



City of South Gate

Parks & Recreation Department

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Parks Make Life Better!

Request for Proposals (RFP) **Artful Distancing Program**

Release Date: Thursday, August 6, 2020

Applications Due: Monday, August 24, 2020

Application available at: <https://www.surveymonkey.com/r/69YYQV5>

Program Overview

The City of South Gate's Parks and Recreation Department (City) seeks designs to support its artful distancing program. Local artists are invited to submit designs for temporary vinyl floor tiles that will be set at six foot intervals on City premises.

Social distancing has become one of the crucial factors in the battle against Covid 19- a simple guideline that is easy to understand but can be hard to implement. Artists, the City of South Gate seeks your help to educate our community about ways to stay safe during this public health crisis while also adding some beauty into our everyday routines. Please see below for specifications and examples.

Artist Eligibility

The City seeks two local artists to create designs that will be featured in vinyl floor stickers that will promote social distancing within the City's facilities. Artists are required to be 18 years of age or older in order to participate.

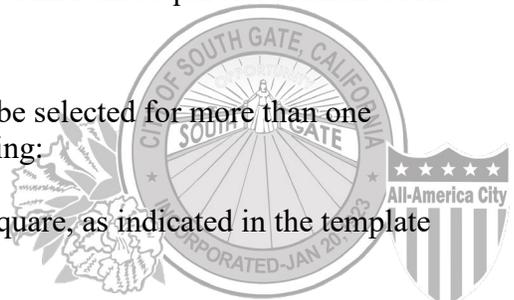
Artist Stipend

The City will offer a stipend of \$150 to selected artists for their design. The stipend will be issued after the artist completes the approved art project and submits the required documentation.

Submission Requirements

Artists may submit multiple designs. The same artist will not be selected for more than one design. Interested artists will be required to submit the following:

- Submissions should be designed to fit in a 10" x 10" square, as indicated in the template provided as Attachment "A".



- Submissions may include public health guidelines such as “stay six feet apart” or “wear a mask”
- Submissions may include inspirational text such as “we got this” or “SELA strong”
- Submissions may be entirely graphic (no text)

Submission Deadline

Monday August 24, 2020 no later than 5:30pm. No exceptions will be granted, and postmarks will not be considered if the application is received after the due date. Applications should be submitted online at: <https://www.surveymonkey.com/r/69YYQV5> or responses may be printed and sent via U.S. Mail to the following address, taking the deadline into account.

City of South Gate
Parks and Recreation Department
Attention: Marissa Kucheck
4900 Southern Ave.
South Gate, CA 90280

Scope of Work

Local artists are encouraged to submit design concepts with positive images that celebrate and foster civic pride, reflect the community, and promote public health amidst the pandemic. All designs must be original works of art. The selected artworks must be submitted as a vector file within seven days of the award.

Selection of Artwork

The City’s Art Committee (Committee) will review all approved applications and design concepts and select the awardees. The Committee will use the following criteria for selection:

- Meets the submission and scope of work requirements
- Artistic excellence, including quality of the art and artist originality
- Creativity and innovation, such as incorporating a public health message into the design
- Appropriateness for the City’s facilities and audience

The City of South Gate reserves the right to reject any or all applications, and the right to utilize in full or in part any and all information in the City’s and/or the Committee’s decision to award or to request additional participation in the future.

Standard Contract

The artist will be required to sign an agreement with the City of South Gate and to provide a vector file of their design, in order to receive the stipend of \$150. If selected by the City, the artist will also need to submit a W-9. A sample agreement is included as Attachment “B”. It is expected the Agreement will be approved “as is” with no modifications.

Right of Refusal

The City reserves the right to reject any or all applications and design concepts, to waive any informality in any proposal, and to select the applications and design concepts that best meet the City's needs. Applications and design concepts will be considered only in their entirety. Late or incomplete applications and design concepts will not be considered, and the City reserves the right to negotiate the specific requirements and cost for the selected applications and design concepts. The City reserves the right to grant awards under this program to as many as two (2) applicants.

