



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

January 5, 2026

The Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

SUBJECT: ALLOCATE FUNDING FOR THE MISSION BOULEVARD CORRIDOR IMPROVEMENT PUBLIC ART PROJECT AND APPROVE AGREEMENT WITH GRIFFIN ONE DESIGN LLC FOR DESIGN SERVICES

RECOMMENDATIONS:

- A. Approve Public Works Agency's funding of \$270,700 to the Alameda County Arts Commission's Public Art Trust to support the artist's contract for design services and public art administration for the Mission Boulevard Corridor Improvement Project;
- B. Approve a Standard Services Agreement, Procurement Contract No. 29434, with Griffin One Design LLC (Principal: Sean Griffin; Location: Oakland) for design services for the Mission Boulevard Corridor Improvement Project for the term of 1/14/26 – 12/31/28, with the option to renew for two additional one-year terms to allow for adjustments to the construction schedule, in the not-to-exceed amount of \$66,700;
- C. Authorize the President of the Board to sign the Agreement, subject to review and approval as to form by County Counsel, and submit an executed copy to the Clerk of the Board for filing;
- D. Delegate authority to the Auditor-Controller, or designee to amend the Standard Services Agreement Exhibits by mutual agreement with the artist as may be needed to finalize design, with no change to the total amount, subject to review and approval as to form by County Counsel, and submit an executed copy to the Clerk of the Board for filing; and
- E. Authorize the Auditor-Controller to make the related budget adjustments.

Office of the Auditor-Controller
1221 Oak St., Suite 249
Oakland, CA 94612
Tel: (510) 272-6565
Fax: (510) 272-6502

Central Collections Division
1106 Madison St., 1st Floor
Oakland, CA 94607
Tel: (510) 208-9900
Fax: (510) 208-9932

Clerk-Recorder's Office, Oakland
1106 Madison St., 1st Floor
Oakland, CA 94607
Tel: (510) 272-6362
Fax: (510) 208-9858

Clerk-Recorder's Office, Tri-Valley
7600 Dublin Blvd.
Dublin, CA 94568
Tel: (510) 272-6362
Fax: (510) 208-9858

DISCUSSION/SUMMARY:

In accordance with the County's public art program, the Alameda County Arts Commission worked with the Alameda County Public Works Agency (PWA) to determine the scope of work for public artwork that will be included in the new Mission Boulevard Corridor Improvement Project. The Public Works Agency transfer of \$270,700 to the Arts Commission's Public Art Trust represents funding for public arts administration and the artist's contract.

This public art project is part of Phase Three of the County's revitalization project along the E. 14th Street/Mission Boulevard Corridor. The project extends along Mission Boulevard for approximately one mile in the unincorporated communities of Ashland and Cherryland from I-238 to the Hayward City limit at Rose Street. When completed, motorists, pedestrians, bicyclists, transits riders and residents will enjoy a revitalized safe and accessible commercial corridor. Project features include utility undergrounding, fiber optic conduit, new sidewalks, enhanced crosswalks, new bikeways, intersection bulb-outs, pavement resurfacing, pedestrian-scale lighting, new street trees, bus boarding islands, decorative street furnishings, and public art elements. Based on the overall construction cost of \$34 million, the public art project budget is \$680,000. The budget covers the public art administration cost, the artist's contract for design services and the remaining funds are held by PWA for the fabrication, installation, and related construction expenses.

Griffin One Design LLC (Griffin), an Oakland-based artist, was chosen by a selection committee of community members. Griffin will create 21 unique designs that will be used for the permanent art elements installed throughout the corridor improvement project site. The County will own the digital design files. During the fabrication and installation phase, the Arts Commission will provide the completed digital files to PWA and their general contractor to be used for fabrication and installation under PWA's oversight with ongoing coordination with the Arts Commission. The final estimated quantity of the integrated permanent art elements includes 29 cut metal street median panels, 52 cut metal benches, and 150 cut metal panels integrated into 760 liner feet of pedestrian barriers. All artwork will meet safety and ADA requirements and have the same life expectancy as other street elements. The Agreement allows flexibility in deliverables to align with the construction schedule.

Griffin will also create up to 16 designs for temporary street enhancements that will be reproduced on approximately 8 utility box wraps and 50 streetlight banners. The County will own the digital design files, which will be provided to a local vendor for fabrication and installation as part of the ongoing partnership between the Arts Commission, PWA and the Economic and Civic Development Department. PWA will provide graffiti abatement for the utility box wraps.

SELECTION/CRITERIA PROCESS:

As required by Ordinance No. 0-94-16, the Alameda County Arts Commission oversees the County's Public Art Program and conducted an open, competitive artist selection process consistent with its standard procedures. The project used the Arts Commission's prequalified Artist Registry, which was established through a widely advertised RFQ open to visual artists in the fourteen Bay Area counties, with targeted outreach to Alameda County and its diverse communities.

A five-member Artist Selection Committee representing the Ashland and Cherryland community, reviewed artists' qualifications in a two-phase process. In April 2025, the Committee selected six semifinalists who participated in a community roundtable and created proposals which were shared through multiple display opportunities. Community comments were collected from 105 residents and considered by the Committee. On August 5, 2025, the Committee recommended Griffin for the project.

The recommendation of Griffin received community support from the Eden Area Municipal Advisory Council on September 9, 2025, and the Cherryland Community Association on September 18, 2025. The Alameda County Arts Commission approved the Selection Committee's recommendation on September 10, 2025. Griffin One Design LLC is a certified Alameda County Small Local Emerging Business (Certified Emerging: 25-00118; Expiration: 10/31/2026).

FINANCING:

Appropriations for the artist's contract and public art administration were included in the Public Works Agency's FY 2025-26 Approved Budget and will be transferred to the Arts Commission's Public Art Trust. This is a multi-year project and in FY 2025-26, \$100,000 will be transferred from the Public Art Trust to the General Fund. The remaining balance will be requested in the Auditor-Controller Maintenance of Effort (MOE) budget in subsequent years. There will be no impact to net County cost.

VISION 2036 GOALS:

The Public Art Program is based on the belief that arts and creativity are essential to every successful and thriving community. This program supports Alameda County's Vision 2036 10x goal pathway of **Accessible and Integrated Infrastructure** in support of our shared visions of **Thriving and Resilient Populations** and **Prosperous and Vibrant Economy**.

Respectfully submitted,

DocuSigned by:

24917D890CE3433...
Melissa Wilk
Auditor-Controller/Clerk-Recorder

DocuSigned by:

FD817EF5B3ED467...
Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

Enclosures

- c: Susan S. Muranishi, County Administrator
- Donna R. Ziegler, County Counsel

**AGREEMENT BETWEEN THE COUNTY OF ALAMEDA
AND GRIFFIN ONE DESIGN LLC**

This Agreement is made and entered by and between the County of Alameda (“County”), and **Griffin One Design LLC, Principal: Sean Griffin** (the “Artist”).

RECITALS

WHEREAS the County desires to obtain unique public artwork designed and executed specifically for the County and associated with the **Mission Boulevard Corridor Improvement Project, Phase 3** (“Construction Project”) to be located at **along Mission Boulevard between Interstate 238 and Rose Street in the unincorporated communities of Ashland and Cherryland, CA** (“Site”); and

WHEREAS the County, through the Alameda County Arts Commission (“Commission”), will manage the art design, fabrication and installation (“the Art Project”) in consultation with the **Alameda County Public Works Agency**; and

WHEREAS the Artist submitted a proposal for the unique public artwork (“Artist’s Proposal”) which is attached as Exhibit A-1; and

WHEREAS the Artist’s Proposal was selected from a pool of qualified artists by a panel of community members and art professionals, as the most qualified to create certain artwork for the Site; and

WHEREAS Artist will create a unique public artwork as described in this Agreement, including Exhibits (the “Artwork”); and

WHEREAS Artist will create a unique public artwork design (the “Artwork Design” or “Artwork”) and provide it to County in the form of digital illustrations which shall be realized as cut metal panels, utility box art wraps, and art banners as described in this Agreement, including Exhibits; and

WHEREAS the members of the Commission have approved the Artist to proceed with the Artwork; and

WHEREAS the Commission has designated the Alameda County Arts Commission Office, (“ACAC Office”) to manage the Art Project and this Agreement.

Now therefore, the parties agree:

I. ARTWORK DEVELOPMENT

1. Work To Be Completed. The Artist shall complete the Artwork consistent with development of the Art Project as approved by the Commission specified in this Agreement, including all Exhibits, and as may be modified by this Agreement. If there is any conflict between Exhibit A-1 and any subsequent Exhibit to A (e.g. Exhibit A-2) the provisions and requirements of the subsequent Exhibit(s) shall prevail.

2. Location. The location of the Artwork shall be at the Site, or as otherwise determined by the County at its sole discretion. The County retains the right in its sole discretion to relocate the Artwork or not use or display the Artwork.

Artist shall deliver the completed Artwork to the individual and location(s) directed by County, which may or may not be the Site.

3. Cooperation.

a. The County shall organize and schedule meetings and presentations and provide the Artist written instructions for the information and materials that will be required. The ACAC Office will assist the Artist throughout the Art Project.

b. Artist agrees to cooperate in good faith with the County, including the ACAC Office, the Commission, and their representatives, and others, and to be available as reasonably necessary for consultation during all stages of the Art Project. Artist will participate in all design review processes, including those contained in Exhibit A.

c. There may be other individuals and entities performing work related to the Construction Project, including individuals that may be performing work connected to the Art Project ("Other Workers"). Artist shall not unreasonably impede, hinder or delay any Other Worker in the performance of their work. Artist shall act professionally at all times, including communications involving the Construction Project and Art Project. Artist agrees to use best efforts to resolve any disputes with Other Workers. In the event of a conflict between Artist and Other Workers, County has the sole discretion to resolve the conflict.

