

**Cultural Affairs Division
Economic & Workforce Development Department**



**Public Art Advisory Committee
Regular Meeting
Monday, July 2, 2018**

**Oakland City Hall
Hearing Room 4
1 Frank Ogawa Plaza
5:30 - 7:30 pm**

AGENDA

- I. **Welcome/Call to Order**
- II. **Open Forum**
- III. **Approval of Minutes: June 4, 2018 meeting**
- IV. **Action Item: Council District 3 Anti-Graffiti Mural Grantee Covenant House California and Artists Stephanie Hooper and Thomas Jones for a wall at 400 Jefferson Street**
- V. **Action Item: Council District 3 Anti-Graffiti Mural Grantee Attitudinal Healing Connection, Artist James Gayles and St. Mary's Center for a temporary mural wall at 967 32nd Street**
- VI. **Action Item: Rainbow Recreation Center Public Art Project- Final Artist Recommendation**
- VII. **Informational Item: Staff Updates on Pending Projects and Program Activity**
 - a. **Measure DD: Gardens at Lake Merritt Gates Project**
 - b. **MacArthur Gateway Arches Project Update**
 - c. **Temporary Artist Installation Proposals for Frank Ogawa Plaza, Parks and Open Spaces**
- VIII. **Announcements**

Agenda Building: Outline agenda for August 2018 meeting; September meeting date options

Next regular meeting: August 6, 2018, Hearing Room 4, Oakland City Hall
- IX. **Adjourn**

Oakland Cultural Affairs - Public Art Program, 1 Frank H. Ogawa Plaza, 9th fl. Oakland, CA 94612
www.oaklandculturalarts.org

**Cultural Affairs Division
Economic & Workforce Development Department**



**Public Art Advisory Committee
(PAAC)
June 4, 2018
Minutes**

Members Present: Bryan Cain (co-chair), Allison Cummings (co-chair), Jennifer Kessler, Patricia Cariño Valdez*, Yulia Pinkusevich*
Excused: Chris Treggiari, Charmin Roundtree-Baagee
Absent:
Staff Present: Kristen Zaremba, Public Art Coordinator;
Guests: Natalia Mount, John Roloff

Meeting Chair: B. Cain

*Indicates partial attendance

1. Meeting called to order at 5:51 p.m.
2. **Open Forum.**
3. **Minutes: J. Kessler moved to approve the minutes of the June 4, 2018 Public Art Advisory Committee meeting. P. Valdez seconded. Motion passed unanimously.**
4. **Action Item: Pro Arts- Christopher White *Asking* Temporary Installation for Frank Ogawa Plaza June 27-29, 2018.** The City typically reviews proposals for public art projects for City property, including temporary public art installations on Frank Ogawa Plaza. Pro Arts Executive Director Natalia Mount described the project, noting that some details were still being determined, and the temporary installation would be a compliment to performances occurring in the gallery during the evenings. The work will be interactive and open from 1-5 pm each day, then dismantled, for three days. Committee members asked for clarification regarding their role in review of the proposal. Public Art Coordinator Kristen Zaremba clarified that performance based work on the plaza does not necessarily warrant review by the committee, but any work which includes physical elements, particularly if presented by Pro Arts to meet their lease requirements, does require PAAC review and input. Committee members discussed some practical aspects of the installation and approved the proposal. **Motion: A. Cummings moved to approve the conceptual proposal for the temporary art installation, *Asking* by Christopher White and Pro Arts, for Frank Ogawa Plaza, June 27-29, 2018. Y. Pinkusevich seconded. Motion passed unanimously.**
5. **Informational Item: Measure DD: 10th Street Bridge- Channel Project Update- Artist John Roloff.** K. Zaremba provided background history on the project and introduced John Roloff to the PAAC, and reported that they would be picking the project back up after a hiatus,

PAAC 7-2-18 Item III

commencing with meetings with other project stakeholders including the Measure DD Coalition and Walter Hood's studio staff, as they are currently working on exterior design options for the Kaiser Auditorium project and the Oakland Museum. Roloff, who was originally commissioned to develop conceptual designs and a planning document with artist Lewis DeSoto, presented some background on his own body of work and the evolution of the current project from the Lake Merritt – Oakland Estuary Channel project to the 10th Street Project, including current design constraints and opportunities. The artist is exploring working with reflective materials including mirrored stainless steel, to bring more light into the passageways along the channel, possibly working with a ship/water vessel form. Committee members discussed the merits of working with mirrored stainless steel and likened the artists' concepts to others being explored at the Exploratorium and elsewhere. They encouraged Roloff to continue to work in this direction on design development.

- 6. Informational Item: Public Art in Private Development Update: Council Proposed Revisions.** Zaremba reported that the City Council CED Committee approved the proposed revisions, and acknowledged administrative impacts would need to be monitored. Staff will need to track and report back on the frequency of requests for alternative compliance options.
- 7. Informational Item: Staff Updates on Pending Projects and Program Activity**
 - a. Measure KK and Prop 84: Rainbow Recreation Center – Artist Selection Update. K.** Zaremba reported that the first community selection panel is scheduled to meet on Friday, June 8th to review the credentials of a pre-qualified pool short list of 10 eligible and available artists. Finalists will be interviewed in time to bring a final commission recommendation to the PAAC at the July 2nd meeting.
 - b. Measure DD Bond Program Updates: Measure DD Coalition meeting updates including 10th Street, Lakeside Green Streets, Gardens at Lake Merritt Gates Project.** Tabled.
 - c. Channel / Estuary Sculpture Updates.** Zaremba reported that the Oakland museum is evaluating the disposition of the sculptures installed along the Channel and Estuary Park. Committee members discussed the appropriate role of the Public Art Program and the PAAC in the process, which must consider how to handle the possible relocation of works located on City property and owned by others. Co-chair A. Cummings offered to meet with staff and the museum to determine an appropriate process.
- 8. Announcements:** Zaremba reported that PAAC member Chris Treggiari will be able to join the committee for the July meeting. PAAC member Yulia Pinkusevich reported that she may not be able to attend the meeting due to a residency at the Lucid Arts Foundation. Zaremba reported that City's draft Cultural Plan will be presented to the City Council on June 12th and encouraged PAAC members to attend.
- 9. Agenda Building:** Staff updates on Pending Projects and Program Activity. MacArthur Gateway Arches, Rainbow Recreation Center, Anti-Graffiti Mural Projects.
- 10. Adjournment: J. Kessler moved to adjourn the meeting at 7:45. P. Valdez seconded. Motion passed unanimously.**

Cultural Affairs Division

Economic & Workforce Development



Public Art Advisory Committee Proposal Review Form

Date 6-14-18

Artist(s) Stephanie Hooper, Thomas Jones

Project Contact Amba Johnson

Organization (if applicable) Covenant House California

Phone # 510.839.0929 Email ajohnson@covca.org

Street Address 200 Harrison St., #

City Oakland State CA Zip 94607

Proposed Site of Project (Address/Cross St. with physical details) 400 Jefferson St.
Oakland, CA 94607

Name of Property Owner, Proposed Location BART - Bay Area Rapid Transit

City Council District of Proposed Location Oakland

Attachments Checklist Attach a separate document to address the following items, bundled together in a single electronic file:

1. Review Form (this page)
2. Project Narrative
3. Artist Resume
4. Examples of Past Work
5. Visual Proposal
6. Materials and Methods Description
7. Photos of Site
8. In-Situ Mockup
9. Timeline
10. Budget
11. Maintenance Plan
12. Community Outreach / Support Documentation
13. Insurance Documentation
14. Permission(s)- Private Property Owner or City
15. Waiver of Proprietary Rights for Artwork Placed on City Property (if applicable)

Waiver of Proprietary Rights

for Artwork Placed Upon San Francisco Bay Area Rapid Transit (BART) PROPERTY

under VARA and CAPA

Artist has designed a work of visual art. In consideration of the BART's approval of the Artist design of visual art.

DESCRIPTION: [type, mural, medium]:

MURAL ON CONCRETE PAINTED WITH ACRYLIC
PAINT

TITLE, DATE: DREAMSCAPE

DIMENSIONS: 8 FT x 48

ADDRESS/LOCATION: 4000 JEFFERSON ST, OAKLAND, CA 94607

("the Work") for BART artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA"), the California Art Preservation Act (Cal. Civ. Code §§987 and 989) ("CAPA"), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the BART, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building or other structure such that the Work cannot be removed from the building or structure without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

BART has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in BART's sole discretion.

BART has no obligation to pursue claims against third parties for modifications or damage to the Work done without BART's authorization. However, BART may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without the BART's authorization. In the event that the BART pursues such a claim, it shall notify the Artist, and Artist shall cooperate with BART's efforts to prosecute such claims.

If BART modifies the Artwork without the 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 17 U.S.C. § 106A (a) (2).

Artist hereby grants to BART, and BART's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the Artwork, and any original works of authorship created under this Agreement, whether in whole or in part, in all media (including electronic and digital) throughout the universe:

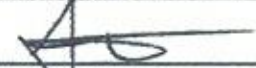
(1) Reproduction and Distribution. BART may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions. BART may use such reproductions for any BART-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, gifts for BART benefactors, documentation of BART Art Collection, and catalogues or similar publications. The proceeds from the sale of any such reproductions shall be used to maintain and support BART's Art Collection or for any other public purposes that BART deems appropriate. The license granted hereunder does not include the right to create 3-dimensional reproductions on items such as tote-bags, T-shirts, coffee mugs and similar merchandise. Such reproductions may only be created pursuant to separate license agreements with Artist.


(2) Public Records Requests. Any documents provided by Artist to BART are public records and BART may authorize third parties to review and reproduce such documents pursuant to public records laws.

Artist bears the sole responsibility for providing BART with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the Arts Program, c/o BART, 300 Lakeside Drive, 22nd fl, Oakland, CA 94612.

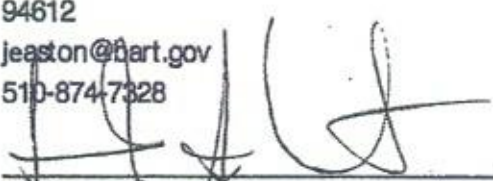
ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: Stephanie Hooper
Address: 5305 Lowell St Apt A
Oakland - CA 94608.
Email: stephaniehooper@g@gmail.com
Phone: 510 830 5361
SIGNATURE: 
DATE: May 12 2018.

THOMAS JONES
5305 Lowell St apt A
OAKLAND CA 94608
thomasjones.m@gmail.com
510 424 5026

May 12 2018

SAN FRANCISCO BAY AREA RAPID TRANSIT

Authorized Agent: Jennifer Easton
Address: San Francisco Bay Area Rapid Transit
300 Lakeside Dr., 22nd fl, Oakland, CA
94612
Email: jeaston@bart.gov
Phone: 510-874-7328
SIGNATURE: 
DATE: 5/12/18

BART Permit No: M-00.5-003-0K

PROJECT NARRATIVE:

What is the name of the mural?

'The Dream.'

Why a mural?

DreamCatcher, the program of Covenant House California (CHC) that provides sanctuary, safety, support, and solutions to homeless and trafficked youth between the ages of 13 and 18, is located in a beautiful and spacious building located on a cul de sac at 583 5th St. at 5th and Jefferson Street in Oakland. At the end of that cul de sac stands a 48-foot long cement wall that supports Bart Fencing. It is a wall commonly filled with graffiti. DreamCatcher has had a dream of taking the voice of the youth and translating into a positive voice. DreamCatcher wants to make the wall a deeply meaningful part of the youth's experience with the programs who serve them in the Cul de Sac. Research has additionally demonstrated art to be a therapeutic tool that provides youth with greater resiliency. This is a powerful opportunity to utilize that tool acknowledging the culture of those who live, work, and visit the area; this spot is one of healing.

How did we come up with the idea for the painting?

The muralists, with the support of clinical case managers, convened the youth at DreamCatcher into several focus groups during which they discussed their ideas for a mural. 'What represents healing?' 'What respects the dynamic cultures of Oakland?' 'What represents the best of what DreamCatcher does for the community and for the youth who come to our doors?' It was with these questions in mind that the groups came up with their idea for a mural that illustrates their dream of a community where youth will be safe – a youth driven art installation that will serve as a visual reminder of the power of human resilience for the entire community. Of particular importance is the impression it will make on youth who remain homeless, hopeless, and alone – it is our great hope that this art will be but one more avenue toward engaging them – a reminder that they are unique and powerful just because they are who they are.

In the first part of the mural there is a girl blowing a dandelion. The youth chose this flower because it represents hope, and the wish for a better future. This flower is also associated with hopes and dreams that come true. In the next section there is a lady serving food. This represents the presence of the organization – providing food and healthy lifestyle to the ones in need. In the central portion of the mural there is a heart with a roof above. This is the representation of DreamCatcher that provides a shelter and a safe place to be where they can find love and support. Around the heart there is a group of kids represented in different colors, representing the multicultural background of the youth in Oakland. Also in the background you will notice a pattern of ethnicities, one representing Latin American, Asian, and African. The third section depicts the future of this alley, a village made up of a group of organizations

fighting for social justice. This means that they want to expand in different areas to help at risk youth.

Who's doing the painting?

Stephanie Hooper is a self-taught artist from Chile. She began painting when she was 14 and became active in her school's art department. She was originally an oil painter and began doing murals in 2009. Since then, she has participated in exhibitions and worked with kids on community murals in her native Chile. She fell in love with the idea of public and accessible art. Her art focuses on honoring nature and supporting social fights.