Proposed Timeline - Dates Subject to Change

August 6 - August 24, 2020	Application Period
August 24, 2020	Applications due by 5:30pm
August 26, 2020	Art Committee Meeting to approve selected designs and Agreements
August 27, 2020	Notifications sent to applicants of award
September 3, 2020	Deadline for selected artists to submit vector files of design
October 1, 2020	Stipends issued to awardees

Artwork Ownership

The artwork will be created as "work for hire" and will be owned by the City. Given that the artwork will be owned by the City. As such, the City may grant permission to reproduce imagery of city-owned designs, including the use of images for two dimensional reproductions. "Reproductions" include the use of images of City-owned artworks in educational materials, reports, or communications about services, or other non-commercial use.

Questions

For additional information, please email Marissa Gonzalez-Kuchek, Cultural Arts Coordinator at mkuchek@sogate.org or call 323-563-5478. This document is also available online at: <https://www.cityofsouthgate.org/195/Parks-Recreation>.

The application is available at: <https://www.surveymonkey.com/r/69YYQV5>

Attachment A

Sample Artwork and Template for Design

Sample Artwork 1:



Sample Artwork 2:



Template for Design (inner square should be 10" x 10" inches):

APART

6 FEET

PLEASE

YOUR
ART
HERE

 City of
South Gate

Artist Name
Title
Year

Attachment “B”
Sample Contract

AGREEMENT REGARDING WORK FOR HIRE BETWEEN THE CITY OF SOUTH GATE AND
[NAME OF ARTIST]

This Agreement Regarding Work for Hire (this “AGREEMENT”) will confirm the understanding between City of South Gate, a municipal corporation, (the “CITY”) and [NAME] (the “ARTIST”), regarding production of artwork (the “WORK”), is made and entered into this ____ day of _____, 2020.

R E C I T A L S:

A. The CITY desires to obtain the services of an artist who will submit a pre-approved design for its artful distancing program designated in Attachment “A” attached hereto on the terms and conditions herein set forth.

B. The ARTIST agrees to deliver the WORK to the CITY no later than _____ in a manner and form satisfactory to the CITY, which is more specifically described herein.

C. Upon acceptance of the WORK, the CITY agrees to pay the ARTIST ONE HUNDRED FIFTY DOLLARS (\$150.00) for all rights in the WORK. The ARTIST will not receive any further payment from the CITY.

D. The ARTIST expressly acknowledges that the WORK, the material contributed by the ARTIST in creating the WORK, and the ARTIST’s services hereunder, are being specially ordered and commissioned by the CITY. The WORK shall be considered a “work made for hire” as defined by the copyright laws of the United States. The CITY shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the WORK and any other results and proceeds of the ARTIST’S services hereunder in whatever stage of completion. If for any reason the WORK is determined at any time not to be a “work made for hire”, the ARTIST hereby irrevocably transfers and assigns to the CITY all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

E. The ARTIST agrees that the CITY may make any changes or additions to the WORK prepared by the ARTIST, which the CITY in its sole discretion may consider necessary, and the ARTIST further agrees that the CITY may engage others to do any or all of the foregoing, with or without attribution to the ARTIST. The ARTIST further agrees to waive any so-called moral rights in the WORK.

F. The ARTIST represents that, except with respect to material furnished to the ARTIST by the CITY, the ARTIST is the sole author of the WORK and all of the ARTIST’S services are original with you and not copied in whole or in part from any other work; that the ARTIST’S WORK is not libelous or obscene, and does not (to the ARTIST’S knowledge) violate the right of privacy or publicity, or any other rights of any person, firm or entity.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. PARTIES TO THE AGREEMENT. The parties to this AGREEMENT are:

A. The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.

B. [Name of Artist], located at [address]

2. REPRESENTATIVES OF THE PARTIES AND SERVICES OF NOTICES. The representatives of the parties who are primarily responsible for the administration of this AGREEMENT, and to whom formal notice, demands and communications shall be given, are as follows:

A. The principal representative of the CITY shall be:
Marissa Kucheck, Cultural Arts Coordinator, Parks and Recreation Department
4900 Southern Avenue
South Gate, CA 90280
323-563-5478
mkucheck@sogate.org

The principal representative of the ARTIST shall be:
(Name of Artists) (address) (phone number) (e-mail address)

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery, electronically or by mail.