4. Design Development. Artist shall provide the Design Development services as outlined in Exhibit A. Artist must obtain model releases for all recognizable figures depicted in the Artwork and supply copies of the releases to the ACAC Office before the Artwork is created. The model release must be acceptable to the ACAC Office, ACAC Office will provide acceptable sample model release for the Artist's use.

5. Budget. Artist shall provide a Budget for costs related to the Artwork, unless specifically waived in writing by ACAC Office, including, but not limited to: itemized costs for materials including applicable sales tax; off-site fabrication costs if fabrication is the responsibility of Artist; costs for assistants; Artist's time for coordination, fabrication, supervision and installation and/or consultation on those items; itemized estimates of General Contractor and sub-contractor costs; permits or other fees; insurance; studio and operation expense directly related to the Artwork; consultants' fees; communications; Artist's travel; transportation of the Artwork to Site or other location to be determined; and itemized installation costs. The Artwork Budget shall also include a contingency to cover unforeseen costs that may arise. All budget items and costs are the sole responsibility of Artist.

6. Maintenance Plan.

a. Artist shall provide a Maintenance Plan for the Artwork, unless specifically waived in writing by ACAC Office. The Maintenance Plan must include a detailed description of:

- anticipated future maintenance requirements;
 - a recommended maintenance schedule;
 - anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating Artwork and the frequency of such staff involvement; and
- i. written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork.

b. The Artwork must be durable, taking into consideration if the Site is an unsecured space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements are reasonable in terms of time and expense.

c. The Artist shall be responsible for making any updates or clarifications to the Maintenance Plan if the maintenance requirements and estimates change over the course of the project.

d. Artist shall provide ACAC Office with a description of all equipment and machinery needed to operate the Artwork (if applicable) and any anticipated or required staffing, supervision or operational needs.

e. An updated Maintenance Plan must be submitted and accepted by ACAC Office prior to the issuance of the Final Notice of Completion of Services.

f. If requested by the ACAC Office, the Artist shall obtain a recommendation from a qualified art conservator on the maintenance of the Artwork and the Artist shall provide a written copy of the conservator's recommendations to the ACAC Office.

7. Schedule. The Artist shall complete the Artwork according to the schedule set out in Exhibit A. Time is of the essence in the performance of the Artwork by Artist.

8. Changes

- a. The goal for the Artwork is a product which represents the creative talents of Artist and satisfies the specifications of the County. The parties recognize that they must consult closely during all stages of development of the Artwork, including without limitation, during design development, fabrication and installation of the Artwork in order to accomplish these goals and that changes to the Artwork may become desirable as the Art Project progresses.
- b. Certain specifications of the Artwork, such as, but not limited to, the size, color, design, and material (including grade of the material), of some of the elements of the Artwork may not be identified in Exhibit A. To the extent that any specification for the Artwork is not identified in Exhibit A, Artist shall seek ACAC Office's prior written approval of these specifications before commencing with the Artwork.
- c. The parties recognize that the shift in scale from preliminary drawings and models to a full-scale work may require artistic adjustments. Artist has the right to make minor adjustments to the Artwork as Artist deems aesthetically necessary.
- d. Any deviation from the Artist's Proposal (Exhibit A-1) in the scope, design, color, size, material, utility and support requirements, texture or location of the Artwork must be approved in writing and in advance by ACAC Office before Artist proceeds with completion of the Artwork. This includes but is not limited to any change that may affect the fabrication, schedule of delivery or installation of the Artwork, preparation of the Site or maintenance of the Artwork.
- e. In no event may any adjustment or any change in design increase the Artwork budget or entitle the Artist to additional compensation or payment except as specified in Exhibit B.

9. Review, Inspections and Reports:

- a. Interim progress reviews are required by this Agreement. At reasonable times and with advance notice to Artist, County has the right to review the work in progress and to require and receive prompt progress reports from Artist. County shall have the right to visit any facility used by the Artist for the Artwork at reasonable times to inspect and review its progress. In-person meetings may also be held at another location, as directed by County. Artist shall supply digital images of the Artwork in-progress for review if requested by ACAC Office.
- b. In the event that any of the elements of the Artwork are to be fabricated at a location away from the Site (collectively, "Off-Site Elements"), the County shall have the right to visit and inspect each of the Off-Site Elements before they are transported to the Site. Artist shall notify ACAC Office in writing when each element of the Artwork is ready for inspection, prior to transporting the Off-Site Element to the Site ("Inspection Notice").
 - i. After receipt of the Inspection Notice for each Off-Site Element, and, if conducted, inspection of the Off-Site Element, the ACAC Office, will inform Artist in writing either (1) the Off-Site Element has been completed in accordance with the terms of this Agreement and the Off-Site Element it may be transported to the Site ("Transportation Notice to Proceed") or (2) there are defects or deficiencies in the Off-Site Element which must be corrected prior to transportation to the Site, ACAC Office may, at its sole discretion, determine to delay inspection until the Off-Site Element is delivered to the Site or other location.
 - ii. Delivery. Upon issuance of the Transport Notice to Proceed, Artist shall deliver the Off-Site Elements to the Site or other location as determined by the ACAC Office. Artist shall coordinate with the ACAC Office regarding the time, place and manner of delivery of the Artwork. The County shall have the right to inspect the Off-Site Elements at the time each Off-Site Element arrives in order to determine whether it has been damaged in transit or whether it deviates in any way from the Off-Site Element approved for transportation by the ACAC Office prior to ACAC Office's issuance of the Transport Notice to Proceed, if the ACAC Office elected to inspect off-site, or whether it meets the terms of this Agreement in the event ACAC Office elected to delay its inspection of the Off-Site Element until it arrived at the Site. Artist shall promptly remedy to the satisfaction of the ACAC Office any defect or damage to the Off-Site Element or any deviations from the Off-Site Elements as approved by ACAC Office in the Transport Notice to Proceed.

10. Artist's Completion Notice. Artist shall provide written notice to the ACAC Office that the Artwork has been completed ("Completion Notice"). County may, in its sole discretion, visit the Artist's studio to view the completed Artwork. Artist recognizes and agrees that County may review the Artwork and make recommendations for revisions and that additional studio visits may be required by County.

11. County's Acceptance or Defect Notice

- a. Upon ACAC Office's receipt and review of the Artist's Completion Notice, ACAC Office shall notify Artist in writing that the Artwork is completed ("Notice of Acceptance of Artwork") or that the Artwork fails to meet the requirements of this Agreement ("Defects Notice").

b. The issuance of a Notice of Acceptance of Artwork shall mean that the County acknowledges completion of the Artwork in substantial conformity with the design. Title to the Artwork from the Artist shall pass to the County upon issuance by the ACAC Office of its Notice of Acceptance of Artwork.

c. Upon ACAC Office's receipt and review of the Artist's Final Maintenance Documents and Final Written Documentation and when all other services related to the Artwork have been completed, ACAC Office shall notify the Artist in writing ("Final Notice of Completion of Services").

d. If the County has determined that the Artist has failed to perform as required by this Agreement, the County shall issue a written Defects Notice to the Artist. That Defects Notice shall identify those services or other conditions or requirements of the Agreement that the Artist has failed to perform. Artist shall promptly remedy, at Artist's own cost, those failures, to the satisfaction of the County.

e. If the Artist disputes the Defects Notice, in whole or in part, the Artist shall submit his or her written response to the County within ten (10) days of receipt of the Defects Notice.

f. If there is resolution of any disputes that arise under paragraph (d) of this section, the ACAC Office shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).

g. If the parties are unable to resolve any disputes that arise under paragraph (d) of this section, The County shall have the right to terminate this Agreement immediately and shall have no further obligations under this Agreement. This right to terminate is in addition to any other rights provided by law.

12. Final Maintenance Documents. Artist shall provide the ACAC Office with an updated and accurate Maintenance Plan for the Artwork before issuance of the Final Notice of Completion of Services. Artist shall deliver all information necessary for the County to properly care for and maintain the Artwork, including information regarding the physical make-up of the Artwork, methods and materials, and information about the artistic intent of Artist in the design, fabrication and installation of the Artwork. Artist shall provide the Final Maintenance Documents within thirty (30) days after the submitting the Completion Notice. Unless otherwise agreed in writing upon issuance by ACAC Office of a Final Notice of Completion of Services the County will be responsible for the care and maintenance of the Artwork.

13. Final Written Documentation. Artist shall deliver a written description of the Artwork before issuance of the Final Notice of Completion of Services. This information may be used for educational, public relations, promotional and other noncommercial purposes. Artist shall provide the Final Written Documentation within thirty (30) days after the submitting the Completion Notice. The written description must include the following:

- a. Artwork information including:
 - Name of Artist(s) - as it should appear in all printed materials
 - Artwork Title
 - Medium
 - Dimensions
- b. Short description of the artwork including:
 - Theme, concept
 - What Artist hopes the viewers will learn or experience when looking at the Artwork.
 - Description of major elements (i.e. objects, people, etc.)
 - Description of process that may be informative to the viewer
- c. Brief Artist biography, please include the following:
 - Date and location of birth
 - Where Artist currently resides
 - If you do not live in Alameda County, please indicate location of studio or employment that qualified you as an "Alameda County Artist", if applicable
 - Education related to art-making
 - Points of significance in the development of Artist's career
 - General philosophy or consistent ideas when making Artwork
 - How did Artist first become involved in making art?
 - What does Artist hope to achieve by making art?