Thomas Jones, also known as Sidemuestro, is also from Chile. He became interested in graffiti when he was young and began painting when he was 15, learning from friends and using any materials he could obtain. In 2007, he moved to Concepcion, Chile to study graphic design. It was there that he took art classes and was exposed to the great masters of Latin American and Chilean muralism. During his years in Concepcion he met many other artists and felt inspired to experiment with new styles and techniques of painting. Sidemuestro has traveled extensively through South America and has been inspired by the indigenous communities of those places. He has been especially inspired by their love and respect for nature, the environment, animals, and how many were able to preserve their Pre-Columbian culture. With these experiences, he developed a style of organic shapes that often include jungles from other planets, aboriginal tribes, new civilizations, and psychedelic topics.

What are the project partners' roles and responsibilities?

CHC is the organization that will be receiving the funds and dispersing them to the artists, paying for the materials, and providing incentives for the element of youth participation in the project.

CHC is responsible for ensuring that the project runs according to schedule.

CHC is responsible for ensuring proper upkeep of the area – local community members have working to leverage labor and cost toward the installation of green garden boxes along the base of the mural – the thought is that it will discourage future graffiti.

Stephanie Hooper

5305 Lowell st, Oakland CA
(510)830-5361
stephaniehooper.g@gmail.com

Education

Self taught artist
ESL teacher and major in Education.

Employment

Co-Founder and Coordinator of the Bay Area Mural Festival
2016 - Oakland and Berkeley border
2017 - Richmond CA
2018 - Jack London Square district, Oakland CA
2016 -2018 Live painting at parties and fundraisers
2018 - Curator and Event coordinator at the Oakland Mural festival Pop up gallery at Jack London Square

Murals

2018 Earth Sanctuary 4th St, Oakland
2017 the encounter of the eagle and the condor, Sacramento st, Oakland
Collaboration with los pobres artistas and friends in different spots in Oakland
2017 Los Pobres Artistas and Contra Costa College youth, Richmond
2017 Sidemuestro and Hooper with Earth Team Youth, Richmond

Events

2018 Event coordinator at the Oakland Mural festival Pop up gallery at Jack London Square
2016 - 2018 Fundraisers for the Bay area Mural festival 2016-2018
2018 Future relations Release party, Naming Gallery

Exhibitions

2018 - OMFest pop up Gallery, 54th Washington St Oakland.
2018 - Can't stop, won't stop, Ale industries brewery, Fruitvale.
2016 - The time is now, Cafe Trieste, Piedmont.
2016 - 2017 Several exposition at La Peña Cultural Center, Berkeley.

Selected publications

2017-2018 Future Relations: a Resource for Radical Teaching Issue 1, Issue 2

2016-2017 Bay area Mural Festival book, Oakland- Berkeley and Richmond Editions

Residencies

2016 - 2017 La Peña Cultural Center

Mural Workshops

2018 - Oakland International high School

2018 - Northern Light School Elementary and Middle School

2017 - Earth team with Gateway to College and Contra Costa College youth

See more at: www.instagram.com/hooperarts

<http://lospobresartistas.com>

Thomas Jones

5305 Lowell St, Oakland CA
thomasjones.m@gmail.com

510 424 5026

Education

2013 - BA in graphic design - Duoc UC Concepcion, Chile.

Awards

2006 - 1st prize in graffiti contest - Molina county, Chile. 2008 - 1st prize in graffiti contest - Curico, Chile. 2010 - 3rd prize mural art contest - Curico, Chile. 2014 - 1st prize for hip-hop for change at Art Terminal Gallery - Oakland, CA.

Art projects

2018 -

2017 -

2016 - 2014 -

2012 -

2011 -

2010 -

Bay Area Mural Festival - Oakland, CA. Mural design for Earth Team Mural Project Future Relations 2 - Oakland, CA. Bay Area Mural Festival - Richmond, CA. Future Relations 1 - Oakland, CA. Bay Area Mural Festival - Berkeley, CA. Woodstaco rock festival - Teno, Chile.

Espacio wave artshow - Santiago de Chile Chile pinta Art Project - Concepcion, Chile. PLAN C Cultural Center - Concepcion, Chile.

Viva Dichato - Dichato, Chile. CONCEGRAFF Graffiti meeting - Concepcion, Chile. Mural strike for a better education - Universidad de Concepcion, Chile

PLAN B cultural center Mural - Concepcion, Chile. CONCEGRAFF Graffiti meeting - Concepcion, Chile.

Exhibitions

2015 - RAW art show - San Francisco, CA.

2014 - Blick art galley - San Francisco, CA. Todos al cerro - Curico, Chile.

2013 - Mural exposition in Los Andes cultural center - Santiago, Chile.

Workshops

2012 - Viva Dichato - Dichato, Chile. 2011 - Color theory and muralism techniques for female empowerment program. Arauco, Chile. 2008 - Hip-Hop meeting - Curico, Chile.

Comissions

2015 - Cyclescape Mural - Walnut Creek, USA.

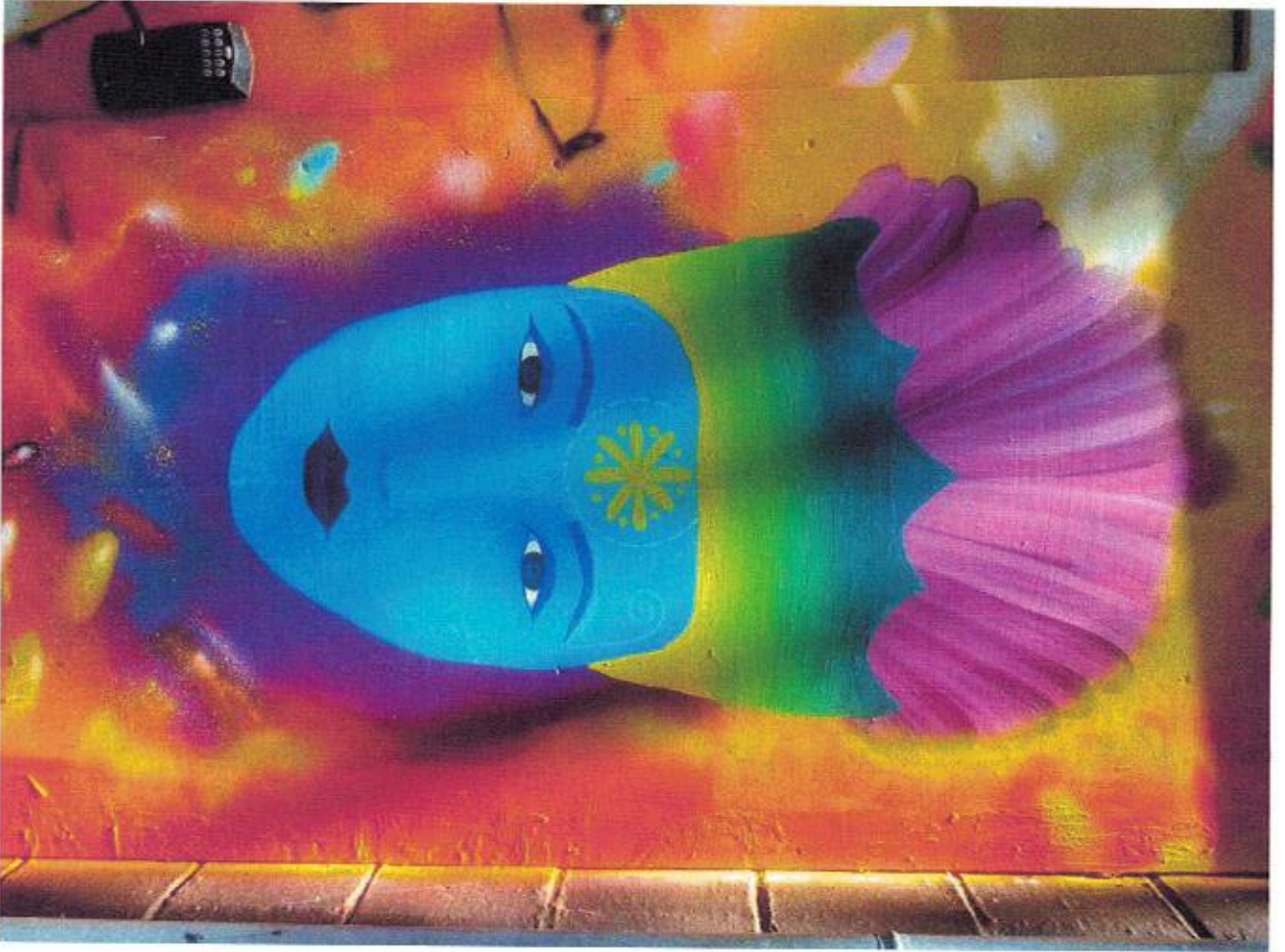
2014 - Pk's Mancora hostel - Mancora, Peru. Pakitus restaurant - Mancora, Peru. Hotel Tungurahua - Baños, Ecuador. Cherusker Brewery - Quito, Ecuador. Soche - Quito, Ecuador.

Bariguana - Curico, Chile.

Stephanie Hooper

Portfolio 2018

stephaniehooper.g@gmail.com













Thomas Jones

thomasjones.m@gmail.com

Bio.

Sidmuestro, was born on October 2nd 1987 in Curico, Chile.

He started showing interest on graffiti when he was young and he start painting when he was 15 years old, learning from others friends and using any kind of material he could reach.

In 2007 he moved to the city of Concepcion (Chile) to study Graphic Design, where he learned about drawing, design, and the importance of Latin American and Chilean muralism.

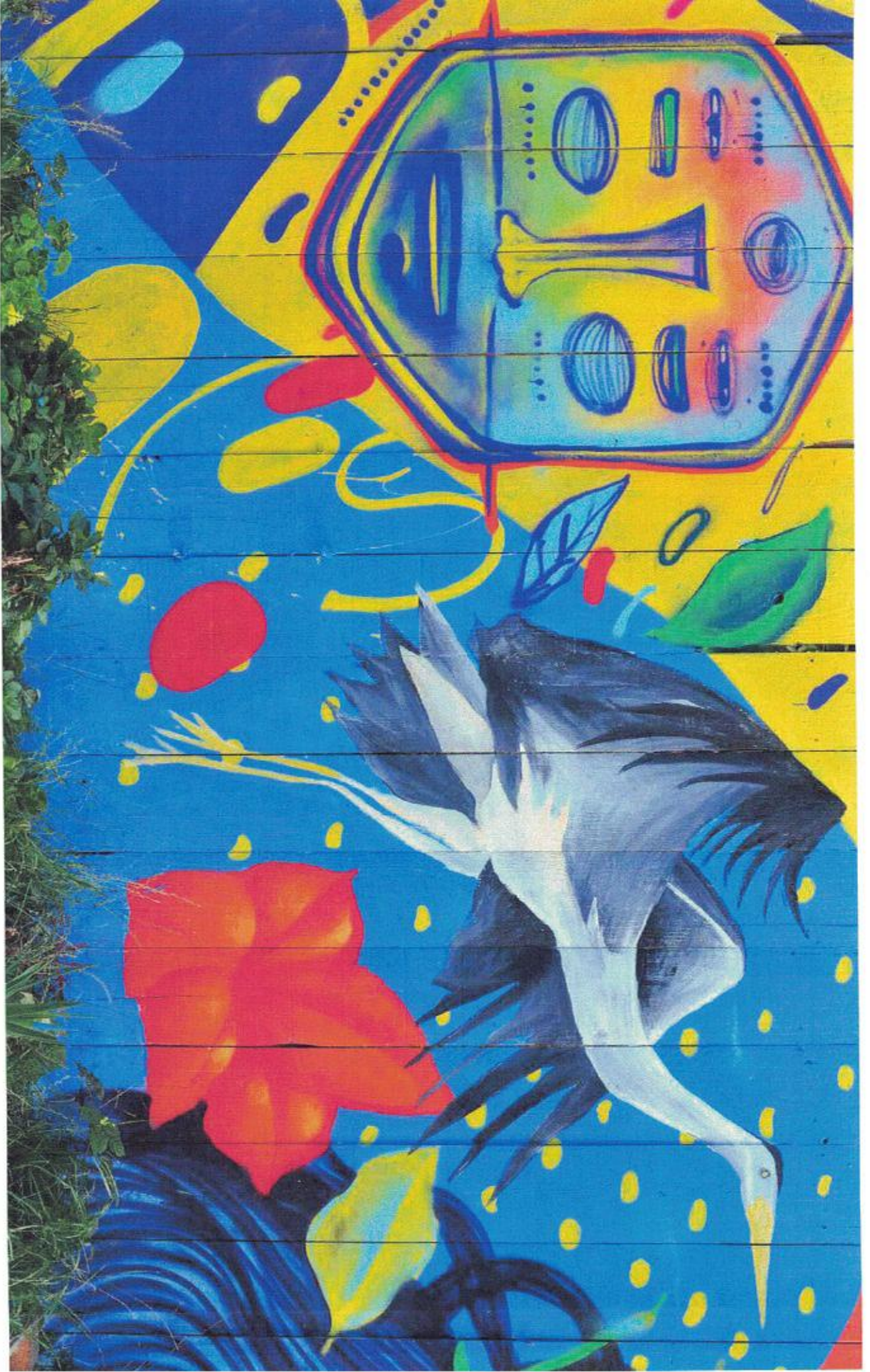
While he was living in Concepcion he met others artist, he felt inspired and develop a new style and technique, during the 3 last college summers he traveled to different places of southamerica feeling inspired with the natives of those places and he payed attention too their love for the nature, the environment, animals and how they preserved his pre-Columbian culture. That is how he developed a style full of organic shapes, Jungles from other planets, aboriginal tribes, new civilizations and psychedelic topics.

