displayed beginning the next quarter, in the order it was received and approved. Depending on the number of submissions at any given time, an individual artist may have to wait until the next rotation to have their work displayed due to the limited display area. The City Manager shall have the discretion to extend a display in the event that there is a period in which VisionQuest receives an insufficient number of qualifying artwork to occupy the available space in City Hall.

- I. The artist agrees to indemnify, defend and hold harmless the City of Yucaipa and VisionQuest, its officers, employees and agents from any claim, demand, damage, liability, loss, cost or expense attributable to the Program or the public artwork, by the execution of the Artist Application, a sample of which is included as Attachment 1.

## II. USE

The CITY, subject to the terms and conditions provided in this Agreement, permits VisionQuest to install, maintain, and remove artwork at City Hall in accordance with the following:

- A. The City recognizes that while there are many outstanding art pieces available for display, VisionQuest must review the artwork for the limited display area in City Hall, subject to final approval by the City Manager, or his designee, as to whether the artwork is consistent with the purpose of the Program to showcase the City and its local environment, wildlife, landscapes, architecture, people, and activities as portrayed by local artists.
- B. VisionQuest shall screen the art to be displayed in City Hall on the basis of artistic merit, creative excellence, intellectual richness, as well as its contribution towards the spirit, goals and theme of the Program, as may be further narrowed to a particular theme (such as wildlife, or landscapes) for a particular display period. City Hall is not a public forum for the display of art and nothing contained in this agreement is intended to be nor shall be construed as a policy establishing a public forum for the unrestricted display of artwork in City Hall. Rather, it is a limited public forum for the limited purposes of the Program and to further its narrow goals and purposes. The City Manager reserves the right to cancel the exhibition, or any part of the exhibition, at any time, with or without a statement of reasons. Art depicting specified anatomical areas and specified sexual activities as defined in Sections 812.01115 and 812.19060 of the Yucaipa Municipal Code, or any other pertinent sections of the code, do not meet the purpose of or criteria for display in City Hall pursuant to this Program, and shall not be displayed in City Hall. Similarly, artwork involving nudity, sex, or political or religious subject matter or messaging, do not further the limited purpose of the Program, and thus will not qualify to be displayed in City Hall. All decisions of the City Manager shall be made at his or her sole discretion.
- C. The designated locations to display artwork are the conference rooms within City Hall, as well as the internal lobby of City Hall. Additional locations within City Hall, such as select hallways, may be designated by the City Manager at a later time. Each artist who has volunteered to display artwork at City Hall shall agree to relinquish his or her choice of display location. The display location of each piece of artwork will be at the final discretion of the City Manager, in consultation with VisionQuest.

## III. MAINTENANCE

Except as otherwise specified herein, VisionQuest shall manage, maintain and operate the Art in City Hall Program. It shall be the duty of VisionQuest to regularly inspect the displayed artwork to ensure that it is maintained in good condition.

The CITY reserves the right to remove artwork at any time if it determines that removal is necessary for the proper operation, maintenance, or repair of an area of City Hall where the artwork is displayed.

**IV. PAYMENT**

As part of the CITY's sponsorship of the Program, the CITY shall not charge VisionQuest for the use of the designated areas of City Hall for the display of artwork. VisionQuest or VisionQuest's agent shall maintain complete and accurate records regarding the artwork on display. City shall have access to such records, upon reasonable notice, for so long as such records are required to be maintained.

**V. HOLD HARMLESS AGREEMENT**

VisionQuest shall, defend, indemnify and hold the CITY, its officials, officers, employees, designated volunteers, and any agents and independent contractors serving in the role of CITY officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property (including the artwork displayed pursuant to the Program) or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of VisionQuest, its members, or its agents in connection with the performance of this Agreement and the administration of the Art in City Hall Program, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, VisionQuest shall defend Indemnitees, at VisionQuest's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. VisionQuest shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. VisionQuest's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by VisionQuest, the City, its directors, officials, officers, employees, agents or volunteers. All duties of VisionQuest under this Section shall survive termination of this Agreement.

**VI. INSURANCE**

VisionQuest shall provide and maintain comprehensive general liability insurance for any injury or property damage arising out of the Art in City Hall Program. VisionQuest shall provide the following:

**A. Minimum Scope of Insurance.** VisionQuest shall provide insurance in scope, amounts and coverage as required by City, including, but not limited to, the following:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office Form Number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1

**B. Minimum Limits of Insurance.** VisionQuest shall maintain limits no less than:

(1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, specifically including any damage to the artwork displayed in City Hall pursuant to the Program. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit. (\$2,000,000).

**C. Acceptability of Insurers.** Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

**VII. DURATION OF CONTRACT**

This agreement shall continue in effect for a term of one (1) year from the date hereof and from year to year thereafter, unless terminated pursuant to Section VIII.

**VIII. TERMINATION**

This agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party. VisionQuest shall remove all artwork on or before the thirtieth (30<sup>th</sup>) day after written notice is given. If VisionQuest fails to remove any artwork in such time, VisionQuest shall reimburse the CITY for the cost of removing the artwork.

**IX. LAWFUL COMPLIANCE**

VisionQuest shall comply with all applicable federal, state and local laws, ordinances, codes and regulations during the term of this Agreement.

**X. ENTIRE AGREEMENT**

This agreement, together with any other document referred to or contemplated herein, embody the entire agreement and understanding between the parties relating to the subject matter hereof. Neither this agreement nor any provision hereof may be amended, modified, waived or discharged except by an instrument in writing executed by both parties.

**XI. NOTICE**

Any notice or notices required or permitted to be given by this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested. Until written notice of change of address is given, mailed notices may be addressed to the parties at the following addresses:

**CITY:** City of Yucaipa  
Raymond A. Casey, City Manager  
34272 Yucaipa Boulevard  
Yucaipa, CA 92399  
(909) 797-2489, ext. 236

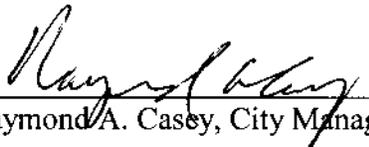
**VisionQuest:** VisionQuest Art Gallery  
Kit Satre, President  
P.O. Box 1231  
Yucaipa, CA 92399  
(909) 790-7377

## SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have executed this agreement on the date first above written.

**City of Yucaipa**

**VisionQuest Art Gallery**

  
\_\_\_\_\_  
Raymond A. Casey, City Manager

1/13/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kit Satre, President

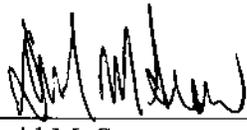
1/6/14  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Jennifer Shankland  
City Clerk

1-13-14  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David M. Snow  
City Attorney

1.13.2014  
\_\_\_\_\_  
Date