14. Compensation.

a. The compensation to be paid to Artist ("Total Price") is set forth in Exhibit B, "Compensation." Such payment shall constitute full and complete compensation for work performed and services rendered, including, but not limited to, professional services and expenses for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.

b. In the event that the ACAC Office approves a modification of the Artwork to be provided by the Artist which results in cost savings including, but not limited to, the deletion of an element of the Artwork, the substitution of lesser quality materials with no offsetting upgrade of other materials, and the reduction in the Artwork's size, the cost savings attributable to the modification will not be paid to the Artist.

c. No payment to Artist for any work performed or services rendered shall constitute a waiver or release by County of any claims, rights or remedies County may have against Artist under this Agreement or by law, nor shall such payment constitute a waiver by the County of any failure or fault of Artist to satisfactorily perform the services as required under this Agreement.

d. In the event that County determines that work for which it has been invoiced does not meet the terms of this Agreement, County may withhold payment to Artist. In the event County withholds any payment, County shall provide detailed written notice to Artist, via certified mail, return receipt requested, specifying the failure of performance for which County intends to withhold payment. Within fifteen (15) days of Artist's receipt of County's notice, Artist shall cure County's objection or if County's objections are not capable of cure within fifteen (15) days, Artist shall commence to cure County's objections and then promptly proceed to complete the cure. If Artist disputes County's determination that the Agreement's specifications have not been met, within fifteen (15) days of Artist's receipt of County's notice, Artist shall notify County in writing, via certified mail, return receipt requested. In such event, County shall make reasonable efforts to resolve the dispute; however, the final determination as to whether Artist has complied with the terms of this Agreement will remain with County.

II. ARTWORK COMPLETION

15. Commitment by County. County agrees that unless Artist requests to the contrary in writing, all references to the Artwork and all representations (as set forth in section 28 below) of the Artwork will credit the Artwork to Artist.

16. Artwork Plaque. County may at its option fabricate and install an identification plaque for the completed Artwork, which will be a two-dimensional sign that will include the following information: Artist's name, year in which Artwork is completed, Artwork title, funding agency and commissioning agency. No other information will be included on the Artwork Plaque unless the ACAC Office authorizes any modifications or additions. The Artwork Plaque if one is used will be installed at a location in proximity to the Artwork which shall be determined by County at its sole discretion.

17. Artist's Commitment. Artist agrees that all formal references to the Artwork shall include the following credit: "From the Collection of the County of Alameda commissioned by the Alameda County Arts Commission," or other language agreed to by the County.

18. Artist Availability.

a. After the Notice of Acceptance of Artwork, the Artist shall be available to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to dedication of the Artwork.

b. During such public presentations by the Artist, the Artist shall acknowledge the County's role in funding the Artwork.

c. The County shall be solely responsible for coordinating public information materials and activities related to public presentations.

d. This paragraph shall survive termination of the Agreement.

19. County Art Collection. Upon issuance of the Final Notice of Completion of Services, the County shall accession the Artwork into the County Art Collection.

20. Repairs and Restoration. County shall have the right to determine when and if repairs and restorations to the Artwork will be made. It is the policy of County to consult with Artist regarding repairs and restoration which are undertaken during Artist's lifetime when that is practical. In the event that County makes repairs or restoration not approved by Artist, Artist shall have the right, at Artist's sole option and only remedy, to have Artist's association with Artwork severed.

21. Standards of Repair and Restoration. Although the County strives to maintain the County Art Collection in good repair and condition, County is not required by this Agreement to maintain the Artwork to any particular standard. County may allow the Artwork to deteriorate in accordance with the Artwork's life span, if deemed appropriate by County or if County lacks sufficient funds for required maintenance and/or conservation. If the Artwork suffers deterioration, County shall have sole discretion to determine whether to (a) remove the Artwork from display, (b) replace any portion of the Artwork, (c) translate any component into new media, (d) maintain the Artwork on display despite its deteriorated condition or (e) take any other action or combination of actions regarding the Artwork.

22. Life Span. The anticipated life span of the Artwork is set forth in the Exhibits. After that time, the County in its sole discretion may re-evaluate the Artwork to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Artwork. If no life span is specified in the Exhibits or pursuant to a subsequent Agreement modification, the anticipated life span of the Artwork shall be twenty-five (25) years. If prior to that time County determines that, through decay, vandalism or other forces, the Artwork has lost its integrity to the point where it should be destroyed, the County shall first make efforts to offer the Artwork to Artist provided Artist pays for all costs and expenses, including but not limited to costs, associated with dismantling, removal, storage or transportation of the Artwork.

23. County Right to Transfer Artwork. County shall have the right to donate or sell the Artwork at any time. Before exercising this right, County may at its sole option provide written notice to Artist, at Artist's last known address, providing the Artist the option to purchase the Artwork for the greater of (i) the Total Price or (ii) the amount of any offer which County has received for the purchase of the Artwork. In addition to that greater amount, Artist must agree to pay all costs associated with the dismantling, removal and transportation of the Artwork from the Site. That notice shall provide the Artist with thirty (30) calendar days from the date of the notice to provide to the County the Artist's written, unconditional acceptance of that option.

III WARRANTIES, COPYRIGHT AND INDEMNIFICATION

24. Warranties of Title. Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic efforts of the Artist.
- b. Artist has not previously sold, assigned, licensed, granted, encumbered, or utilized the Artwork, the Artwork's design or any element thereof, in any manner that may affect or impair the rights granted pursuant to this Agreement.
- c. All work created or performed by Artist under this Agreement, whether created by Artist alone or in collaboration with others, is wholly original with Artist and will not infringe upon or violate the rights of any third party.
- d. Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
- e. The Artwork is and will remain free and clear of any liens.
- f. The Artwork will be and will remain a unique edition unless otherwise agreed to in writing by the County.

25. Warranties of Quality and Condition.

- a. Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for three years after the date of issuance of the Final Notice of Completion of Services.
- b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety. Artist further warrants that the Artwork shall not constitute any threat to the safety of persons or property when used in the manner for which it is designed.
- c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require in excess of those procedures described in the Maintenance Plan submitted by the Artist.
- d. If during the Life Span of the Artwork, the County observes any breach of any Artist warranty that is curable by the Artist, the Artist shall, at the request of the County, cure the breach promptly and consistent with professional conservation standards, at no expense to the County, and to the County's satisfaction.

e. If after the Life Span of the Artwork the County observes any breach of any Artist warranty described in this Agreement that is curable by the Artist, the County shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist and County be unable to reach agreement on a reasonable fee or if the Artist is unavailable or unwilling to cure, the County may seek the services of a qualified restorative conservator and maintenance expert.

f. If within three years the County observes a breach of any Artist warranty described in this Agreement that is not curable or cured by the Artist, the Artist is responsible for reimbursing the County for damages, expenses, losses, costs or fees incurred by the County as a result of the breach.

g. Artist represents and warrants that general routine cleaning and repair, within the context of foreseeable exposure to the elements and general wear and tear, will maintain the Artwork in an acceptable standard of public display during its Life Span. The Artwork will not experience irreparable conditions, including but not limited to mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

h. Artist represents and warrants foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display during its Life Span.

i. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the County.

26. Copyright General.

a. Except as provided in this Agreement, Artist shall retain all copyrights in the Artwork under the Copyright Act of 1976, 17 U.S.C. Sections 101 et seq. as the sole author of the Artwork for the duration of the copyright.

b. Artist may, at Artist's option, place a copyright notice on the Artwork in the form and manner required to protect copyrights in the Artwork under United States copyright law. If the copyright is registered with the U.S. Copyright Office, Artist shall provide County with a copy of the application for registration, the registration number and the effective date of registration.

27. Title and Ownership. Title and ownership to the Artwork shall be exclusively with the County upon the ACAC Office issuing its Notice of Acceptance of Artwork. The County shall have the exclusive right to use and display the Artwork at the Site or any other location selected by County. County shall be entitled not to display and may discard the Artwork as it deems necessary or appropriate.

28. Representations.

a. Artist authorizes County to make, and to authorize the making of, photographs and other two-dimensional representations of the Artwork for educational, public relations, promotional and other noncommercial purposes.

b. For the purposes of this Agreement, the following are deemed to be representations for noncommercial purposes: representation in exhibition catalogues, books, slides, digital photographs, postcards, notecards, correspondence, posters, calendars, websites, email, announcements, reports, and social media; placement in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, architectural, historical or critical nature; video not intended for commercial distribution; television from stations operated for educational purposes or on programs for educational purposes from all stations.

c. If applicable, on any and all such representations, County shall place a copyright notice, naming the same person or persons listed as the copyright owners on the copyright registration with the U.S. Copyright Office, in the form and manner required to protect the copyrights in the Artwork under the United States copyright law, provided that Artist has registered a copyright in the Artwork with the U.S. Copyright Office.

29. Indemnification by Artist.

a. To the fullest extent permitted by law, Artist agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees, from and against all liability, claims, lawsuits, actions, expenses, costs and damages, including reasonable attorney fees incurred in the defense thereof (collectively, "Liabilities") arising out of or related to the acts or omissions of Artist or his/her contractors, subcontractors, employees or agents in the performance of this Agreement. The only exception to the obligations imposed by this provision are for those Liabilities that are caused solely by the negligence or willful misconduct of County, its officers, agents and employees.

b. To the fullest extent permitted by law, Artist also agrees to protect, defend, indemnify and hold harmless the County, its officers, agents and employees from all liability, claims, lawsuits, actions, expenses, costs and damages, including reasonable attorney fees incurred in the defense thereof, related to any assertion or allegation that work

performed under this Agreement by Artist, or Artist's contractors, subcontractors, employees or agents constitutes an infringement of any patent, copyright, trademark, trade name or other proprietary right of any party.

30. Survival. This entire section, III. Warranties, Copyright and Indemnification, containing the representations, warranties and indemnity provisions shall survive the termination or completion of this Agreement.