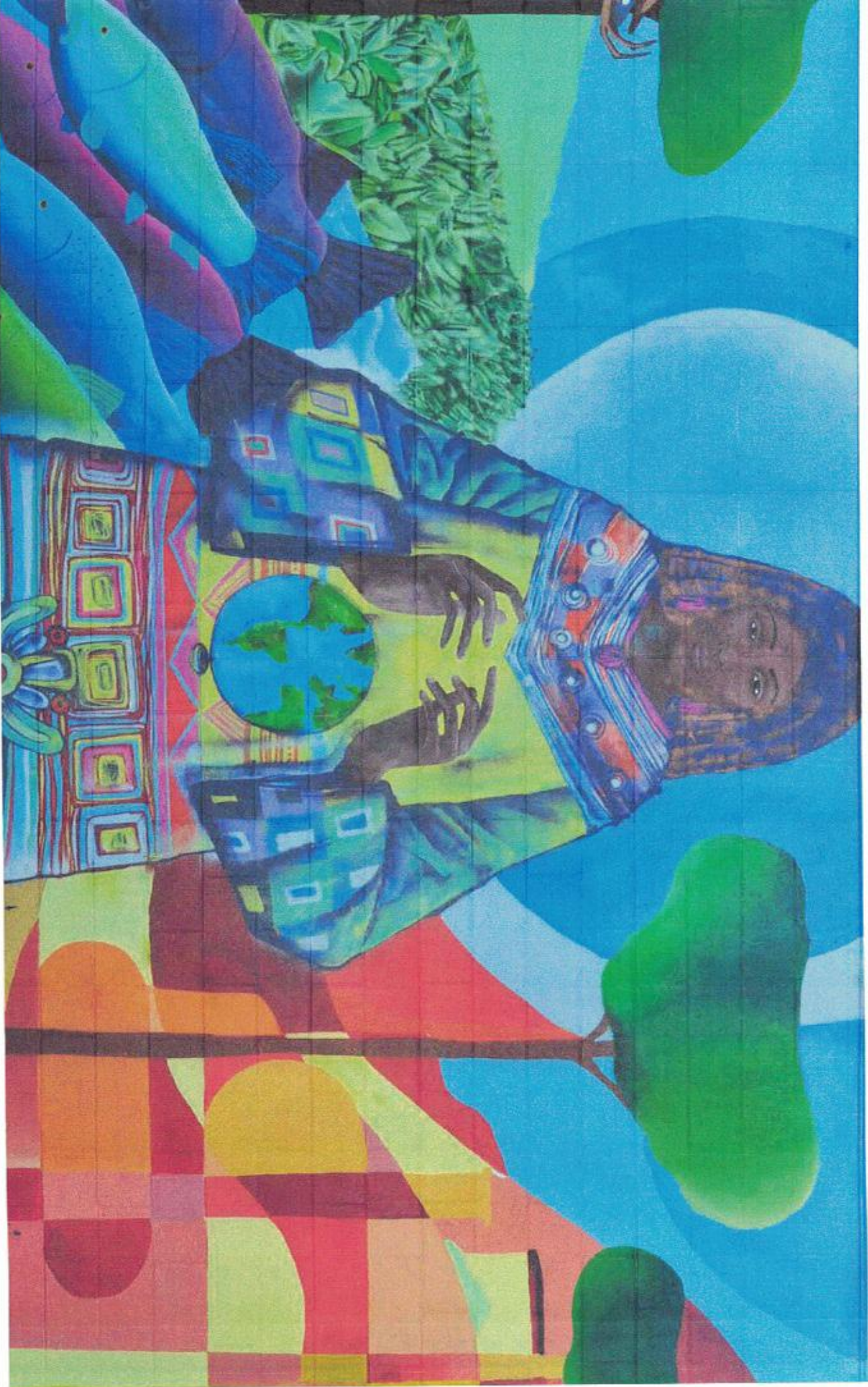


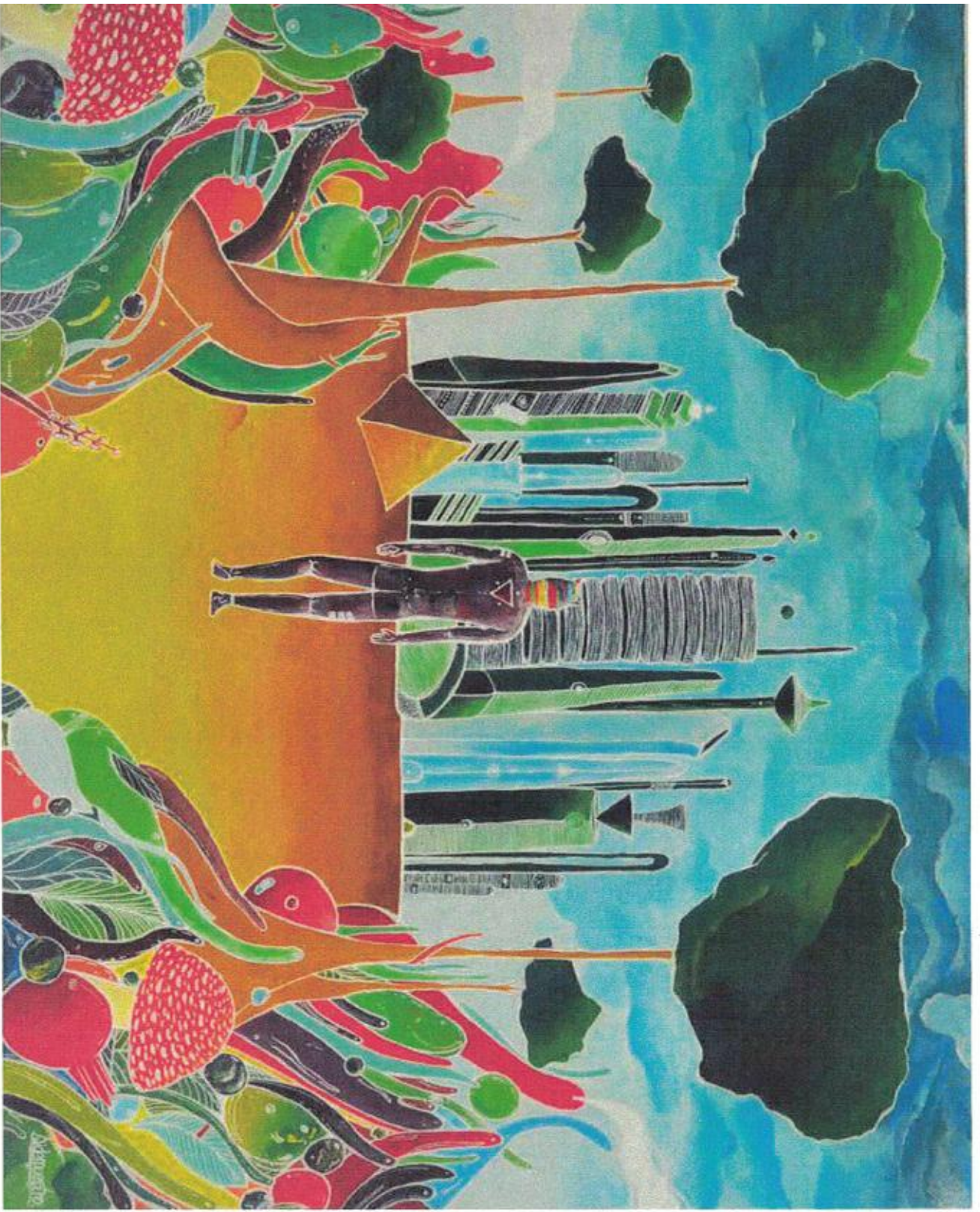
Sidemuestro

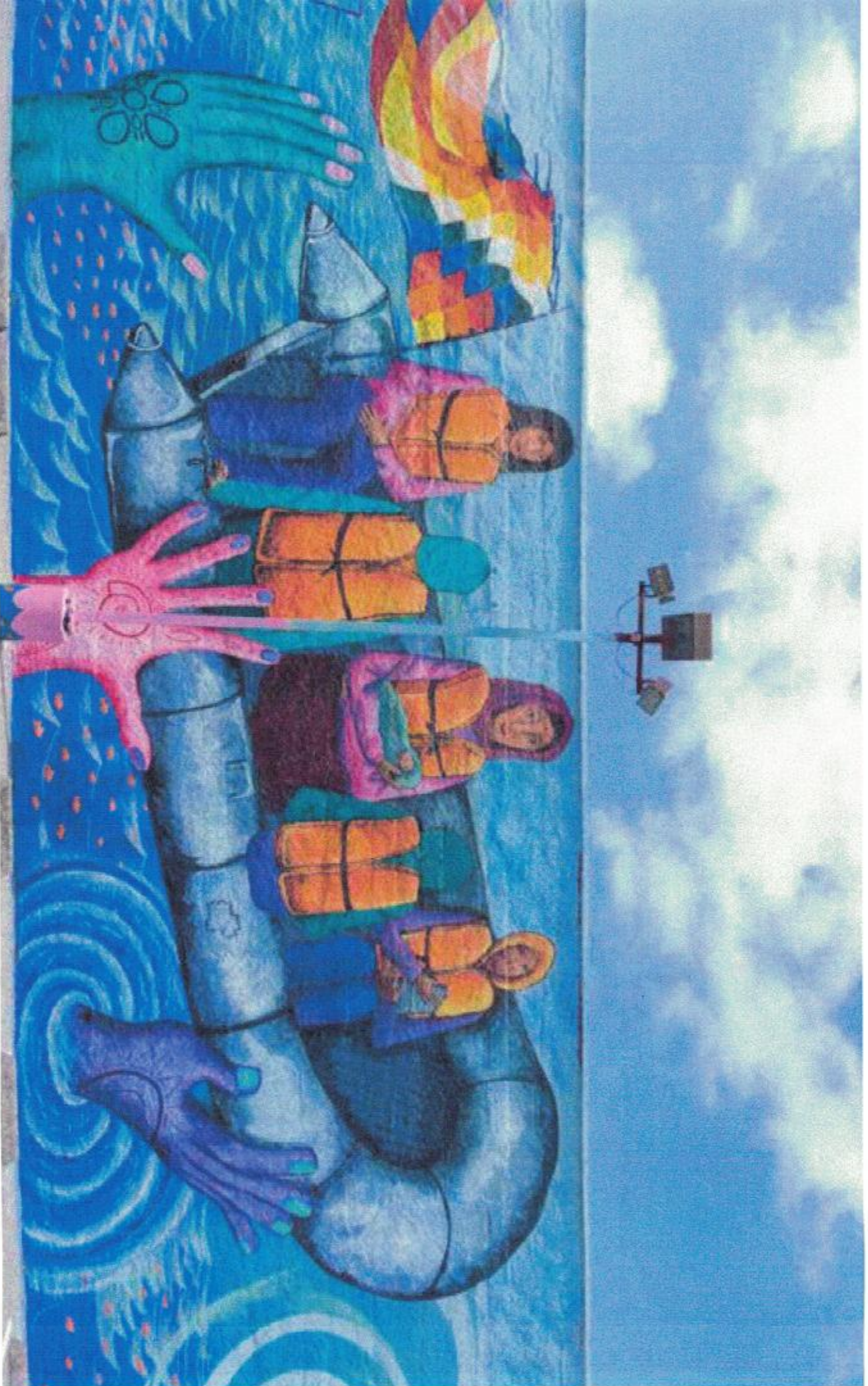
Statement

Sidemuestro, was born on October 2nd 1987 in Curico, Chile. He started showing interest on Graffiti when he was young and he start painting when he was 15 years old, learning from others friends and using any kind of material he could reach. In 2007 he moved to the city of Concepcion (Chile) to study Graphic Design, where, he learned about drawing, design, and the importance of Latin American and Chilean muralism. While he was living in Concepcion he met others artist, he felt inspired and developed a new style and technique, during the 3 first college summers he traveled to different places of southamerica feeling inspired with the natives of those places and he payed attention too their love for the nature, the environment, animals and how they preserved his pre-Columbian culture. That is how he developed a style full of organic shapes, jungles from other planets, aboriginal tribes, new civilizations and psychedelic topics.











Materials and Methods Description:

As the reader can see, the site location for the mural is quite accessible, and there will be no need for intensive equipment that is normally associated with muralism; we will not be using scaffolding or lifts of any kind).