C. In the event of the principal representative designated to receive the notices, demands or communications, or the address of such persons changing, written notice shall be given to the other party within five (5) working days of said change.

3. INDEPENDENT CONTRACTOR. In performing his or her duties hereunder, the ARTIST shall at all times act as an independent contractor. The ARTIST shall complete the services required hereunder according to his or her own means and methods of work, which shall be in the exclusive charge and control of the ARTIST and not subject to the control or supervision of the CITY except as to the results of the work. The ARTIST is not an employee of the CITY and shall not represent himself or herself as an employee of the CITY. The payments to be made to the ARTIST hereunder shall not be subject to withholding taxes or other employment taxes required with respect to compensation paid by an employer to an employee.

4. TERM OF AGREEMENT

The term of this AGREEMENT shall commence on the date that it has been fully executed by the CITY and the ARTIST, and shall terminate at 5:30 pm on October 1, 2020.

Notwithstanding the foregoing term of the agreement, the CITY shall have the right upon thirty (30) days advance written notice, with or without cause, to terminate this AGREEMENT.

5. HOLD HARMLESS AND INDEMNIFICATION

The ARTIST agrees to hold harmless, indemnify and defend the CITY, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with the ARTIST's use of City facilities, including loss or liability caused by the CITY's negligence, except loss or liability caused by the CITY's sole willful conduct or active negligence.

6. DISPUTE RESOLUTION

A. The City's Director of Parks and Recreation ("DIRECTOR") shall have the authority to establish procedural rules and regulations not inconsistent with the terms and conditions herein set forth.

B. The DIRECTOR shall make a good faith effort to immediately bring to the attention of the ARTIST any areas of service or other matters for which the ARTIST is responsible under this AGREEMENT which the DIRECTOR believes are deserving of special attention.

C. Any dispute between the ARTIST and the CITY as to the ARTIST'S duties hereunder shall, in the first instance, be discussed in good faith by the DIRECTOR and the ARTIST.

7. NON-ASSIGNABILITY OF AGREEMENT

This AGREEMENT has been executed by the CITY and the ARTIST based upon the special qualifications unique to the ARTIST. This AGREEMENT, and all rights, benefits and obligations hereunder accruing to the ARTIST, shall not be assigned or transferred to any other person, firm or entity without the express written consent of the CITY, which consent may be withheld by the City in its sole discretion.

8. BINDING EFFECT

The covenants and conditions herein contained shall apply to and be binding upon the successors and assigns of the parties hereto.

9. ENTIRE AGREEMENT

This AGREEMENT represents the entire and integrated agreement between the CITY and the ARTIST and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument executed by both the CITY and the ARTIST.

10. WAIVER OF BREACH

Waiver by either party of any single breach of this AGREEMENT shall not be deemed to be a waiver of any breach of any other provision herein.

11. INCORPORATION OF RECITALS AND EXHIBITS

All of the recitals set forth in this AGREEMENT, and all of the exhibits attached to this AGREEMENT, are by this reference incorporated in and made a part of this AGREEMENT as though fully set forth herein.

12. EFFECTIVE DATE

Unless otherwise provided, this AGREEMENT shall become effective on the date in which the last of the parties, either the CITY or the ARTIST, executed this document.

13. CHOICE OF LAW AND VENUE

California law governs the interpretation and enforcement of this AGREEMENT. Venue shall exist within the Los Angeles County Superior Court.

14. CONSULTATION WITH ATTORNEY

The ARTIST warrants and represents that he or she has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

15. NO INTERPRETATION AGAINST DRAFTING PARTY

The CITY and the ARTIST agree that they have cooperated in the review and drafting of this AGREEMENT. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the agreement shall be construed against either party solely because that party drafted all or a portion of the agreement, or the clause at issue.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT and attested by their respective officers thereafter duly authorized.

CITY OF SOUTH GATE

By: _____
Director of Parks and Recreation

By:

Artist

REVIEWED AND APPROVED BY:

By: _____
City Manager