IV. REMOVAL, ALTERATION OR RELOCATION

31. Location of Artwork. The County, having expended considerable public funds to commission the Artwork, intends to display the Artwork at the Site as originally created by Artist and to maintain the Artwork in good condition. The County, however, shall preserve complete flexibility to operate and manage County property in the public's interest. Public artworks commissioned by the County are sometimes integrated into their site, such that they become an integral, permanent and site-specific part of the building's architecture or landscaped environment and removal of the Artwork would result in significant changes to the Artwork and the building's architecture. Therefore, County retains the absolute right to alter the Artwork in County's sole judgment, which may include removal or destruction of the Artwork. For example, County may alter the Artwork to eliminate hazard, to comply with the ADA, to otherwise aid County in the management of its property and affairs for any other reason. If, during or after the term of this Agreement, County finds the Site to be inappropriate, or another location to be preferable, County has the right to install the Artwork at an alternate location that County chooses in its sole discretion. If the Artwork is free-standing such that it can be removed without significant damage to the Artwork or the Site the County shall take reasonable precautions to minimize alteration of the Artwork during removal.

32. Alteration or Relocation. With respect to the Artwork produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist waives any and all claims and rights against County, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same or similar nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without alteration of the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for alteration of the Artwork.

33. Notice to Artist of Alterations. If County intends to take any action with respect to the Site or the Artwork that would alter the Artwork, other than routine cleaning and maintenance, the following procedures shall apply:

a. Notice. Where time permits, County shall make reasonable good faith efforts to notify Artist at least 20 calendar days prior to authorizing any alteration of the Artwork, at the last phone number or address provided by Artist to the County. Where time does not permit prior to alteration of the Artwork – for example, in cases of public hazard, accident or unauthorized alteration – County shall make a reasonable effort to notify Artist after such alteration.

b. Consultation. After receiving such notice, Artist shall consult with ACAC Office to determine whether the Artwork can be restored or relocated and attempt to come to a mutually agreeable plan for disposition of the Artwork. If County intends to remove the Artwork, Artist shall consult regarding methods to minimize or repair any alteration to the Artwork caused by such removal and the potential costs of such removal. Such consultation shall be without charge by Artist unless otherwise specifically agreed in writing by the Artist and the ACAC Office.

34. Restoration. If the Artwork is altered, with or without prior notice to Artist, and County intends to maintain the Artwork on display, County shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate, through a written agreement, Artist for Artist's time and efforts. However, County has no obligation under this Agreement to restore the Artwork to its original condition, to compensate Artist for any restoration work, or to maintain the Artwork on display. If Artist fails or refuses to negotiate with County in good faith with respect to any restoration, County may contract with any other qualified art conservator or artist for such restoration.

35. Removal by Artist. Where practical and where time permits, if County intends to take action that will destroy or significantly alter the Artwork, such as destruction of all or part of the Site and County determines that it will not remove the Artwork itself, County may allow the Artist an opportunity to remove the Artwork, at Artist's sole expense. Artist

shall have 10 business days from the date of notice to advise the County in writing of his/her election to remove the Artwork. If Artist elects to remove the Artwork, Artist shall have up to, but no more than, 30 days after receipt of the County's notice to complete the removal of the Artwork without any damage to the Site. If Artist elects to remove the Artwork under this provision, title to the Artwork shall revert to Artist upon commencement of removal work by Artist or Artist's agents. If Artist fails to make an election in a timely manner or fails to complete timely removal the Artwork, the County may alter or remove the Artwork in any manner, including destroying it, in County's sole discretion.

36. Remedies. If County breaches any of its obligations under this Section, Artist's sole remedies shall be limited to the following:

a. If County inadvertently fails to provide a required prior notice of alteration, County will provide notice as soon as it discovers the omission, and before alteration of the Artwork if that remains possible.

b. If County alters the Artwork without providing Artist notice prior to alteration in accordance with the Notice to Artist of Alterations section above, Artist shall be given the first right of refusal to restore the Artwork at the same location, if County will be returning the Artwork to the Site, and County shall make reasonable efforts to provide funding for the restoration. If County funds cannot be made available after reasonable efforts are made to secure such funding, Artist may, but is not obligated to, restore the Artwork at Artist's sole expense. If Artist elects not to restore the Artwork, County may retain another artist or conservator to restore it, or may alter the Artwork in any manner, at County's sole discretion.

c. If County Alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with California Civil Code §987(d) and 17 U.S.C. §106A(a)(2).

37. Third Parties. Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of County, Artist retains Artist's moral rights in the Artwork, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 and 989), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim for alteration of the Artwork against a third party who is not an officer, employee, agent, successor or assign of County or working at the direction of the County. County has no obligation to pursue claims against third parties to remedy or prevent alteration of the Artwork. However, as owner of the Artwork, County may pursue claims against third parties for damages or to restore the Artwork if the Artwork has been altered without County's authorization.

38. Survival. This entire section IV. Removal, Alteration Or Relocation shall survive the termination or completion of this Agreement.

V. GENERAL PROVISIONS

39. Insurance: Artist shall at all times during the term of the Agreement maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Artist's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Artist's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Artist's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self insurance shall be called upon to protect it as a named insured. Any subcontracts entered into by Artist shall require the subcontractor to comply with the insurance requirements of this Agreement.

40. Risk of Loss. Until the Artwork is formally and finally accepted by County upon issuance of the written Notice of Acceptance of Artwork, any damage to, theft or vandalism to, or acts of nature affecting the Artwork are the responsibility of Artist, including, but not limited to, any loss occurring during the fabrication, storage, transportation, or delivery or installation of the Artwork.

41. Artist as Independent Contractor. Artist's relationship with County is strictly and solely that of independent contractor. No relationship of employer and employee is created by this Agreement. Artist is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Artist nor for any obligations or liabilities incurred by Artist. Nothing contained in this Agreement shall be construed to place County and Artist in the relationship of partners. Artist acknowledges and agrees that Artist shall not represent or hold itself out as authorized agent of County with power to bind in any manner.

42. Personnel and Subcontractors.

a. Artist has, or will secure at Artist's expense, all assistance and workers required to perform and complete all Artwork. All persons retained (whether paid or volunteer) by Artist shall possess licenses and permits as necessary.

b. If any part of Artwork depends upon the work of any other person for proper execution or results, Artist shall, prior to proceeding with such work, promptly report in writing to County any discrepancies or defects in such other work which Artist is aware of, or which can be identified upon reasonable inspection, that would render it unsuitable for proper execution and results. Failure to so notify County shall constitute the Artist's acceptance of such work as suitable.

c. Pursuant to Section 1861 of the Labor Code, Artist represents that it/he/she is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Artist shall comply with that and all Labor Code provisions as applicable provisions before commencing the performance of the work of this Agreement.

43. Termination on Death. Except for payments due and payable to Artist pursuant to Exhibit B at the time of death, Artist's rights under this Agreement cease with Artist's death and do not extend to Artist's heirs, successors or assigns. Any copyright held by Artist as the sole author shall continue pursuant the Copyright Act of 1976, 17 U.S.C. § 101 et seq., the life of the author plus 70 years as of the Artwork.

44. Authorship and Destruction. To the extent permitted by law, the provisions of this Agreement prevail over laws regarding authorship and destruction of art, including without limitation, California Civil Code Section 987 and Title 17 U.S.C. Section 106A et seq.

45. Assignability.

a. The parties agree that the expertise and experience of Artist are material considerations for this Agreement. Except as may be specifically authorized under this Agreement, Artist shall not assign or transfer any interest in this Agreement nor the performance of any of Artist's obligations hereunder. Any attempt by Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by ACAC Office. However, nothing in this section shall be deemed to prevent Artist, at Artist's sole expense, from relying on or utilizing the services of such other consultant or contractor as Artist may require to complete the Artwork or other services provided for in this Agreement so long as the ACAC Office has provided prior written approval of such consultant or contractor.

b. County shall have the right to assign or transfer any and all of County's rights and obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the County.

46. Compliance With Law. Artist shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

47. Nondiscrimination. Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, marital status or national origin, in connection with or related to the performance of this Agreement.

48. Gifts. Artist agrees to abide by County's prohibition against the acceptance of any gift by a County officer or designated employee. Artist agrees not to offer any County officer or designated employee any gift. The offer or giving of any gift prohibited by the County shall constitute a material breach of this Agreement by Artist. In addition to any other remedies County may have in law or equity, County may terminate this Agreement for such breach.

49. Use of County Property. Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

50. Termination With or Without Cause. County has and reserves the right to suspend, terminate or abandon this Agreement with or without cause at any time upon giving written notice to the Artist. In the event that the County should abandon, terminate or suspend the Artist's work for any reason including lack or absence of funding, and absent breach by Artist or County not accepting any part of Artwork, the Artist shall be entitled to payment for services actually performed prior to the date of notice to the Artist that the County has or will suspend, terminate or abandon this Agreement.

51. Remedies.

a. The remedies under this Agreement are cumulative and are in addition to the rights available to the parties at law or in equity.

b. Without limiting the generality of subsection A, above, if Artist breaches this Agreement, County has the right to terminate this Agreement and, at its option, proceed with the fabrication and installation of the Artwork without utilizing the services of the Artist. If County exercises its option to proceed, then County, upon Artist's written request will refrain from referencing the Artwork as the work of Artist.

c. If County notices Artist of its intent to terminate this Agreement, Artist has the option to purchase back the work if each of the following conditions are met:

i. Within 5 days of receiving the notice from the County, Artist provides written notice to the ACAC Office that Artist intends to purchase back all rights to the Artwork.

ii. At the time of notice by the Artist, the Artwork, as determined by County, is not substantially completed.

iii. Artist returns all amounts paid by County under this Agreement within 5 days of the notice of termination, or such other reasonable time as agreed to by County. If the full amount is not timely repaid to County, it may exercise its option to proceed with any remedy it has under the Agreement and by law, however, upon Artist's written request will refrain from referencing the Artwork as a work created by Artist.

52. Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

53. Notices.

a. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (e.g. Federal Express/ United Parcel Service) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

b. Submittals, requests, notices and reports (collectively, "Notices") required under this Agreement shall be delivered personally or through the mail, postage prepaid, to the addresses stated below. Addresses for purpose of giving notice are as follows:

For Artist:

**Griffin One Design LLC
Principal: Sean Griffin
3246 Magnolia Street, Unit A
Oakland, CA 94608-4141
(619) 252-6836
griffinonedesign@gmail.com**

For County:

Alameda County Arts Commission
1106 Madison Street, Suite 336
Oakland, CA 94607
Phone: (510) 208-9646

c. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

d. Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

e. Artists agree for the duration of Artists' life, to provide ACAC Office with Artists' current mailing address, phone number and e-mail address in the event Artists' address, phone number or e-mail address, as specified above, should change.

54. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. In the event that a suit shall be brought related to this Agreement, venue shall be Alameda County Superior Court or the United States District Court for the Northern District of California, Oakland, California.

55. Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

56. Advertising or Publicity. Artist shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance. Artist may identify and include the Artwork, including identifying the County as owner and the location of the Artwork, on Artist's resume or other listings of professional work.

57. Assurance of Performance. If at any time ACAC Office believes Artist may not be adequately performing its obligations under this Agreement or that Artist may fail to complete the Artwork as required by this Agreement, ACAC Office may request from Artist prompt written assurances of performance and a written plan acceptable to ACAC Office, to correct the observed deficiencies in Artist's performance. Artist shall provide such written assurances and written plan within ten (10) calendar days of its receipt of ACAC Office's request and shall thereafter diligently commence and fully perform such written plan. Artist acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

58. Amendments for Artwork. This Agreement may be amended by the parties for adjustments or modifications are needed to the artwork design and scope, including modification of the Scope of Work, Exhibit B, and any related items. The Commission Director may approve and execute amendments for the purpose of adjustments or modifications to the artwork design and scope.

59. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Artist relating to the subject matter of this Agreement. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

60. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

61. Artist Collaboration. Each person or entity who or that is collectively referred to herein as "Artist" has agreed to collaboratively work with, partner or otherwise associate with each other person or entity who is collectively identified as "Artist." As such, and notwithstanding any agreement between those persons or entities to the contrary, each such person and entity who signs this Agreement agrees to be jointly, severally and individually responsible to the County to perform

the duties and obligations provided for in this Agreement and for the acts or omissions of each of those other persons or entities.”

62. Force Majeure. Neither party shall be deemed to be in default in the performance of the terms of this Agreement if a party is prevented from performing by causes beyond its control, including without being limited to: acts of God, including earthquakes; interference, laws, regulations, rulings or decisions by a governmental agency, or a board or commission; delays in construction or completion of the Construction Project; or catastrophe resulting from flood, fire, explosion. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

63. Execution, Counterparts. Digital signatures through an electronic software that creates an electronic signature that is verifiable, unique and can be authenticated, such as those done through DocuSign and similar software, shall be considered as original signatures. This Agreement may be executed and signatures exchanged by wet signatures on a printed document, digital signatures or a combination and in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall be considered one document.

COUNTY of ALAMEDA

David G. Hubert

PRESIDENT
BOARD OF SUPERVISORS

ARTIST

DocuSigned by:

Sean Griffin

FD04B8E9412A44D...

Sean Griffin / Griffin One Design LLC

APPROVED AS TO FORM:

Signed by:

Kathleen Flynn

1CB22040FD8D43D...

COUNTY COUNSEL

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A-1
ARTIST'S PROPOSAL WITH PRELIMINARY DESIGN

1. "Proposal" shall mean the proposed preliminary design including visual, aesthetic, and artistic intent of the Artwork incorporated in the Contract Documents attached hereto.

Proposal is attached.

Public Art Proposal for Mission Blvd

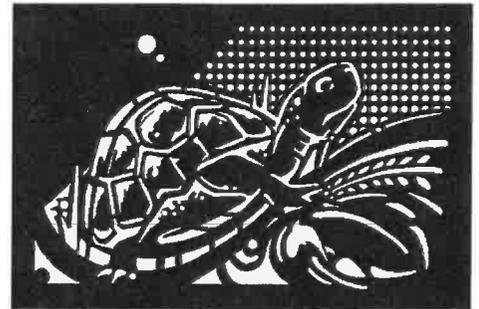
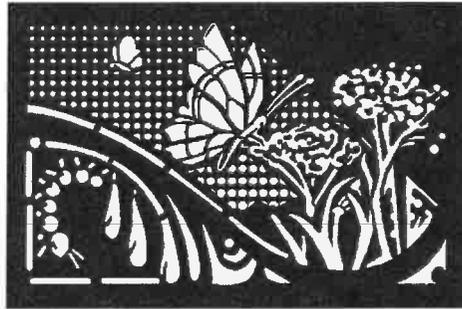
Artist: **Sean Griffin**

Project Title: ***Biodiversity & Belonging***

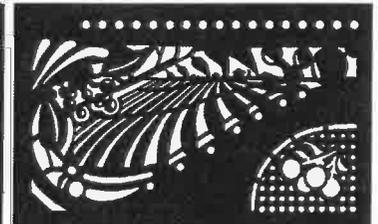
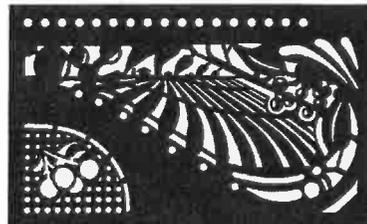
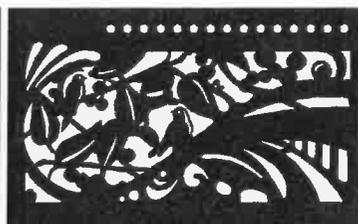
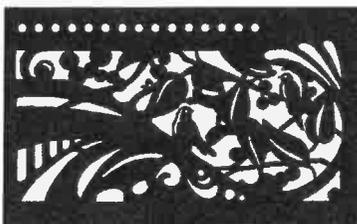
Biodiversity & Belonging is a visual celebration of Cherryland's cultural diversity, natural beauty, and deep historical roots. Inspired by community conversations and local research, my artwork draws on the area's agricultural past and present, as well as the rich web of human and ecological life that thrives here today. Each panel features layered scenes (with foreground, middle-ground, and background elements) to create depth, visual rhythm, and movement. A halftone dot pattern enhances this dimensional effect, making the artwork vibrant and legible from a distance, while rich with detail up close. This approach provides a more seamless three-dimensional visual story and feel than flat two-dimensional designs.

The imagery includes symbols of resilience and transformation, such as a monarch butterfly landing on the native milkweed plant - marking the beginning of its metamorphosis. This approach reflects a broader message that this shared ecosystem and community are interconnected, resilient, and evolving together. My goal is to create site-specific art that feels rooted in place - as if it has always belonged - out of a deep respect for the people, land, and history of Cherryland. Thank you for the opportunity to share this vision. I look forward to the opportunity to contribute something meaningful to your community.

Proposal Designs for Cut Metal Panels in the Street Medians



Proposal Designs for Cut Metal Panels for Pedestrian Barriers



Proposal Design for Cut Metal Bench



Public Art Proposal for Mission Blvd

Artist: **Sean Griffin**

Project Title: ***Biodiversity & Belonging***

Through *Biodiversity and Belonging*, I aim to visually represent the identity and story of Cherryland, showcasing the community's rich cultural diversity, natural beauty, and deep historical roots. Drawing on local agricultural history and the present day, as well as the extraordinary range of people and species that call this place home, my designs celebrate the symbiotic relationships between humans, plants, animals, and the land itself.

Inspired by conversations with community members and in-depth research, my designs honor the past while looking toward a vibrant and inclusive future, where natural ecology and human diversity are seen as interconnected and essential.

Metal Art Panels (Street Medians and Pedestrian Barriers): Each cut-metal design tells a layered story, with foreground, middle ground, and background elements that create depth and visual movement. These layered scenes are enhanced by halftone dot patterns, giving the artwork a sense of atmospheric rhythm that is visible from afar for drivers and bikers, yet richly detailed for pedestrians. Themes center around ecological relationships and local biodiversity. For instance:

- A monarch butterfly lands delicately on native milkweed, marking the beginning of its metamorphic cycle—a symbol of transformation and resilience.
- The Western Pond Turtle, native to this area and found near the former golf course, quietly contributes to the ecological health of the water - a natural steward in our shared ecosystem.

These moments evoke the natural harmony and quiet labor of local species, encouraging viewers to appreciate what often goes unseen.

Pedestrian Panels: These designs emphasize place-based storytelling through the use of landscape and agricultural motifs. One panel features cherry orchards fading into the horizon, paired with a close-up of ripe cherries, a nod to the area's namesake and farming history. Another design focuses on interwoven fruit tree branches and native birds, symbolizing interdependence, rootedness, and growth.

Bench Art: The Calming Creek symbolizes one of the region's key historical natural resources, essential to this ecosystem.

Additional imagery based on the overall theme will be featured on utility box art wraps and streetlight art banners.

Artist Background: I grew up in Sedona, Arizona, and deeply value the pride and connection that come with strong community roots. It's refreshing to see that small-town spirit alive here in the Bay Area. I'm continually inspired by nature and the balance found in natural ecosystems, and I strive to reflect that harmony in my work. I'm passionate about creating public art that uplifts shared spaces and resonates with the people who live there. Over the past 30 years, I've created murals nationally, with the last 12 being in the Bay Area. My years of hands-on experience in digital design, fabrication, screen printing, and large-format production allow me to work across multiple mediums with precision and quality. For me, site-specific art should feel like it's always been there. This sense of belonging is a reflection of the community itself and it's an honor to contribute to that story. Thank you for the opportunity to share this vision. I look forward to the potential opportunity to collaborate with you on this meaningful project.

EXHIBIT A-2
SERVICES TO BE PROVIDED BY ARTIST
DESIGN DEVELOPMENT

Design of Artwork for the Mission Boulevard Corridor Improvement Project located along Mission Boulevard between the Interstate 238 and Rose Street in the unincorporated communities of Ashland and Cherryland, California.