To clean the wall prior to conducting any work, the artists will use a mild detergent (i.e., dish soap) to wash the wall and let it dry to ensure that primer makes a quality bond with the cement wall. The list of items used for this include:

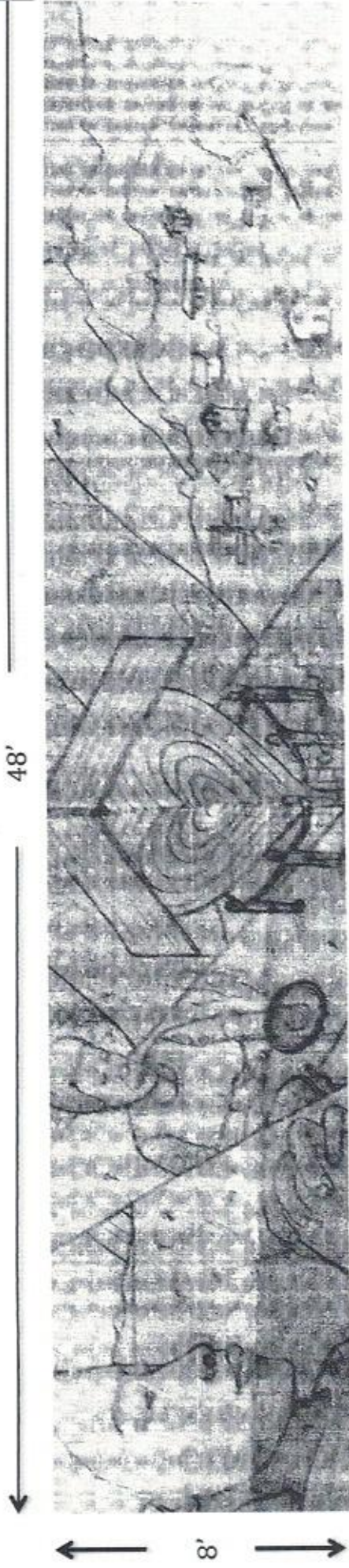
- acrylic paints
- empty containers with lids—coffee cans, cups, etc for mixed colors
- primer (gesso)
- rollers
- roller pads
- extension handles for rollers
- rags and/or paper towels
- drop cloths
- buckets
- brushes in many sizes
- yardsticks
- masking tape
- painting palettes or trays for mixing colors
- metal scrapers to clean dried paint off palettes
- stirring sticks
- wire brushes
- brooms and shovels
- eye protection (goggles)
- ladders
- scaffolding
- paint spraying system
- milk crates or other sturdy boxes to store paint cans

Photograph of Site





Visual Proposal



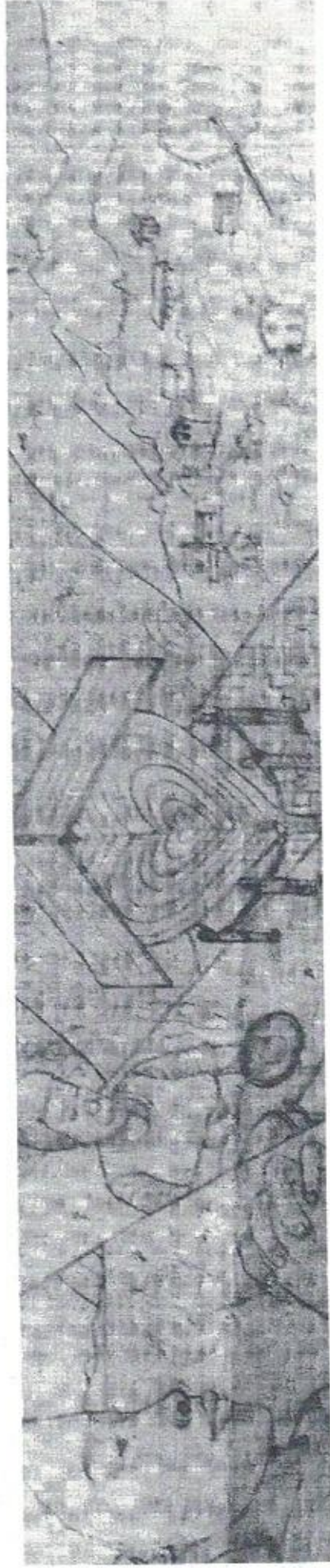
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In the next section there is a lady serving food. This represents the presence of the organization - providing food and healthy lifestyle to the ones in need. In the central portion of the mural there is a heart with a roof above. This is the representation of DreamCatcher that provides a shelter and a safe place to be where they can find love and support. Around the heart there is a group of kids represented in different colors, representing the multicultural background of the youth in Oakland. Also in the background you will notice a pattern of ethnicities, one representing Latin American, Asian, and African.

The third section depicts the future of this alley, a village made up of a group of organizations fighting for social justice. This means that they want to expand in different areas to help at risk youth.

The colors will be determined interactively with the youth as the mural is created.

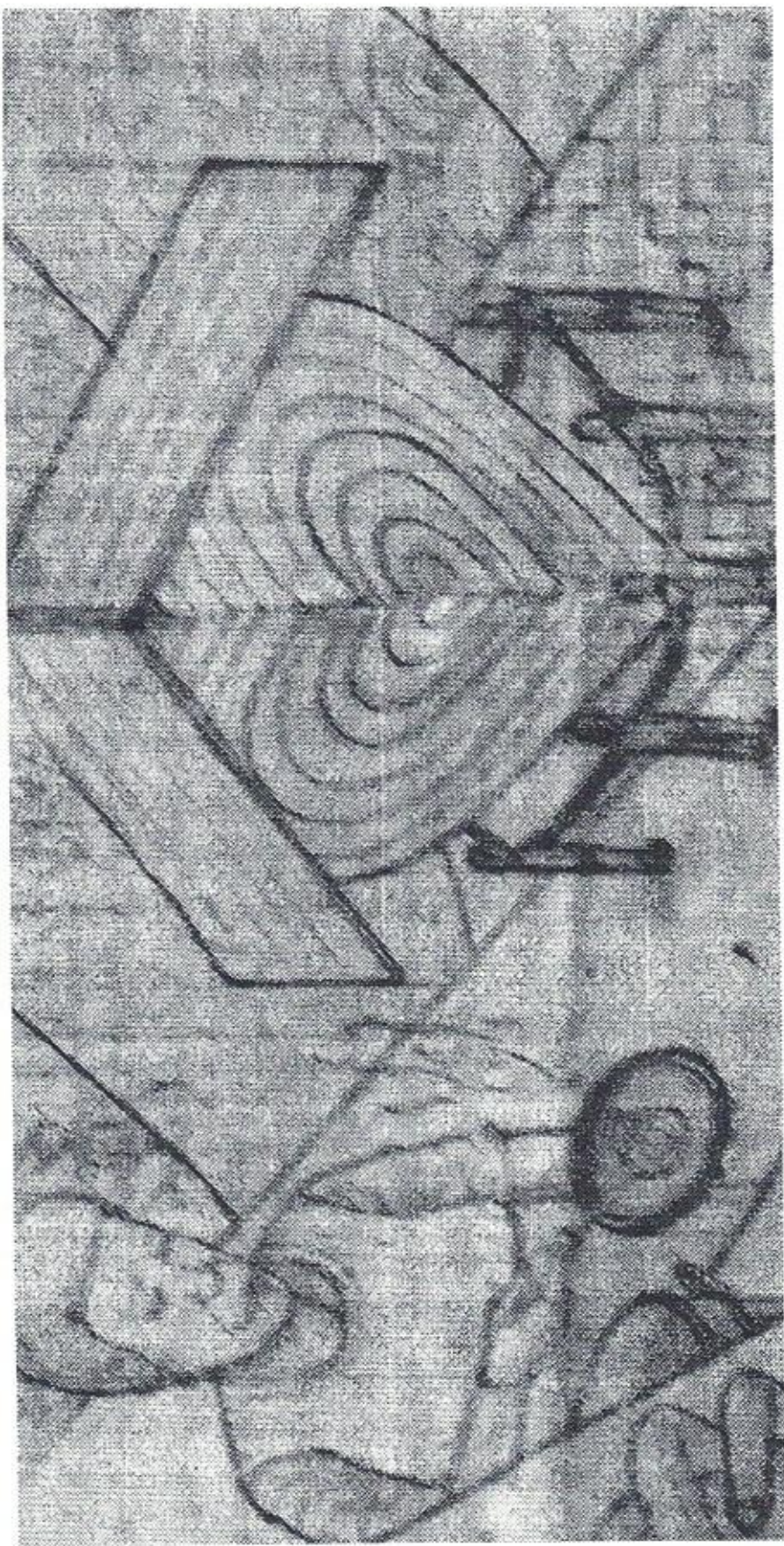
visual proposal



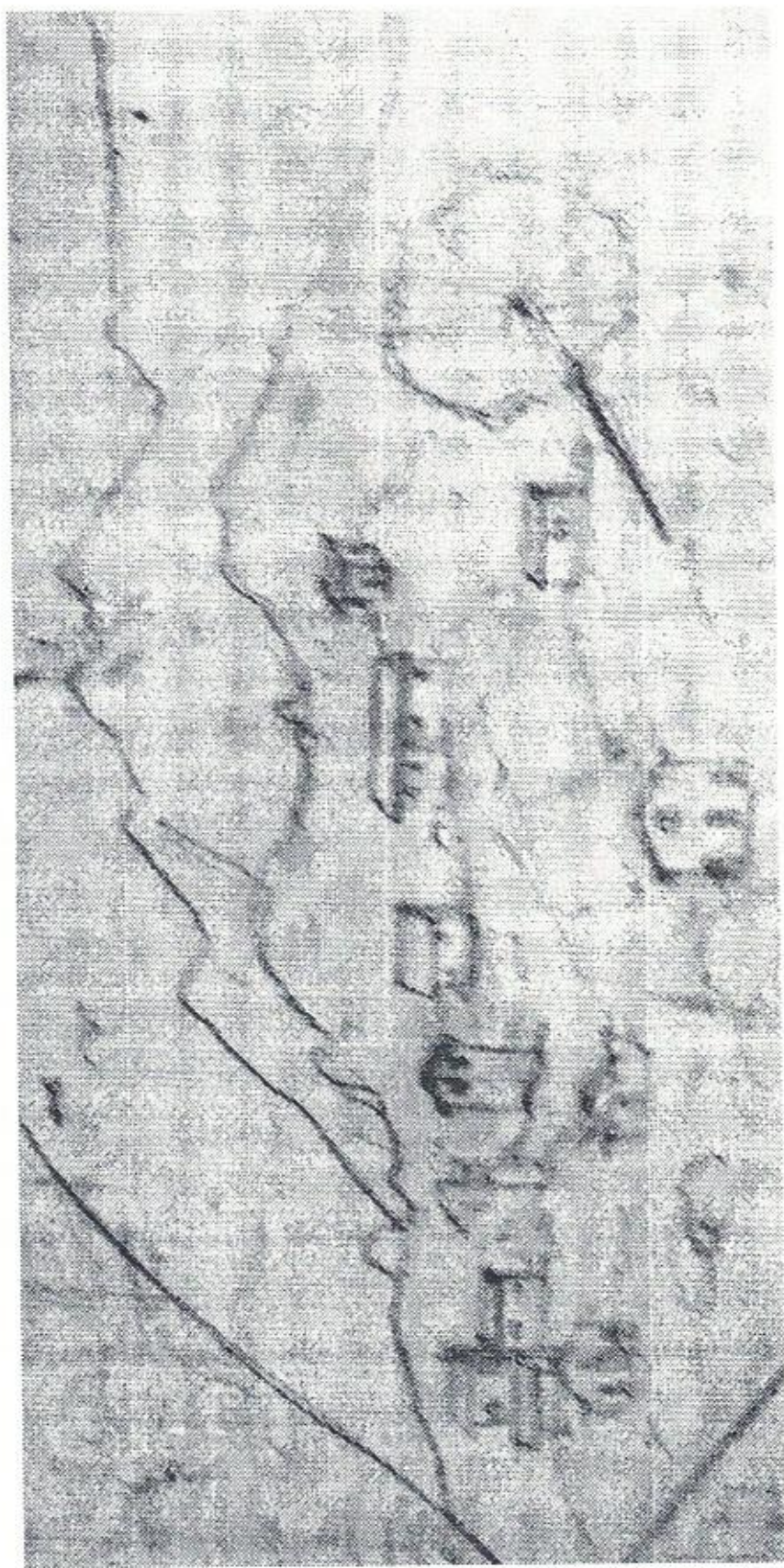
Section One



Section Two



Section Three



Timeline for Mural Project

February, 2017: Focus groups with youth convened with artists and clinical case managers

April, 2017: Mural concept for 'The Dream' submitted to City of Oakland for possible funding

September, 2017: All relevant materials/proposal submitted to BART for permissions

May, 2018: BART permission to install mural on site granted

June, 2018: Project proposal submitted to City of Oakland's Cultural Affairs Division

TBD: Proposal approved by Cultural Affairs Division?

Immediately after Cultural Affairs Division approval: Work begins

72 hours – 1 week later: Work completed

Mural Project Budget

1. **\$1,500** for labor – 2 artists, \$25/hour for 30 hours
2. **\$1,080** for youth incentives – 6 youth participating in focus groups and work on mural @ \$15/hour
3. **\$600** for materials
4. **\$1,000** for Shercoat
5. **\$500** for additional wax coat

TOTAL BUDGET: \$4,680

Maintenance Plan

DreamCatcher will consult with the artists regarding the specifics of caring for the work for the first year that it exists and receive written protocols for cleaning the mural as time passes. Additional funds will be secured for maintenance into perpetuity. **Important note:** due to the fact that this is a painting (as opposed to a sculpture or other, more involved, art installation), any maintenance will be minimal. Further, the finish that will be applied to the mural allows any new graffiti tagged on it to be simply hosed away with minimal effort. Also, for what it's worth, it is against street culture morays to tag public murals.

Finally, efforts are being made to seek funding for a large greening project that will benefit the entire cul de sac. This will include planter boxes in the area in front of the artwork to increase the visual attractiveness of the area as well as provide additional healing, educational, and therapeutic activities for the youth. As it stands, DreamCatcher staff and youth will maintain said planter boxes



June 18, 2018

To Whom It May Concern:

My name is Dr. Aisha Mays and I am the Medical Director of the Dream Youth Clinic, located within the Dreamcatcher Youth Shelter. The Dream Youth Clinic provides full services no-cost adolescent and young adult medical services to the youth of Dreamcatcher, MISSEY, and all vulnerable youth throughout Oakland.

I am writing to express my support for the DreamCatcher Mural Project, "The Dream" that is planned for the Bart wall in the Jefferson St Cul De Sac.

We are very excited about the project and the youth's voice and vision being captured on the wall in a way that will be welcoming and relevant for the youth we serve. At this time the wall is consistently 'tagged' and filled with graffiti, painted over refilled etc. The entire experience of that wall, currently, is one in direct conflict with our goals of youth, healing and inspiration we wish for our youth. It is the goal of all the youth serving programs that youth will have an opportunity to heal, see their own value and relevance and expression of their voice in the community. We feel strongly that "the Dream" mural is an enhancement to our street and inspiring for our clients.

Sincerely,

Aisha Mays, MD
Medical Director, Dream Youth Clinic
Director, Adolescent and School Based Services
Roots Community Health Center

Roots Community Health Center - Healing our community from within

rootsclicnic.org

Main Clinic & Headquarters
9925 International Blvd. #5
Oakland, CA 94603
510-777-1177

Roots Pediatrics Clinic
2700 International Blvd. #11
Oakland, CA 94601
510-533-1248

Clean360 Social Enterprise
4107 Broadway
Oakland, CA 94611
510-451-0570

Dream Youth Clinic
583 Jefferson St. Ste.A
Oakland, CA 94607
510-839-0929 ext.3

Roots South Bay
1898 The Alameda
San Jose, CA 96126
408-928-1700



RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #16608).

Specific Excess Insurance

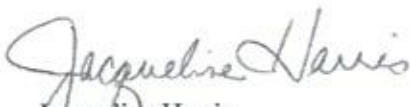
Excess Workers' Compensation: Statutory per occurrence excess of \$500,000
Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2018
Expiration: January 1, 2019

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,


Jacqueline Harris
Director of Underwriting
RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.
(a Corporation)

THIS IS TO CERTIFY, That...
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December, 2004

Mark T. Johnson
MARK T. JOHNSON
MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA
John M. Rea
JOHN M. REA
DIRECTOR

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **4515** was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 11th of December 2017

A handwritten signature in cursive script, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Monument Insurance Services
255 Great Valley Parkway, Suite 200
Malvern, Pa 19355

NUMBER: 4515-0030

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Covenant House California

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master Certificate Holder)

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No. 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE: April 1, 2011

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



A handwritten signature in cursive, appearing to read "Jon Wroten", is written over a horizontal line.

Jon Wroten, Acting Chief

A handwritten signature in cursive, appearing to read "Christine Baker", is written over a horizontal line.

Christine Baker, Acting Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non-compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Quality Comp, Inc. is a Group Self-Insurance Program authorized by the Office of Self-Insurance Plans to provide workers' compensation to approved members. The Board of Directors of Quality Comp, Inc. has authorized the Program Administrator to waive rights of subrogation in certain instances.

This change in coverage, effective 12:01 AM January 1, 2018, forms part of the member's coverage in Self-Insurance Group No. 4515.

Issued to Covenant House of California

Policy Number: 0150300411

By Quality Comp, Inc.

The Program has the right to recover our payments from anyone liable for an injury covered by this employer. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this change shall be \$250.00.

Schedule

Person or Organization

City of Oakland
150 Frank H. Ogawa Plaza, Suite 4340
Oakland, CA 94612

Job Description

Education, Employment, Program and Support Services for homeless and at-risk youth in the Oakland area

Countersigned by 
Vicki Eberwein, Program Administrator, Authorized Representative



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
 300 Lakeside Drive, P.O. Box 12688
 Oakland, CA 94604-2688
 (510) 464-6000

2018

DREAMCATCHER YOUTH SERVICES/ ALAMEDA FAMILY SERVICES

PERMIT NO. M-00.5-003-OK

Robert Raburn, Ph.D.
 PRESIDENT

Nicholas Josefowitz
 VICE PRESIDENT

Grace Crunican
 GENERAL MANAGER

**583 5th Street
 Oakland, CA 94607**

PERMIT TO ENTER (WORK)

Subject to the following covenants, terms, conditions and restrictions, the San Francisco Bay Area Rapid Transit District (hereinafter "District" or "BART") hereby grants permission to the DreamCatcher Youth Services/Alameda Family Services,(hereinafter "Permittee") (collectively, the "Parties") to paint a mural and perform graffiti abatement on BART trackway wall (hereinafter the "Work") upon BART property located at the end of Jefferson Street, southerly of 5th Street, and in the City of Oakland, County of Alameda, (hereinafter "Premises"), as shown on Exhibit "A," (Mural Proposal & Design) attached hereto and incorporated herein by this reference.

DIRECTORS

Debra Allen
 1ST DISTRICT

Joel Keller
 2ND DISTRICT

Rebecca Saltzman
 3RD DISTRICT

Robert Raburn, Ph.D.
 4TH DISTRICT

John McPartland
 5TH DISTRICT

Thomas M. Blalock, P.E.
 6TH DISTRICT

Lateefah Simon
 7TH DISTRICT

Nicholas Josefowitz
 8TH DISTRICT

Bevan Duffy
 9TH DISTRICT

1. Subject to Section 17 below, the term of this Permit shall commence on May 21, 2018, and end on August 31, 2018, provided, however, that at any time during the term, the Permit may be terminated by either party upon thirty (30) days prior written notice to the other party. Said notice shall be sent certified mail, return receipt requested, to:

DreamCatcher Youth Services/
 Alameda Family Services
 583 5th Street
 Oakland, CA 94607
 Attn: Amba Johnson

or

Real Estate and Property Development Department
 San Francisco Bay Area Rapid Transit District
 300 Lakeside Drive, 22nd Floor
 Oakland, California 94612
 Attention: Sean Brooks, Manager

The notice period shall begin to run upon receipt of said notice.

2. The fee for this Permit are hereby waived in consideration for Permittee performing graffiti abatement on the BART wall on the Premises.
3. Permittee's right to use this area shall be non-exclusive and non-transferable, and shall be for the sole purpose of performing the Work. In no event shall BART's property be deemed to be a public right-of-way. Overnight parking is prohibited on BART's property.
4. Conditions of Use:
 - 4.a. Permittee shall be responsible for all pedestrian and traffic controls while any painting or paint restoration work is being performed.
 - 4.b. Permittee shall be responsible and liable for any paint over-spray.
 - 4.c. Restoration of the paint appearance both now and in the future shall be the responsibility of the Permittee. Restoration may be needed due to graffiti abatement, repairs made to the wall as a result of BART maintenance, vehicular damage, etc. Permittee shall obtain BART's written approval prior to any repairs on the painting.
 - 4.f. Permittee shall provide BART with contact information in order for BART to inform the Permittee of any required maintenance.
 - 4.g. BART shall not be responsible for any impact to the Permittee's work due to BART operations, acts of God, or the acts of third parties.
 - 4.h. Any change in the scope of this permit shall be subject to a separate amendment.
5. The cost of repair and any and all losses caused by Permittee's damage to any BART property or facility, or resultant loss of service, shall be at the sole expense of Permittee. Any damage to BART property or facilities shall be repaired or remedied by Permittee or BART, at BART's discretion, and at Permittee's sole cost and expense. Permittee agrees to reimburse BART promptly for any such damage.
6. Permittee shall have the duty and hereby agrees to exercise reasonable care to properly maintain BART's property pursuant to this Permit, including but not limited to, removing debris dumped or placed on the

Premises during the term of this Permit, from any source, and to exercise reasonable care inspecting for and preventing any damage to any portion of BART's property.

7. Permittee acknowledges that said Work constitutes an encroachment upon BART's property and agrees to perform said Work in accordance with and subject to the provisions of this Permit, applicable provisions of the "General Terms and Conditions Relating to Utility Permits," attached hereto as Exhibit "B" and incorporated herein by reference, and all applicable state and local laws. Where there is a conflict between the provisions of this Permit and the "General Terms and Conditions Relating to Utility Permits," this Permit shall prevail.
8. Permittee agrees to notify BART's Construction Liaison in the Construction Services Division, John Fu at (510) 464-6439, at least 7 calendar days prior to any use of the Premises. Should Permittee require any utility hook-ups, Permittee must obtain any and all necessary permits and pay all fees in connection therewith. Permittee shall not perform any work on BART property until all necessary permits, licenses and environmental clearances have been obtained.
9. Permittee shall not (a) use, generate, or store, or allow its employees, contractors or agents to use, generate, or store any Hazardous Materials on the Premises, except for those materials required to perform the Work permitted under this Permit and in compliance with all federal, state and local laws and regulations for the protection of the environment, human health and safety, as now in effect or hereafter amended (hereinafter "Environmental Laws"); or (b) release or dispose of, or allow its employees, contractors or agents to release or dispose of, any Hazardous Materials on the Premises. "Hazardous Materials" are those materials now or hereafter (a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.) or the Resource Conservation and Recovery Act (42 U.S.C section 6901 et seq.); (b) listed in the Hazardous Substances List, Title 8, California Code of Regulations, G.I.S.O. Section 337-339, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above Code; (c) characterized, regulated or subject to permitting or warning requirements as hazardous or toxic materials, substances, chemicals, pollutants, contaminants or wastes, or as materials for which removal, remediation or disposal is required, under any Environmental Laws; or (d) otherwise posing a present or potential hazard to human health, welfare or the environment.

10. BART shall at all times have the right to go upon and inspect the Premises and the operations conducted thereon to assure compliance with any of the requirements in this Permit. This inspection may include, but is not limited to, taking samples of substances and materials present for testing.
11. Permittee shall be responsible for and bear the entire cost of removal and disposal, in compliance with Environmental Laws, for all Hazardous Materials and non-hazardous wastes introduced to the Premises during Permittee's use and possession of the Premises. Permittee shall also be responsible for any remediation on or off the Premises necessitated by such Hazardous Materials or non-hazardous wastes. As used herein, "remediation" includes any investigation or post-cleanup monitoring that may be necessary in compliance with Environmental Laws. For purposes of disposal, Permittee shall be the generator of any such Hazardous Materials and shall provide a generator identification number on manifests for such disposal as required by Environmental Laws.
12. To the extent that any New Environmental Condition is caused by, or any Pre-existing Environmental Condition is contributed to or exacerbated by, Permittee's acts or omissions (including those of its employees, contractors and agents) during its use and possession of the Premises, Permittee shall, at BART's discretion, either (a) perform remediation of such New Environmental Condition or Pre-Existing Environmental Condition, at Permittee's cost and expense, in compliance with Environmental Laws and subject to the approval of a governmental agency with jurisdiction; or (b) indemnify BART against all costs incurred by BART in performing remediation of such New Environmental Condition or Pre-Existing Environmental Condition. A "New Environmental Condition" is defined as the release or threatened release of Hazardous Materials on, about, under or emanating from the Premises as of the commencement date of this Permit. A "Pre-Existing Environmental Condition" is defined as the release or threatened release of Hazardous Materials on, about, under or emanating from the Premises prior to the commencement date of this Permit.
13. Permittee agrees to assume responsibility and liability for, and defend, indemnify and hold harmless BART, its directors, officers, agents and employees from all claims, demands suits, losses, damages, injury, and liability, direct or indirect (including any and all costs, fees and expenses in connection therewith) arising from the introduction on the Premises of any Hazardous Materials or non-hazardous wastes by Permittee (including its employees, contractors and agents) or from any New Environmental Condition caused by, or any Pre-existing Environmental Condition contributed to or exacerbated by, the acts or omissions of Permittee

(including those of its employees, contractors and agents) during its use and possession of the Premises.

14. Permittee agrees to assume responsibility and liability for, and defend, indemnify and hold harmless BART, its directors, officers, agents and employees from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all costs, fees and expenses in connection therewith), caused by acts or omissions of Permittee, its employees, contractors and agents in connection with the Work done pursuant to this Permit, except to the extent such losses are caused by the gross negligence or willful misconduct of BART. Permittee agrees at its own cost, expense and risk to defend any and all actions, suits, or other legal proceedings brought or instituted against BART, its directors, officers, agents and employees arising from the acts or omissions of Permittee, its employees, contractors and agents in connection with the Work done pursuant to this Permit, and to pay and satisfy any resulting judgments, settlements or other expenses associated therewith.
15. To the extent that a governmental agency with jurisdiction requires remediation of any Pre-Existing Environmental Condition that is discovered as a result of Permittee's activities pursuant to this Permit, and is not contributed to or exacerbated by the acts or omissions of Permittee, its employees, contractors or agents, Permittee shall, at BART's discretion, either (a) perform remediation of such Pre-Existing Environmental Condition, at Permittee's cost and expense, in compliance with Environmental Laws and subject to the approval of a governmental agency with jurisdiction; or (b) indemnify BART against all costs incurred by BART in performing remediation of such Pre-Existing Environmental Condition.
- 16.a Permittee agrees that no easement, lease or other property right is acquired by Permittee through this Permit. Permittee and all those who may claim rights through the Permittee, expressly renounce moral rights to the Work, and knowingly, intelligently, and voluntarily waive any and all such rights on behalf of themselves and others under the Visual Artists' Rights Act ("VARA") [17U.S.C. Section 101 et seq.], the California Art Preservation Act ("CAPA") [Cal.Civ.Code Section 987], and/or the Cultural and Artistic Creations Preservation Act ("CACPA") [Cal.Civ.Code Section 989]. For CAPA and CACPA purposes, the Permittee, on behalf of itself and those who may claim rights under Permittee, agree that the Work is "not removable art" and is not a suitable subject for art preservation under the statutory scheme of those laws or any successor laws.
- 16.b Permittee agrees that BART retains the right to alter, repair, modify, remove, relocate, sell, dispose of, distort, destroy, mutilate, or deface (collectively, "Modify") the Work in BART's sole discretion. With respect to

BART's unfettered right to Modify the Work, Permittee represents and warrants that it has obtained from every party involved in creating the Work (each an "Artist" and collectively the "Artists") an express waiver by each Artist and for each Artist's heirs, beneficiaries, devisees and personal representatives waiving any and all rights each Artist now has or may hereafter have to attribution, preservation or integrity of the Work, including any repairs or modifications made to the Work by an Artist after installation, provided by current applicable law, or hereinafter created under any future laws, including without limitation moral rights, CAPA, VARA, and CACPA (the "Waivers"). For CAPA and CACPA purposes, the Permittee represents and warrants that the Artists agree that the Work is "not removable art" and is not a suitable subject for art preservation under the statutory scheme of those laws or any successor laws.