The anticipated life span of the Artwork is twenty-five (25) years from the date of Final Notice of Completion of Services issued by the County.

1. Scope of Work.

- a. The scope of work includes this Exhibit and the following:
 - i. Utility Box Art Program Reproductions and Licensing (Exhibit A-3)

2. Artwork Design.

- a. Artist shall create the following:

Description
<p>Phase 1 Artwork (For Cut Metal: Art Panels, Pedestrian Barriers, and Benches): Artist shall create Artwork that will be laser cut in metal and integrated into permanent street elements along Mission Boulevard in Ashland and Cherryland. The Artist will create the Artwork as digital illustrations and supply the Artwork as vectorized digital files.</p> <p>The Artwork will consist of the digital files for the following:</p> <ul style="list-style-type: none">1) Art Panels: Fifteen (15) unique designs that will be laser cut into aluminum panels. The fifteen designs will each be repeated approximately 2 times for a total of 29 cut metal art panels. The cut metal art panels will be installed in the landscaped street medians. The cut metal art panels will be finished in a high-performance coating in a solid color. The colors will be determined by the ACAC Office in consultation with the Artist. A limited number of colors may be selected (approximately 4-5). Exact dimensions will be provided to Artist prior to start of the design process.<ul style="list-style-type: none">- Twelve (12) designs will be for panels that measure approximately 48" H x 72" W.- Three (3) designs will be for panels that measure approximately 48" H x 42" W.2) Pedestrian Barriers: Three (3) unique designs for laser cut steel infill panels for pedestrian safety barriers. Each length of pedestrian barrier will have multiple infill panels and the designs will be repeated creating a repetitious pattern. Each panel will be approximately 36" H x 57.5" W. There is a total of approximately 760 linear feet of pedestrian barrier throughout the site in sections ranging from 5 to 150 linear feet. The laser cut steel infill panels will be powdercoated a solid color. The color will be determined by the ACAC Office in consultation with the Artist. Exact dimensions will be provided to Artist prior to start of the design process.3) Benches: Five (5) unique designs for the backs of benches and five (5) unique designs for the side panels of benches. The designs will be laser cut in steel panels. The benches are 6' long and have an intermediate arm rest. The designs will be repeated on approximately fifty-two (52) benches. The panels and benches will be powdercoated a solid color. The colors will be determined by the ACAC Office in consultation with the Artist. A limited number of colors may be selected (approximately 5). Exact dimensions will be provided to Artist prior to start of the design process. <p>The Artwork will be related in style and imagery to provide visual cohesiveness throughout the project site. A limited number of designs or portions of the designs may be repeated or used at a different scale so long as the overall impression is that each design is unique. The overarching concept for the Artwork is outlined in the Artist's Proposal, Exhibit A-1.</p>

The Artist will supply the Artwork as vectorized digital files for use by the metal fabricator. The Artist will also supply the Artwork as PDFs and jpgs for viewing and use by the ACAC Office. The final Artwork will be the digital files and will be owned by the County. The Artwork under this Agreement will be and will remain a unique edition.

The design parameters and technical information for the successful translation to cut metal will be supplied to the Artist by the ACAC Office.

The ACAC Office will hire, or arrange for the hiring of, a digital design specialist to review the Artwork and digital files prior to the delivery to the fabricator and make minor modifications. Artist will work cooperatively with the ACAC Office and the individual contracted to do this review.

The County will hire, or arrange for the hiring, of a metal fabricator(s) and installer(s). All costs associated with the fabrication, transportation, installation, and maintenance will be the responsibility of the County. Artist will work cooperatively with the ACAC Office and the individuals contracted to do the fabrication and installation of the Artwork.

County may arrange for production samples to be created for some or all of the Artwork, which, if done, may or may not be to scale. Artist, in consultation with the ACAC Office, will review production samples for quality and design intent. Artist will modify the Artwork to achieve the desired design intent as requested by ACAC Office; multiple reviews and revisions may be required. The cost of the production samples will be the responsibility of the County and all other costs related to the Artist's design review and modification are the responsibility of the Artist.

Artist shall be available to consult during the fabrication and installation however Artist's availability will not impede the schedule. If Artist is unavailable during the fabrication and installation, the ACAC Office may consult with Artist prior to fabrication and installation to address any considerations that need to be made. County may also move forward on the fabrication and installation without consultation with Artist.

Phase 2 Artwork (For Utility Boxes and Banners): The Artist shall create a series of Artwork that will be reproduced and placed on Utility Boxes ("**Utility Box Art**") and banners ("**Banner Art**"). County, in its sole discretion, may determine that it will also have the Artwork reproduced on other community street enhancements or other public art display ("**Additional Artwork Reproduction**"). Artist will supply the Artwork to the ACAC Office as high-resolution digital files. Artist shall be paid the amount as set forth in Exhibit B for each piece of Artwork regardless of the number or reproductions created.

The Artist will create up to sixteen (16) unique design, as determined by the ACAC Office, for County-owned traffic signal utility boxes and banners or other community street enhancements and public art displays. The Phase 2 Artwork will be related in style and imagery to the Phase 1 Artwork to provide visual cohesiveness throughout the project site. A limited number of designs or portions of the designs from Phase 1 or Phase 2 may be repeated or used at a different scale so long as the overall impression is that each design is unique. The Phase 2 Artwork will be based on the Artist's Proposal, Exhibit A-1 and will be in created in full color.

The Artist will create the Artwork as digital illustrations or with other materials approved by the ACAC Office. Artist will supply the Artwork to the ACAC Office as high-resolution digital files. The Artist will also supply the Artwork as PDFs and jpgs for viewing and use by the ACAC Office. The final Artwork will be the digital files and will be owned by the County. The Artwork under this Agreement will be and will remain a unique edition.

The design parameters and technical information for the successful translation to vinyl or other medium will be supplied to the Artist by the ACAC Office. The ACAC Office will supply digital templates of the utility boxes and banners for use by the Artist to prepare the Artwork. The utility box template will include 4 sides and top.

The ACAC Office will hire, or arrange for the hiring of, a fabricator(s) and installer(s). All costs associated with the fabrication, transportation, installation and maintenance will be the responsibility of the County. Artist will work cooperatively with the ACAC Office and the individuals contracted to do the fabrication and installation of the Artwork.

b. The Artist submitted a Proposal with Preliminary Design for the Artwork, Exhibit A-1, pursuant to a competition organized for the procurement of an artwork suitable for the Site, Artist's Proposal was selected and approved by the Commission as a design concept/schematic.

3. Design Development.

a. Artist shall consider and incorporate the following comments from the County into the Artwork.

- | |
|--|
| <ol style="list-style-type: none">1. Artist is required to follow the design parameters and technical information supplied to the Artist by the ACAC Office. This information will be determined in consultation with the project team including the fabricators and installers.2. Comments will be collected from the Alameda County Public Art Advisory Committee in early December 2025 and will be shared with the Artist at the kick-off meeting.3. Artist will review with the ACAC Office full-scale mock-ups of the Artwork that were created pre-contract and discuss with the ACAC Office any design revisions based on this review.4. Artist will be required to meet with the ACAC Office to discuss additional ideas for imagery based on information collected through the community survey, community roundtable and other sources. If additional community engagement meetings are needed, they will be facilitated by the ACAC Office. The Artist's attendance at no more than two (2) meetings may be required. |
|--|

b. Artist shall consider and incorporate all written comments from County, if any, and participate in a Design Development process and create Design Development Materials which further develop and refine the proposal.

c. The ACAC Office shall be responsible for leading the Artist through the required Design Development process. If requested by the County Artist shall:

- i. Attend project meetings and make presentations to County staff, architects, Commissions, and other individuals and organizations, as needed or requested by County.
- ii. Meet with County staff in order to understand the programmatic uses of the Site and the facilities surrounding the Site, for the purposes of defining goals appropriate to the immediate general social and physical environment of the Artwork, and developing and refining imagery in the Artwork.
- iii. Attend community outreach meetings and individual meetings with local experts or other interested parties as designated by County.

4. Creation of Design Development Materials.

a. Design Development Materials shall incorporate further development and refinement of the Proposal such as, but not limited to form, scale, color, and proposed materials (samples to be provided where appropriate) and revisions to the overall proposal design.

b. Design Development Materials shall be presentation quality materials. Design Development Materials may include but shall not be limited to: colored drawings or computer-generated color images (in plan and elevation), 3-dimensional models that accurately reflect the Art Project and how it will be installed at the Site; mock-ups, final color and materials samples, proposed fabrication methods, feasibility studies and final cost estimates at design completion.

c. When used in reference to the Art Project, Design Development Materials shall describe the placement, size, and character of the Artwork with respect to its relationship to the site, including architectural, structural, mechanical and electrical systems, materials and other elements as may be appropriate.

d. Artist's Design Development Materials shall include the following:

- | Item |
|--|
| <ol style="list-style-type: none">1. List/written description of Artwork concepts.2. Preparation of digital files for review by ACAC Office, Public Art Advisory Committee, Members of the Arts Commission, community groups, and others as needed.3. Artwork revisions based on feedback by ACAC Office, Public Art Advisory Committee, and others as needed. Regular reviews and checks-ins with are part of the schedule of deliverables to ensure the Artwork addresses the feedback of the ACAC Office and Public Art Advisory Committee as well as the technical parameters. Artwork |

design revisions will be limited to two major revisions per design element. Additional minor revisions may be required.

4. Preparation of digital files for material samples and scale tests, multiple revisions and reviews may be required to achieve desired design intent.
5. Preparation of color proposal for Phase 1 Artwork. Final selection will be completed in coordination with ACAC Office.
6. Placement plan for Artwork will be completed in coordination with ACAC Office.
7. Preparation of digital files for production.