- 16.c Permittee hereby grants to BART the non-exclusive, fully paid up rights to reproduce, adapt, display and distribute reproductions of the Work for education, public relations, or other purposes as deemed desirable by BART for the full term of copyright in the Work. Permittee represents and warrants that it has obtained from each Artist the express permission to grant such rights to BART (the "License")
- 16.d Permittee agrees that obtaining the Waivers and License as set forth herein are material conditions to the Agreement, that BART is relying on Permittee's representations and warranties with regard to the Waivers and License, and that BART would not enter into this Agreement without such representations and warranties being true and correct. Permittee shall provide copies to BART of the Waivers and the License promptly upon execution of this Agreement.
17. Upon any use of BART property by Permittee other than that authorized by this Permit, or upon failure of the Permittee to conform to any of the terms and conditions of this Permit, BART may terminate this Permit immediately.
18. Insurance shall be provided by Permittee as stated in Exhibit "C," attached hereto and incorporated herein by reference. Insurance shall be approved by BART's Insurance Manager prior to any use of the Premises.
19. Permittee shall comply with the federal Clean Water Act of 1977 and all laws, ordinances, rules and regulations applicable to the Project ("Applicable Law") including, without limitation, any building, zoning or environmental laws, including applicable Storm Water Pollution Prevention Plans ("SWPPP"). Permittee shall provide any notice(s) required by any Applicable Law. Permittee is responsible for identifying and implementing California Stormwater Quality Association (CASQA) Best Management Practices (BMPs) to prevent pollutant discharges to the storm drain system. Permittee shall not perform any work on BART property until all necessary permits, licenses and environmental clearances have been obtained.


20. Counterparts. This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Permit.

SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT

By _____
Sean Brooks, Manager
Real Estate and Property Development Department

Date _____

ACCEPTED
DREAMCATCHER YOUTH SERVICES/
ALAMEDA FAMILY SERVICES

By Amba Johnson 
Title Director

Date 5/30/18

M-065-0023-0X.ppt

ATTITUDINAL HEALING CONNECTION

St. Andrews Super Heroes

2018

For the St. Andrew's Super Heroes Mural Project, Attitudinal Healing Connection (AHC) in partnership with St. Mary's Center will draw from the wisdom and insights of a group of elders living around St. Andrew's Plaza in West Oakland, to create a mural celebrating their histories and cultural identities. For the first part of the project, AHC Executive Director Amana Harris with the support of St. Mary's Center resident artist Susan Werner will lead elders through Amana's empowering curriculum: Self as Super Hero: Handbook on the Creation of the Life-Size Self-Portrait.

The super heroes process will capture and cultivate dreams, and stimulate a legacy currently at a standstill. The elders will reflect on their past and re-envision their community and the world's future through the imaginative process of recreating the Self as Super Hero, complete with Super Powers. The powers they choose will transform social ills they have identified, drawing on principles of Attitudinal Healing to choose peace over conflict and love over fear. James Gayles, who is a renowned African American artist and longtime Oakland resident, will attend these sessions and listen closely to the elders' dreams, visions, and creative ideas.

Mr. Gayles will then create a mural design based on the elders' super hero creations that seeks to express the essence of their ideas. The design will feature symbolism and ancestral meanings from the elders' stories, will celebrate their cultural backgrounds, and seek to cleanse fear from the plaza by evoking love and beauty. Once the design is completed Mr. Gayles will begin mural production, with assistance from the elder artists in the early stages of painting, and support from ArtEsteem teaching and assisting artists for final details.

As displacement progresses in West Oakland, bringing the legacy and vision of marginalized community elders into public space is a critically important act of cultural preservation. Upon completion of the mural AHC will host an unveiling ceremony to draw a large crowd of community members, artists, youth, elected officials, and press to celebrate the final work of art and hear the elders' stories.

The St. Andrew's Super Heroes Mural Project meets a profound community need for the plaza area in their neighborhood to be safe, beautiful and inspiring, as well as celebratory of the surrounding community's cultural identities. For decades St. Andrew's Plaza has been a problematic area in the San Pablo Avenue corridor, with open use and dealing of illegal substances, prostitution, blight, homelessness, and break-ins. The problems began in the 60s, worsened with the devastation of 80's crack cocaine, and worse still with the rise in racially disparate poverty and homelessness over the last few decades.

Community members have launched continuous complaints about safety issues, organized weekly clean-ups, and initiated multiple advocacy campaigns for City assistance with the situation. While these efforts had some minor impact, the plaza remained a dangerous and blighted place. Tensions came to an all time high several years back when someone was shot and killed there. The city of Oakland finally stepped in and renovated the plaza, and now it is enclosed by a locked fence. Criminal activity can no

longer take place there, but the look of guarded vacancy is a long way off from the vibrant gathering place the community wants to see.

But the plaza wasn't always this way. During the intensive community outreach AHC conducted in the fall of 2017, elders at St. Mary's Center spoke fondly of how it used to be a gathering place for the neighborhood, with games of chess and family barbeques. The central premise of the project is that the legacies and stories of the elders can act as a bridge from a family friendly past to a more life-affirming future for the plaza.

A colorful and inspiring mural at St. Andrew's Plaza would advance multiple community goals. First and foremost, residents have long wanted to beautify the plaza to help create a more warm and welcoming atmosphere, and to do it in a way that celebrates the cultural identity of the existing community rather than erases it. In an era of rapid gentrification in Oakland, there is a deeply felt need to celebrate the culture of all residents, and most particularly those who are experiencing disproportionate rates of homelessness and displacement.

Community engagement confirmed high awareness from residents that truly empowering transformation must come from within, as well as their tremendous respect for this type of work done by AHC. Elder folk artist Leon Kennedy from St. Mary's Center summed up many of the elders approach to art: "My art is an attempt to bring love and faith to those who feel broken and lost. My art is for people who find strength and unity in our community's historic and endless struggle for justice."

There is also an urgent need for positive programming at the plaza, and no funds for it in the City of Oakland's budget. Creative, uplifting activities will help to shift the past patterns of destructive uses of the plaza into healthier pursuits. In short, this project could not be more timely, as a window of opportunity opens to change the plaza into an area where surrounding elders feel not only safe but celebrated. As displacement progresses in West Oakland, bringing the legacy and vision of marginalized community elders into a public space is a critically important act of cultural preservation.

May

- On-going promotion of project, with emphasis on unveiling
- Teaching Artists with Amana Harris conducts 3-5 weekly Self as Super Hero sessions with elders

June

- James Gayles creates mural design, with input and approval from elders
- Paint the Town helps integrate elders ideas into already existing design and align to design near Sparc-it-Place
- Attend community meetings to announce and solicit volunteers and attendees

July

- PAAC Approval
- Metal Wall for mural installed
- Wall Mural production
- Street Mural Production (Paint the Town)

August 7th – National Night Out

- Mural unveiling and celebration

James Gayles

37 Moss Avenue, apt. 1

Oakland, CA 94610

(510) 207-6420

Resume

Education

1966-70 Pratt Institute, New York, New York

Attended four years. Majored in painting, studying under painters

Jacob Lawrence and Audrey Buckley

Solo & Two Person Exhibitions

- 2014 CK Gallery, *Face Value* Oakland, CA
- 2012 Oakland Asian Cultural Center *Essence of Identity* Oakland, CA
- 2012 Evolve the Gallery, *Roots & Branches* Sacramento, CA
- 2012 Fukuoka Museum *Essence of Identity* Fukuoka, Japan
- 2012 Richmond Art Center *Ancestral Melodies* Richmond, CA
- 2011 JanRae Community Gallery, *Latin Jazz Masters* Oakland, CA
- 2011 Linen Life Gallery, *Legacy* San Leandro, CA
- 2011 Guerilla Gallery, *Old & New* Berkeley, CA
- 2010 Piedmont Piano Company, *Reflections in Jazz* Oakland, CA
- 2010 Asian Resource Gallery, *Impressions* Oakland, CA
- 2010 The Harrington Gallery, *The Look of Jazz* Pleasanton, CA
- 2009 CockA-Doodle Café, *It Happened In Our Lifetime* Oakland, CA
- 2008 Swarm Gallery, *Jazz Masters* Oakland, CA
- 2008 San Ramon Library *Blues & Jazz Masters* Oakland, CA
- 2008 NoneSuch Space Gallery, *Sacred Feminine* Oakland, CA
- 2008 Market Street Gallery, *African Diaspora- A Trilogy* Oakland, CA
- 2007 Joyce Gordon Gallery, *20-Year Retrospective* Oakland, CA
- 2007 Sargent Johnson Gallery, San Francisco, CA
- 2006 JFK University, Diversity Council Exhibit, Pleasant Hill, CA.
- 2006 CockA-Doodle Café, Oakland, CA.
- 2006 City of Oakland Cultural Arts Gallery- *Blues Masters*
- 2005 Gallery at Thoreau, The Presidio *Roots and Branches* San Francisco, CA.
- 2004 Joysmith Gallery- *Multifaceted* Memphis, TN
- 2003 Pro Arts Quarterly at Latham Square, Oakland, CA.
- 2002 Richmond Health Center, Richmond, CA.
- 2001 Ethnic Notions Gallery, Benicia, CA
- 2000 Brewberries Café, Oakland, CA.

- 1996 Metropolitan Transportation Commission, Oakland, CA
- 1989 Borders Books, Emeryville, CA

Group Exhibitions

- 2015 Sun Gallery, *Art of the Blues*, Hayward, CA
- 2013 Studio One At Center, *Transformative Vision*, Oakland, CA
- 2011 African American Art & Culture Complex, *Reclaiming Our History*, San Francisco, CA
- 2010 Adobe Art Gallery, *Life Expressions of Living*, Castro Valley, CA
- 2009 JanRae Community Gallery, *Body & Soul*, Oakland, CA
- 2009 African American Art & Culture Complex, *Simply Nina*, San Francisco, CA
- 2008 Modern Art Gallery, *Reflections by the Bay*, San Francisco, CA
- 2008 WCRC Gallery, *All that Jazz*, Oakland, CA
- 2008 City of Oakland Cultural Arts Gallery- *Cultural Connections*
- 2007 Swarm Gallery, *The Little Show*, Oakland, CA
- 2007 Space 237, *Environments*, Toledo, OH
- 2007 Electix Gallery, *Purple Holiday*, El Cerrito, CA
- 2007 Pro Arts Gallery, *Juried Annual*, Oakland, CA
- 2007 CockA-Doodle Café- "Coming Home to Roost", Oakland, CA.
- 2007 Richmond Art Center- *The Art of Living Black 2007*, Richmond, CA.
- 2007 African American Museum & Library of Oakland- *Celebrating Our Own*, Oakland, CA.
- 2007 Triton Museum of Art- Biennial Statewide Watercolor Exhibition 2000
- 2006 Expressions Gallery, "Through the Eye of the Artist"
Berkeley, CA.
- 2005 The Puck Building, Soho, N.Y. The National Black Fine Arts Show, New York, N.Y.
- 2005 Richmond Art Center - *The Art of Living Black 2005*
Richmond, CA.
- 2005 Sargent Johnson Gallery, San Francisco, CA.
- 2004 FM Studios- Group Exhibition, Emeryville, CA.
- 2004 June Steingart Gallery, Laney College, *Maafa: Trail of Bones*, Oakland, CA.
- 2004 San Pablo Arts Gallery- *We3: New Visions*, 3-person exhibit,
San Pablo, CA.
- 2004 Women's Cancer Resource Center Gallery, *Go Figure*, a five-person show, Oakland, CA.
- 2004 Richmond Art Center- *The Art of Living Black 2004*, Group Show, Richmond, CA.
- 2004 African American Historical & Cultural Museum- *Creation 2004*, San Francisco, CA.
- 2004 CBS MarketWatch.com *Crossing Bridges*, San Francisco, CA.
- 2003 Craft & Cultural Arts Gallery- *Kaleidoscope*, Group show of 9 Bay Area muralists,
Oakland, CA
- 2003 Tiburon Town Hall - *Everything Under the Sun*, Marin Watercolor Society Show,
Tiburon, CA
- 2003 Pro Arts- *New Visions: Introductions 003*, Oakland, CA
- 2003 Richmond Art Center- *The Art of Living Black 2003*
Richmond, CA.
- 2003 African American Historical & Cultural Museum- *Creation 2003*, San Francisco, CA.

- 2003 CBS MarketWatch.com - *Crossing Bridges* San Francisco, CA
- 2003 Triton Museum of Art - Biennial Statewide Watercolor Exhibition Santa Clara, CA
- 2002 Pro Arts - *Juried Annual* Group show Oakland, CA
- 2002 Richmond Art Center - *The Art of Living Black 2002*
Richmond, CA
- 2001 Triton Museum of Art - Biennial Statewide Watercolor Exhibition 2000
- 2000 Monterey Museum of Art - *Miniatures* Monterey, CA
- 1995 African American Historical & Cultural Museum - *African Diaspora* Curated by Samela Lewis, San Francisco, CA
- 1993 City of Oakland, Mayor's Office - Art in Public Places Project, Oakland, CA
- 1990 CVA Gallery (Lilian Paley Center for the Visual Arts),
Oakland, CA

Awards, Honors, & Commissions

- 2016 Voter's Choice for Best Artist- *East Bay Express*
- 2011 Alameda County Art Commission- Commissioned to do 4 paintings as public art for the new Ashland Youth Center
- 2011 East Bay Press Club 1st place, illustration award
- 2010 City of Oakland, Crafts and Cultural Arts, Individual Artist Grant
- 2009 California Newspaper Publisher's Association 1st place illustration award
- 2008 City of Richmond Civic Center Public Art Project, Painting selected for public art
- 2007 City of Oakland, Crafts and Cultural Arts, Individual Artist Grant
- 2006 Alameda County Art Commission- Commissioned to do 4 paintings as public art for the newly built Juvenal Justice Center
- 2004 City of Oakland, Crafts and Cultural Arts, Individual Artist Grant
- 2003 Jan Hart Shuyers Award 2003, *The Art of Living Black*
- 2003 California Newspaper Publishers' Award First Place, Illustration
- 1998 Public Art Commission, City of Oakland, Crafts and Cultural Arts Department Outdoor Mural for the new built Bushrod Recreation Center, Oakland, CA.
- 1980 Television Emmy Award For design and illustration while Assistant News Graphics Director at NBC, New York
- 1980 N.Y. Art Directors Creativity Award for an Editorial Illustration for the New York Times

PROFESIONAL AFFILIATIONS

- Alameda Art Commission**- Served on Public Art selection panels
- ArtsChange**- Member, Board of Directors, Richmond, CA.
- Richmond Art Center**- Member, Richmond, CA.
- Pro Arts**- Member, Oakland, CA.
- The Art of Living Black 2007**- Juror
- African American Museum & Library of Oakland Coalition** Member, Oakland, CA.
- City of Oakland Cultural Arts**- Served on Public Art and Artist Grant Panels.

Marin Watercolor Society– Former member, Tiburon, CA
Pleasanton Art League– Former member, Pleasanton, CA
Oakland Marketing Board– Former member, Chair of the Communication Committee, Oakland, CA
California Lawyers for the Arts– Member, San Francisco, CA

PUBLICATIONS & REVIEWS

Reflections– James Gayle’s work interpreted by 20 poets; 2014
Alameda County Arts Commission Catalog Public Art Exhibit Catalog
Richmond Memorial Civic Center Revitalization Project Public Art Program Catalog
– Public Art Exhibit Catalog
Black Artists in Oakland– Book, Arcadia Press
Stanford University Committee on Black Performing Arts *Black Arts Quarterly* artist profile & featured artist, 2007
Tea Party Magazine Artist profile & interview, Issue #15, 2005
Oakland Tribune– Solo Exhibition review, April 2006
Daily Review/Hayward– Solo Exhibition review, April 2006
Soul Magazine– Artist profile & interview, Fall Issue #15, 2006
BluesMasters Catalog– Exhibit Catalog

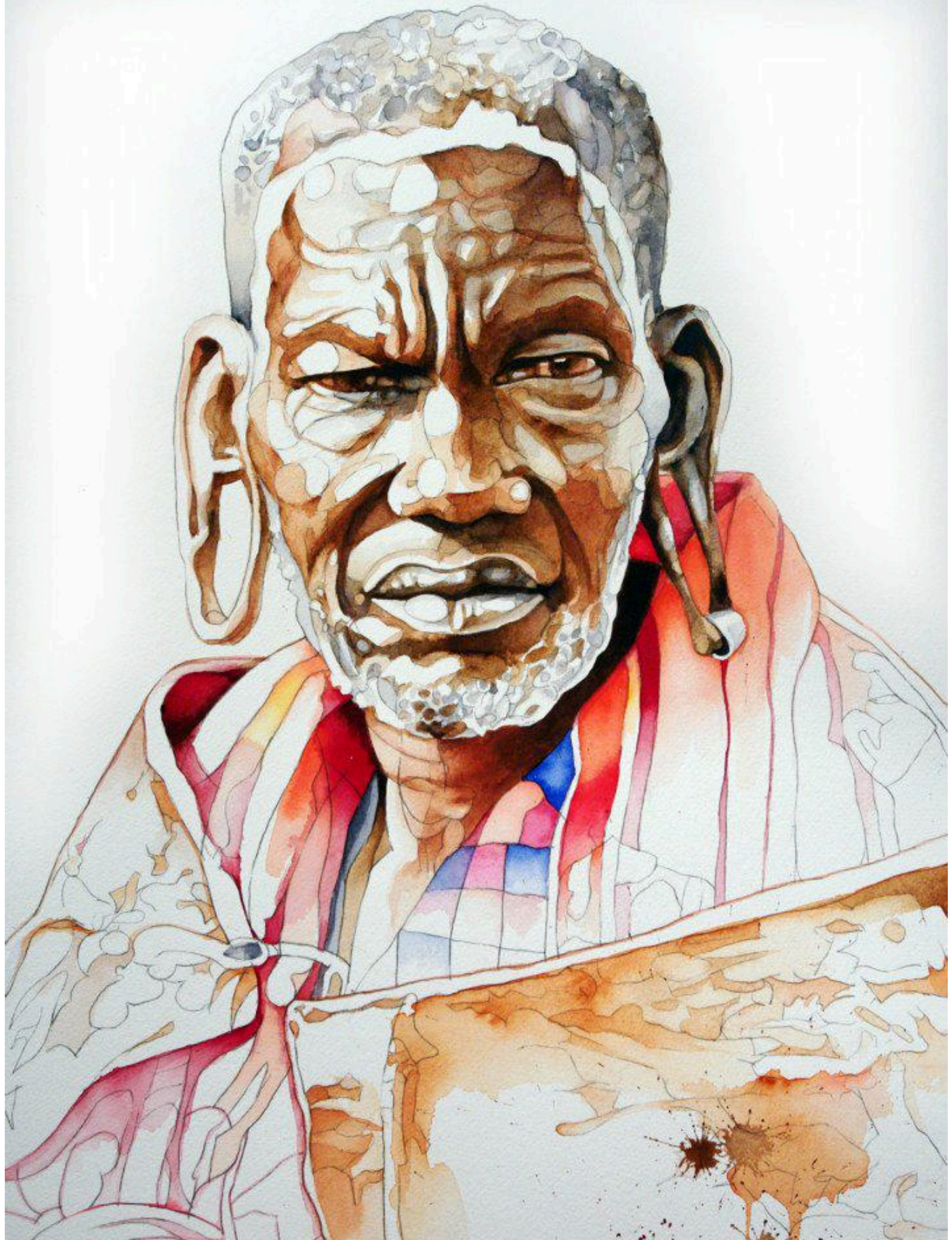
SELECTED COLLECTIONS

- Alameda Arts Commission
- Bay Area Blues Society
- Carlos Santana
- City of Oakland Cultural Arts
- Hill & Co., Communications
- Judge Trina Thompson
- Richmond Health Center
- Siebert, Branford, Shanks & Co.
- Yoshi’s



Gayles
08





ATTITUDINAL HEALING CONNECTION

St. Andrews Super Heroes

MATERIALS AND METHODS

AHC oversees, manages and guides the creation, promotion, and production of the St. Andrews Super Heroes Mural project. The project includes community engagement, design, production and an Unveiling Celebration on National Night Out. The lead artist is James Gayles with the support of professional muralist Andre Jones “Natty Rebel” and assisting artist Izzy Drumgoole. The design was conceptualized by elders of St. Mary’s Center who reside near St. Andrews Plaza.

The mural project convenes three artist in the creation of a 8 X 32ft mural. The mural will be painted on steel framed panels coated in an oil based primer and professionally adhered to the building. The building, which sits on 32nd and San Pablo Ave. was recently purchased by St. Mary’s Center. Once primed, the design will be projected for drawing, painting, then several coats of anti-graffiti clear coat sealant. The production team will be ready for mural installation in July of 2018. The team of 3 artists (including lead and assisting) will replicate an original painted image of the approved design. A final unveiling will take place August 7th from 1pm to 5pm on National Night Out

The team members will be scheduled and orchestrated in a weekly schedule, Monday through Friday from 9:00AM to 4:00PM from July 9, 2018 through July 27, 2018. Ladders, tarps, and paint, etc. are the primary equipment and materials utilized during the nearly month long production of the mural.

MAINTENANCE PLAN

As a public art piece, the mural will facilitate a strong sense of place for residents, build community, and preserve the voices and legacies of West Oakland elders; in that sense it will belong to the community. Around 800 local residents will be directly impacted, and thousands of commuters will form a daily audience. AHC will organize community stakeholders such as St. Mary’s Center, San Pablo Action and Revitalization Coalition, EBALDC, Peoples Community Market, Resident Action Council and the local NCPC’s to help maintain the mural.







Street Events on 32nd Street during temporary street closures. Future option for community to paint street.



Pedestrian-scale Traditional Light: Acorn style in black or dark green



Street Tree: Crape Myrtle



Park Tree: Ginkgo biloba, Princeton Sentry



Trash/Recycling: Urban Renaissance



Community message board

ATTITUDINAL HEALING CONNECTION
St. Andrews Super Heroes
 BUDGET 2018

INCOME	
Government Grants	\$ 25,000.00
City Funds	\$6,910
Foundations	\$ 13,000.00
Donations	\$12,000
TOTAL	\$ 56,910.00
EXPENSES	
SALARIES \$ WAGES (project Staff)	\$ 19,200.00
Fringe Benefit @ 18%	\$ 3,456.00
Subtotal Salaries	\$ 22,656.00
Artist Fees	\$ 19,000.00
Elder Artists (10-12)	\$ 1,000.00
Photographer	\$ 750.00
Subtotal Artist Fees	\$ 20,750.00
TOTAL PERSONNEL EXPENSES	\$ 43,406.00
Non-Personnel	
Marketing/Promotion	\$ 1,610.00
Printing/Copies	\$ 850.00
Insurance	\$ 1,300.00
Permits	\$ 275.00
Art & Other Supplies	\$ 4,100.00
Security	\$ 5,000.00
TOTAL NON PERSONNEL EXPENSES	\$ 13,135.00
TOTAL EXPENSES	\$ 56,541.00
<i>Difference</i>	\$ 369.00



October 17, 2017

Kenneth Rainin Foundation
Attn: Adriana Griñó, Arts Program Associate
155 Grand Avenue
Oakland, CA 94612

Dear Ms. Griñó:

As a resident of West Oakland and the chair of the Hoover Foster Resident Action Council (RAC), I am excited to endorse the St. Andrew's Super Heroes project proposed by Attitudinal Healing Connection (AHC) in their grant application to the Kenneth Rainin Foundation's Open Spaces Program.

The RAC is composed of residents who live in the area - from San Pablo to Telegraph and West Grand to 36th Street. We are involved in neighborhood public safety awareness, educating youth and parents, blight reduction, and working together as a community. Our members participate in National Night Out, we have block captains, and we help give mini-grants to people in the Hoover corridor doing positive things for the community. The RAC also participates in Oakland's Friday Night Live series, and hosts Hoover Foster Saturdays at Hoover Elementary School.

For many years now we have experienced the St. Andrew's Plaza as a troubled area in our neighborhood. Despite efforts by the community, the plaza persisted as a place for criminal activity as well as for those with nowhere else to go. RAC members have worked with the city of Oakland since January 2016 to give community input on city plans to renovate the plaza. The city has taken the benches away and cleaned it up, but now we need to have something there that is engaging and uplifting for the neighborhood. We believe that AHC's proposed St. Andrew's Super Heroes Project will lift up people's spirits through art, music, and healing, and show them that the plaza can be a safe space. From our past experience with the powerful work of AHC and Amana Harris, we know that AHC is in the strongest position to help bring the various segments of our community together and create a more positive social climate at the plaza. This project, in alliance with two respected and strong community organizations, St. Mary's Center and Oakland Public Conservatory of Music, will inspire the health and love our community so urgently needs.

The RAC will provide volunteers who can support both art creation and event logistics. We will also help to publicize the final exhibition among the community by: announcements at our meetings, including the event on our door hangers, posting fliers around the neighborhood, and sharing the event on our website, Facebook, and Instagram pages.

The St. Andrew's Super Heroes Project has strong and reliable community support among our members, and I very much hope that you will select it for funding. If you have any questions I can help you with, please contact me at 510-393-3206 or netter4161@sbcglobal.net.

Sincerely,

A handwritten signature in cursive script that reads "Annette Miller".

Annette Miller, Chair
Hoover Foster Resident Action Council



October 17, 2017

Kenneth Rainin Foundation
Attn: Adriana Grifñó, Arts Program Associate
155 Grand Avenue
Oakland, CA 94612

Dear Ms. Grifñó:

Please accept our highest endorsement for the St. Andrew's Super Heroes project proposed by AHC in their application to the Kenneth Rainin Foundation's Open Spaces Program. As a longtime resident of West Oakland and co-chair of the West Oakland Neighbors board, I am excited about this project and the uplifting impact it would have on St. Andrew's Plaza.

West Oakland Neighbors (WON) is a grassroots coalition of residents and businesses who come together to work with each other and with organizations, agencies, and elected officials to address neighborhood concerns. Our goal is to improve the physical, environmental, social and economic conditions in our community and to create and strengthen social bonds between us.