5. Review and Approval of Design Development Materials.

a. The Design Development Materials shall be submitted to the ACAC Office for review and submittal to the Commission or other reviewing body as determined appropriate by the ACAC Office. The ACAC Office may require Artist to make modifications prior to submitting to the reviewing body.

b. ACAC Office shall coordinate meetings, if any, for consideration of Design Development Materials prior to approval. Artist shall be available to present the Artwork Design Proposal at one or more meetings prior to approval.

c. The ACAC Office and the reviewing body may recommend approval, approval with minor changes or disapproval. In the event that the reviewing body recommends disapproval of the Design Development Materials, or approval with minor changes, ACAC Office shall submit to the Artist in writing the reasons for such disapproval or minor changes. Artist shall respond to the recommended changes in writing and submit revised Design Development Materials to the ACAC Office for review.

d. Artist recognizes that the Commission may require that the Design Development Materials be revised, and agrees to make all such revisions.

e. If the Commission does not accept the revised design, the Artist agrees to submit one alternate design at no additional cost.

f. Once the Artist’s Design Development Materials are approved by the Commission, Artist shall not make further revisions unless approved in writing by the ACAC Office.

6. Additional Requirements

a. In the event that County, in its sole discretion, determines that the some or all of the Artwork is suitable for limited edition prints the parties shall have the rights and obligations as set forth in Exhibit A-3, Reproductions and Licensing.

b. Leadership in Energy and Environmental Design (LEED) Program Requirements. If Artwork will be part of a sustainable building project, Artists' materials will be subject to review to ensure that, if at all possible, they are within the standards set forth by the project partners for the sustainable building project.

7. Schedule of Activities and Deliverables.

a. Schedule * meetings, presentations, review, and feedback will be done in person, by telephone, or virtually such as by Zoom, at ACAC Office’s discretion.

Activity or Deliverable – Phase 1 (Cut Metal: Art Panels, Pedestrian Barriers and Benches)	Due Date
Kick-off meeting: Artist meets with ACAC Office to review project details. - Artist submits list of Artwork concepts for Art Panels, Pedestrian Barriers, and Benches. ACAC Office provides feedback to Artist regarding list of concepts.	Thursday, December 11, 2025, 11am at ACAC Office

<ul style="list-style-type: none"> - Review comments about Artist's Proposal, if any, from the Alameda County Public Art Advisory Committee. - Review the full-scale mock-ups of the Artwork that were created pre-contract. 	
<p>Artist meets with ACAC Office:</p> <ul style="list-style-type: none"> - To finalize list of Artwork concepts for Art Panels, Pedestrian Barriers, and Benches. - To provide technical information and design parameters including dimensions. - Meet with digital design specialist and confirm digital file set-up requirements. <p>Artist provides evidence of auto insurance.</p>	December 17, 2025, 1pm at ACAC Office
<p>Artist submits concept layouts for 15 Art Panels to the ACAC Office. The concept layouts will be rough sketches showing the placement of the different design elements. A design review will be conducted by the Public Art Advisory Committee and feedback will be given to the Artist on January 23, 2025.</p>	Monday, January 19, 2026
<p>Artist submits designs for 7 Art Panels to the ACAC Office.</p>	Monday, February 9, 2026
<p>Artist submits designs for the remaining 8 Art Panels to the ACAC Office. A design review of all 15 Art Panels will be conducted by the Public Art Advisory Committee and feedback will be given to the Artist on February 27, 2025.</p>	Monday, February 23, 2026
<p>Artist submits design revisions for 15 Art Panels to the ACAC Office for review and approval by the Public Art Advisory Committee. Feedback will be given to the Artist on March 27, 2025.</p>	Monday, March 23, 2026
<p>ACAC Office provides update on Artwork designs to community groups. (Eden MAC: Second Tues of the month, Artist is not expected to attend.)</p>	March – May, 2026
<p>Artist submits concept layouts for 5 Benches and 3 Pedestrian Barriers to the ACAC Office. The concept layouts will be rough sketches showing the placement of the different design elements. A design review will be conducted by the Public Art Advisory Committee and feedback will be given to the Artist on April 24, 2025.</p>	Monday, April 20, 2026
<p>Artist submits design revisions for 5 Benches and 3 Pedestrian Barriers to the ACAC Office for review by the Public Art Advisory Committee.</p>	Monday, May 25, 2026
<p>Final design review of Phase 1 Artwork by Public Art Advisory Committee. Upon approval, Artist may proceed with work preparing vector files. Interim reviews as needed by ACAC Office.</p>	Thursday, May 28, 2026
<p>ACAC Office presents final Phase 1 Artwork designs to the Members of the Alameda County Arts Commission for approval.</p>	Wednesday, June 10, 2026
<p>Artist delivers Artwork final designs as vector files to ACAC Office.</p>	Tuesday, June 30, 2026
<p>ACAC Office works with digital design specialist to review the vector files prior to fabrication. Artist and ACAC Office review any changes made by digital design specialist to vector files prior to delivery to fabricator.</p>	July 2026
<p>Artist and ACAC Office work collaboratively to:</p> <ul style="list-style-type: none"> - Review color selection and samples. - Develop and finalize placement plan. 	TBD

Artwork Fabrication (by others).	TBD
Artwork Installation (by others).	TBD
Budget (section 5), Maintenance Plan (section 6), Final Maintenance Plan (section 12)	Not applicable. Delivery of these items have been waived by the ACAC Office.

Activity or Deliverable – Phase 2 (Utility Boxes and Banners)	Due Date
ACAC Office provides Artist with information such as file format, design specifications and dimensions for Utility Boxes and Banners.	Prior to start of design work – TBD.
Artist submits list of concepts for Utility Boxes and Banners. ACAC Office will review and finalize list with Artist.	TBD
Artist submits concept layouts for Utility Boxes and Banners. The concept layouts will be rough sketches showing the placement of the different design elements. A design review will be conducted by the Public Art Advisory Committee and feedback will be given to the Artist.	TBD
Artist submits revised designs for Utility Boxes and Banner Artwork. Final design review of Phase 2 Artwork by Public Art Advisory Committee.	TBD
ACAC Office provides update on Phase 2 Artwork designs to community groups.	TBD
Final design review of Phase 2 Artwork by Members of the Alameda County Arts Commission.	TBD
Artist delivers digital files of Artwork for fabricator.	TBD
Artwork Fabrication (by others).	TBD
Artwork Installation (by others).	TBD
Artist submits Final Written Documentation.	TBD
Budget (section 5), Maintenance Plan (section 6), Final Maintenance Plan (section 12)	Not applicable. Delivery of these items have been waived by the ACAC Office.

b. TBD Dates. Dates to be determined (TBD), if any, shall be determined by County, which may consult with Artist, but County shall have the sole discretion and authority to determine the dates.

c. Modification of Schedule. The parties agree that the schedule of performance set forth above may, by mutual agreement, be modified in writing without the necessity of a formal amendment to this Agreement.

EXHIBIT A-3
UTILITY BOX ART PROGRAM
REPRODUCTIONS AND LICENSING

Design and Fabrication of Artwork for Utility Box Art Program.

Artist will create Artwork that will be reproduced and placed on Utility Boxes (“**Utility Box Art**”). This is a temporary public art project. The ACAC Office intends to have the Artwork reproduction on view on utility box(es) for approximately five (5) years but may, at its sole discretion, decide to reduce and/or extend the period of time the Artwork reproduction is on view. The anticipated life span of the Utility Box Art is five (5) years from the date of the project installation. If any Utility Box Art is damaged, weathered or otherwise reduced in quality, County, in its sole discretion, may choose to reproduce and replace the Utility Box Art (Replacement Artwork). The Replacement Artwork shall be done by County at no cost to Artist. Artist shall not receive any additional compensation for the Replacement Artwork.

County, in its sole discretion, may determine that it will also have the Artwork reproduced on street banners, community street enhancements or other public art display (“**Additional Artwork Reproduction**”). The Additional Artwork Reproduction is also a temporary public art project. The County, at its sole discretion, may not display the Additional Artwork Reproduction for the entire lifespan or may choose to intermittently display the Additional Artwork Reproduction. Artist shall be paid the amount as set forth in Exhibit B for each piece of Artwork used for Additional Artwork Reproduction, regardless of the number or reproductions created. The anticipated life span of the **Additional Artwork Reproduction** is three (3) years from the date of creation.

The County desires to license the right to create reproductions of the Artwork listed in Exhibit A-2) and Artist hereby grants County such a license.

1. Artwork.

DESCRIPTION
Artist shall create the Artwork as set forth in Exhibit A-2

DIGITAL REPRODUCTION
Artist is creating the Artwork digitally. The ACAC Office will supply the required file format, specifications, and scale of the Artwork needed for reproduction and Artist shall provide the Artwork to meet the specifications, format and scale.
The ACAC Office will hire, or arrange for the hiring of, a fabricator and installer of the Utility Box Art and any Additional Artwork Reproduction for community street enhancements.

2. Deliverables. See Exhibit A-2

3. Site. The reproduction of the Artwork will be placed at the following Site:

Utility Box Art: Will be placed on utility boxes in the unincorporated communities of Ashland and Cherryland or in other parts of the County through the Utility Box Art Program.
Banners: Will be placed on banners that will be displayed in streets in the unincorporated communities of Ashland and Cherryland or in other parts of the County.
Additional Artwork Reproduction: May be placed on community street enhancements such as street banners, or other public art displays in the unincorporated communities of Ashland and Cherryland or in other parts of the County as determined by ACAC Office.

4. Reproduction Plan. The County shall provide basic information on how the County intends to create the reproduction (the “Reproduction Plan”). County will include in the Reproduction Plan the number of Reproductions it intends to make, however, County has the right to create fewer or additional Reproductions. The County may request Artist’s comments on any revisions to the Reproduction Plan, however, the County has sole discretion to change any or all of the Reproduction Plan including how the Reproduction will be created.

Utility Art Box Art: The Artwork will be reproduced onto vinyl wraps that will cover utility boxes.

The utility boxes have four sides/panels and a top area. The typical box sizes are approximately 78 inches in height by 45 inches in width (front and back panels) and 78 inches in height by 27 ½ inches in width (side panels). The non-typical box sizes vary.

The reproduction of an Artwork image/design may appear on no more than two (2) utility boxes at any time. Design elements from the Artwork may be repeated on a single utility box.

Artist will be given the opportunity to review a mock-up of the proposed reproductions to fit the format of the utility box and provide comments prior to the reproducing the Artwork on vinyl. This may be done through a computer mock-up or other format.

Banners: Artwork will be reproduced on banners. Each Artwork image/design may appear on up to fifty (50) banners. Artist will be given the opportunity to review a mock-up of the proposed banner and provided an opportunity to make comments. This may be done through a computer mock-up or other format.

Additional Artwork Reproduction: If County exercises option for Additional Artwork Reproduction, Artwork may be reproduced on community street enhancements such as street banners or other public art display and a separate Reproduction Fee will be paid as set forth in Exhibit B.

The Additional Artwork Reproduction may appear on up to five (5) community street enhancements or other public art displays.

Artist will be given the opportunity to review a mock-up of the proposed reproduction and provided an opportunity to make comments. This may be done through a computer mock-up or other format.

Artist's availability during fabrication: Artist shall be available to consult during the fabrication however Artist's availability will not impede the schedule. If Artist is unavailable during the fabrication, the ACAC Office may consult with Artist prior to fabrication to address any considerations that need to be made. County may also move forward on the fabrication without consultation with Artist.

5. Reproduction Fee. The total amount to be paid to Artist for the reproduction will be **\$750** per each design for utility boxes or banners regardless of the number of boxes or banners that the design is used on or the number of times it is reproduced on a utility box or banner and, if the County exercises its option for Additional Artwork Reproduction, \$750 per each design that is used for community street enhancements such as street banners or other public art display regardless of the number of displays the design is used on or number of times it is reproduced. For example, if Artwork consists of two distinct watercolors (images) and the Reproduction Plan is for one of the watercolors to be used to create 10 street banners and the other used to create 50 street banners, Artist will be paid \$1500.

6. Reproduction Image. Reproductions will be made in a professional and tasteful manner at the sole and reasonable judgment of the ACAC Office.

7. Copyright. Subject to usage rights and licenses granted to County hereunder, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement.

8. License. Artist grants to County, and to County's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to create representations of the Utility Box Art and Additional Artwork Reproduction, in all media throughout the universe. This license specifically includes, but is not limited to, the following:

- a. Use and Display. County may use and display the Utility Box Art and Additional Artwork Reproduction representations.
- b. Replacement. County may fabricate a replacement reproduction(s), should the original reproduction(s) undergo damage beyond repair.
- c. Exclusion. The license granted hereunder does not include the right to create any 3-dimensional reproductions of the artwork or any 2-dimensional reproductions on items to be sold to the public ("Merchandise") such as tote-bags, T-

shirts, coffee mugs and similar Merchandise unless specifically identified in the Reproduction Plan that is included on the Agreement, or in a written Amendment to this Agreement signed by the Artist.

9. Artist Warranty: Artist warrants that Artist owns all rights to the Artwork and has the sole and complete authority to grant the use of the Artwork to the County.

10. No Right to Approval. The Artist agrees that Artist will not make any claims against the County, its officers, agents and employees arising out of use and reproductions. The Artist waives right to inspect or approve the final draft or finished version of the reproductions including any written material that may be created in connection therewith.

11. No Guarantee of Reproduction. Nothing in this Exhibit or the Agreement is a representation, promise or guarantee that any reproduction of the Artwork will be used part of a Reproduction Plan. Artist shall only be paid a Reproduction Fee if the Artwork is part of a Reproduction Plan and reproductions are actually created and used by County.

EXHIBIT B
COMPENSATION

1. **Fee.** Payment to Artist for Artwork, including all expenses relating thereto, **shall not exceed Sixty-Six Thousand and Seven Hundred Dollars (\$66,700.00), for all work. For Phase 1, the payment to Artist shall not exceed \$46,000.00. For Phase 2, the payment shall not exceed \$12,000.00.** This fee includes all costs and expenses and is the maximum total amount that may be paid. County will not make any additional payment for Artist's expenses. This amount is not a guarantee of the amount to be paid, as it includes optional work and, if identified in the Budget Summary Chart, a contingency amount.

2. **Budget Summary Chart.**

Phase	Description	Not to Exceed Amount
1	Phase 1 (Cut Metal: Art Panels, Pedestrian Barriers, and Benches) – Artwork	Up to \$46,000.00
2	Phase 2 (Utility Box Art and Banners) – Artwork Reproduction Fee (\$750 per Artwork for up to 16 designs)	Up to \$12,000.00
	Contingency, Refer to Exhibit B, Item 10. (15%)	Up to \$8,700.00

3. **Interim Payments.** County is not obligated to pay any part of Artist's fee or budget amount unless and until County issues a Final Notice of Completion of Services. County may make interim payments to Artist at certain milestones. Payment of any interim payment does not obligate County to make any other interim payment(s).

4. **Invoicing Schedule and Interim Payments.** Artists shall submit an invoice, in a format acceptable to County, at the milestones identified below. For each benchmark, the following amounts may, at County's discretion, be paid to Artist following the County's receipt, review and approval of an invoice from Artist indicating that the appropriate milestone as described below has been reached:

Phase 1 (Cut Metal: Art Panels, Pedestrian Barriers, and Benches) Benchmark	Amount
1. Execution of this Agreement	Up to \$9,200.00
2. Upon Approval of Concept Layouts for 15 Art Panels by the Public Art Advisory Committee	Up to \$4,600.00
3. Upon Approval of 15 Art Panels by the Public Art Advisory Committee	Up to \$9,200.00
4. Upon Approval of Final Artwork Design by the Public Art Advisory Committee (15 Art Panels, 5 Benches, 3 Pedestrian Barriers)	Up to \$9,200.00
5. Completion of Artwork Design and Delivery of Digital Files for Phase 1	Up to \$13,800.00

Phase 2 (Utility Boxes and Banners) Benchmark	Amount
1. Upon ACAC Office authorization to begin work on Artwork Designs. ACAC Office will determine the total number of designs.	40% of Artwork fee in budget summary chart based on total number of designs
2. Upon Delivery of High-Resolution and High-Quality Digital Files of Artwork and Approval of Final Written Documentation	60% of Artwork fee in budget summary chart based on total number of designs

Notwithstanding the foregoing, Artist expressly acknowledges that approval of an invoice to permit an interim payment is solely for the benefit of Artist. Unless and until the ACAC Office issues a Final Notice of Completion of Services, no payment and/or interim approval shall constitute acceptance or approval of the Artwork by County nor shall it be construed as a waiver of County's right to require that Artist and the Artwork conform strictly to the terms of this Agreement. Interim payments are at the sole discretion of the County and County retains the right to not make any payment until completion of the Artwork and full acceptance by County.

5. **Tax Identification Number.** No later than the date of Artist's execution of this Agreement, Artist shall provide County with Artist's Tax Identification Numbers and any proof of Artist's Tax Identification Numbers as requested by County.

6. **Sales Tax.** The County and the Artist acknowledge that they are aware of Revenue and Taxation Code section 6365, which, among other things, exempts from sales tax sales to counties of original works of art. The County and the Artist acknowledge that they believe that such exemption applies to the transaction described in this contract.

7. **Timing.** County will make reasonable efforts to make the payments described above to the Artist within thirty (30) days after receipt, review and approval by County of invoices.

8. **Payee.** Payments will be made to: **Griffin One Design LLC**

9. Intentionally omitted.

10. **Contingency Draw.** Included in the Budget is a contingency which shall be retained by the County and shall not be paid to the Artist except where unforeseeable and unavoidable circumstances cause an increase in the costs incurred by Artist in the design, fabrication and installation of the Artwork. County has the sole discretion for payment of any contingency amount. In the event Artist wishes to draw from the Contingency, Artist shall submit a written request ("Contingency Draw Request"), specifying the reason for the request and providing reasonable documentation describing the unavoidable circumstances causing the request and the total amount of the request. No contingency draw shall be paid without the written approval of ACAC Office. County shall have no obligation to approve a Contingency Draw or pay any costs. In the event that any of the amount budgeted for contingencies remains upon County's acceptance of the Artwork, will be retained by the County. In no event shall County be required to make payments in excess of the total budgeted amount.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self -insured retention may be satisfied by either the named insured or County. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 	

EXHIBIT D
COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION
(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

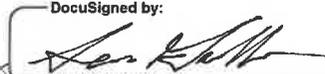
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR (COMPANY): GRIFFIN ONE DESIGN LLC (PRINCIPAL: SEAN GRIFFIN)

NAME/TITLE OF AUTHORIZED SIGNER: SEAN GRIFFIN

DocuSigned by:

SIGNATURE: _____ DATE: 12/1/2025

FINANCIAL RECOMMENDATION FORM

#140100-35 Rev 5/21/14

1 **AGENDA DATE:** 13-Jan-26

BOARD LETTER SUBJECT: ALLOCATE FUNDING FOR THE MISSION BOULEVARD CORRIDOR IMPROVEMENT PUBLIC ART PROJECT AND APPROVE AGREEMENT WITH GRIFFIN ONE DESIGN LLC FOR DESIGN SERVICES

BUDGET YEAR: 2026 **FUND:** 10000

2 The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

3 The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
120100	469990	00000		\$100,000
ORG TOTAL				\$100,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				

GRAND TOTAL ANTICIPATED REVENUE \$100,000

4 The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
120100	610000	00000		\$100,000
ORG TOTAL				\$100,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				

GRAND TOTAL APPROPRIATION \$100,000