Although WON has some community members who still remember when St. Andrew's was still a nice neighborhood park, in recent years it has come to be more dominated by drug dealing and prostitution, and there have been several shootings in and around the plaza as well. This has had a negative impact on public safety as well as the ability of local businesses in the area to survive. Although WON has been active in organizing regular clean-ups, it has not been enough to change the climate in the park. That's why WON members supported city renovation of the plaza.

At the first community meeting for the plaza charrette, community members made it clear that a fence was necessary at this time to keep negative elements out of the plaza. At the clean-up and community dinner WON hosted at the plaza last month, local residents of all income levels agreed with opening the plaza only for positive events. The City has said they are relying on the community to activate the space. That's why we are thrilled to have a trusted organization like AHC, under the creative and unwavering leadership of Amana Harris, step up with an offering that will increase public safety at the same time it creates memorable, high quality public art.

West Oakland Neighbors will be happy to support the project by helping to get the word out about the final exhibition in our monthly email to our members, posting on social media networks (Facebook and Next Door), and distributing fliers for the event at our meetings.

We feel strongly that St. Andrew's Super Heroes will help make the plaza a more positive part of our community, and we urge you to make this project a priority and select it for funding. If you have any questions I can help you with, please contact me at 510-653-1563 or kidd@att.net.

Sincerely,

A handwritten signature in black ink that reads "Ray Kidd". The signature is written in a cursive style with a large "R" and "K".

Ray Kidd
West Oakland Neighbors

NEIGHBORHOOD CRIME PREVENTION COUNCIL - BEAT 7X
WILLIE KEYES RECREATIONAL CENTER
3131 UNION STREET
OAKLAND, CA 94608

October 17, 2017

Kenneth Rainin Foundation
Attn: Adriana Griñó, Arts Program Associate
155 Grand Avenue
Oakland, CA 94612

Dear Ms. Griñó:

It is with great enthusiasm that I write to endorse the St. Andrew's Super Heroes project proposed by Attitudinal Healing Connection (AHC) in their grant application to the Kenneth Rainin Foundation's Open Spaces Program. As a resident of the Clawson/McClymond's area in West Oakland and the chair of the Neighborhood Crime Prevention Council (NCPC) Beat 7x, I know that we urgently need the art, beauty, and positive community engagement that this project will bring to St. Andrew's Plaza.

The NCPC is composed of residents who live in the Oakland Police Department's Beat 7x, which contains St. Andrew's Plaza and is bordered by San Pablo Avenue on the east and West Grand Avenue on the south. NCPC's, part of Oakland's Community Policing program, are a nationally recognized program designed to help prevent crime, promote public safety and enhance the quality of life by bringing communities together. We provide a forum that includes a designated police officer to meet regularly with community members to hear their concerns and solve problems that can lead to violent crime. The Council's emphasize leadership development, skill-building and strengthen relationships among residents. We also work to change community relations between residents and local law enforcement, which has long-standing negative associations especially within communities of color, which Beat 7x is. By developing strategically-enacted and activated crime prevention programs, we use community resources wherever we can which works to bring welcome changes with strong support from members within our community. St. Andrews Plaza resides within a historically underserved area that has succumbed to be known as a magnet to crime, hostile and criminally threatening behaviors and generally over-policed. Historically this plaza was considered a community space for people from all backgrounds. This congregation space served the neighborhood, specifically for many seniors that communed and gathered to spend quality time with friends, play chess or checkers, listen to music but more importantly, to fend off loneliness, depression and primarily share experiences that underserved communities of color thrive with and a sense of love and care. These are environments that keep communities alive. St. Andrews Plaza had been a thriving, long-fought public space in this community and renewed uses are strongly needed and encouraged. These are the things that fend off negative effects as communities are also under the assaults of gentrification on the one hand and neglect from homeless encampments on the other. We are fighting both battles in Beat 7x but we're also winning with projects designed and produced by AHC.

Members of our NCPC Beat 7x have long been aware of the high levels of pain, addiction and poverty concentrated at St. Andrew's Plaza, and the corresponding levels of unhealthy and sometimes unlawful activity there. We have addressed these issues for over 30 years now. Working in partnership with the City of Oakland since January 2016, we've supported collaborative input meant as community engagement on City plans to renovate the plaza. Our members are in strong agreement with the City on not reopening the plaza unless it is for positive activities. This project will give our elders a chance to recreate the safe and life-affirming plaza they remember from their youth and this effort by AHC has our deepest support. I can not think of any more loved and trusted artist within our community than Amana Harris and Attitudinal Healing Connection to lead this project. AHC has served as a source of healing, peace, health, wellness and supportive continuity through several community tragedies: from Chermyl Pierce, a young wife and mother of three children murdered in 2015 to Antonio Ramos, a young muralist who was working on a community mural developed by AHC. This changed imagery of underserved communities focuses on the beauty community art bestows.

The St. Andrews Super Heroes project grant would serve to be an excellent example of supportive healing and further development of a community-gathering space having historically sustained this community. This project, which we have no doubt would prove successful in our community based on past project successes by AHC, would be not only newsworthy but also celebrated throughout the City of Oakland. What a gift to the seniors of this community if AHC could help them realize this dream? We would love to see this plaza become a celebrated piece of the Clawson neighborhood, restored to the positive community heartbeat it once was. NCPC Beat 7x would be happy to support the project by assisting with outreach as needed and also with helping to publicize the final exhibition and having a strong presence at the events. Members of the NCPC Beat 7x are excited about the St. Andrew's Super Heroes Project, and we urge you to select it for funding. If you have any questions, please contact me at 510-520-4077 or through my personal email: happyfeelin@yahoo.com.

Sincerely,



Carol Wyatt, Chair
Neighborhood Crime Prevention Council Beat 7x



OAKLAND POLICE DEPARTMENT
Encroachment Petition
 TF-696-3 (Jul 10)

Name of Person/Organization Circulating Petition
ATTITUDINAL HEALING CONNECTION

Address of Person/Organization Circulating Petition
3278 WEST. ST. Oakland 94608

I / My organization request your approval to encroach upon the block(s) of:
32nd ST between San Pablo Ave & Filbert ST.
ST. Andrews Plaza During July 2018

Day of Encroachment	Date of Encroachment	Start Time	End Time
<u>Monday-Friday</u>	<u>7/2/18-7/25/18</u>	<u>9:00 AM</u>	<u>4:00 PM</u>

As required by the Oakland Police Department, I agree to install street barricades for the event, to clean the area after the event, to reimburse the City for any expenses that may have incurred as a result of the event, and to comply with any other conditions that are set forth in the permit to hold this event. I agree to take this Petition to each resident on the target block or give reason why resident was not contacted.

Whyllis Hall
 Signature of Person Circulating the Petition

6-4-18
 Date

Resident/Business Representative: Please indicate whether you/your business approve (yes) or disapprove (no) of the proposed encroachment. Please sign below, include your telephone number and check the appropriate box.

Address	Contact No.	Signature	Yes	No
<u>609 Oak St. Oakland 94602</u>	<u>(510) 302-8745</u>	<u>Cory Whiteside</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3255 SAN PABLO AVE Apt 304</u>	<u>(510) 677-6043</u>	<u>Dana Norman</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>2298 San Pablo Ave #102 Oakland 94612</u>	<u>(510) 827-8536</u>	<u>Patricia Callaway</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>1114 Adeline St. Oakland, 94607</u>	<u>(510) 398-6184</u>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>692 - 36th ST. Oakland Ca.</u>	<u>(510) 681-7155</u>	<u>Wendy Thomas</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3255 San Pablo Ave Apt 303 Oakland 94612</u>	<u>(510) 365-4316</u>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3250 San Pablo Ave #103 Oakland</u>		<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>1955 San Pablo 408 Oakland</u>		<u>Piana De...</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>925 Brockhurst St. Oakland</u>	<u>(510) 978-9160</u>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3208 San Pablo, OAK.</u>	<u>510 866 4248</u>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>925 Brockhurst St. Oakland 94608</u>	<u>510-923-9600x231</u>	<u>Susan Walker</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>925 Brockhurst St Oakland 94608</u>	<u>5103671717</u>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>925 Brockhurst St. Oakland 94608</u>	<u>510724-2479</u>	<u>Mario Castillo</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>925 Brockhurst St Oakland</u>	<u>510 423-2254</u>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>925 Brockhurst St, Oakland</u>	<u>510-282-9667</u>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>925 Brockhurst St Oakland</u>	<u>510-689-9819</u>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>925-Brockhurst St.</u>	<u>510 923-9600</u>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



OAKLAND POLICE DEPARTMENT
Encroachment Petition
TF-696-3 (Jul 10)

Name of Person/Organization Circulating Petition
ST. Mary's Center / ATTITUDINAL HEALING CONNECTION
 Address of Person/Organization Circulating Petition
925 Brockhurst St. Oakland CA 94608 / 3278 West St. Oakland 94608

I / My organization request your approval to encroach upon the block(s) of:

32nd ST. between San Pablo Ave and Filbert St.
St. Andrew's Plaza During July 2018

Day of Encroachment	Date of Encroachment	Start Time	End Time

As required by the Oakland Police Department, I agree to install street barricades for the event, to clean the area after the event, to reimburse the City for any expenses that may have incurred as a result of the event, and to comply with any other conditions that are set forth in the permit to hold this event. I agree to take this Petition to each resident on the target block or give reason why resident was not contacted.

Signature of Person Circulating the Petition _____

Date _____

Resident/Business Representative: Please indicate whether you/your business approve (yes) or disapprove (no) of the proposed encroachment. Please sign below, include your telephone number and check the appropriate box.

Address	Contact No.	Signature	Yes	No
<u>3255 San Pablo Ave</u>	<u>1</u>	<u>3250 SAN PABLO</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3255 San Pablo Ave #208</u>	<u>510435-5279</u>	<u>Shukri Abdullah</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3255 San Pablo Ave</u>	<u>510-706-7288</u>	<u>San Pablo</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>3255 San Pablo Ave</u>	<u>510 595-0293</u>	<u>3255 SAN PABLO</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3255 San Pablo Ave</u>	<u>510 595-0293</u>	<u>3255 SAN PABLO</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3255 San Pablo Ave</u>	<u>Private</u>	<u>John Blin</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3255 San Pablo Ave</u>	<u>Private</u>	<u>William Johns</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3250 San Pablo Ave</u>	<u>Private</u>	<u>Douglas Robert</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>3421 Adeline St</u>	<u>Private</u>	<u>ESTER JHANA</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>925 Brockhurst</u>	<u>Private</u>	<u>Hugh Dennis</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>3202 SAN PABLO AVE</u>	<u>510 923-0996</u>	<u>Beverly Speers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>925 BROCKHURST ST</u>	<u>415 756 9671</u>	<u>Wanda Jones</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>186 32nd Oakland CA 94608</u>	<u>94560</u>	<u>Dwayne Jackson</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Address	Contact No.	Signature	Yes	No
1011 Meluk Jones		MICHAEL DAVIS	✓	
2602 Adeline St.		Tommy	✓	
925 Brockhurst St Oakland		Alvarez	✓	
6794 3rd St CAK		Ron Anderson	✓	
3250 San Pablo Ave #511 Oakland		Guan, Zhen Xia	✓	
3200 San Pablo Ave 301		you - Xing Zhou	✓	
3250 SAN PABLO AVE #67		Zhu Li Di	✓	
2nd AVE ZHANG				
5447 RANDSO #103		ZHAOLIN ZHANG	✓	
Don Harris		641 West Grand Ave Oakland Calif.		
Mike 1214 32nd St. Oak		Mike Mikael	✓	
1634 15th St Oakland CA #536				
limolby Markelly Tucker		Timothy Mullarky Tucker	✓	
140 Montecito Oakland CA #308		John	✓	
3242 LINDEN ST OAKLAND		Jessica K. Wardell	✓	
3250 San Pablo Ave		John	✓	
835 ASPEN ST		Michael	✓	
2298 San Pablo		Kenneth Brody	✓	
925 Brockhurst St		John	✓	
1955 San Pablo Ave		Samuel J. Smith	✓	
32 Linden (108) Oak Co.		John Lundo	✓	
2371 Est 21st Street Oak Calif		Ronald J. Dunstun	✓	
3955 San Pablo Ave #11		John	✓	
925 Brockhurst		John	✓	
Bernard Hardy		118-32nd St	✓	
2451 RIDGE RD, BERKELEY		Mathie Morgan	✓	
2298 San Pablo Ave ^{Oakland 94612}		Jamie W. Munday	✓	
3250 San Pablo Ave #310		William L. Collins	✓	
3750 Loma Vista Ave		John	✓	
925 Brockhurst		Guillermo Martin	✓	
3098 San Pablo Ave		Sharon Gentry	✓	
814 MacArthur		John	✓	
Bessie Dean		3255 San Pablo Ave	✓	
925 Brockhurst St		Chavez	✓	
Lean Ban		3250 San Pablo	✓	
9110 MacArthur Blvd		Loraine Dean	✓	
924C mandela Hwy		John	✓	
Oakland CA; 94607		Phyllis Kelly	✓	
3309 ARNOLD #2 94611		John	✓	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman PHONE (A/C, No, Ext): (415) 978-3800 FAX (A/C, No): (415) 978-3825 E-MAIL ADDRESS: kberkman@calrob.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Nonprofits' Insurance Alliance of CA (NIAC)</td> <td></td> </tr> <tr> <td>INSURER B : Zurich American Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nonprofits' Insurance Alliance of CA (NIAC)		INSURER B : Zurich American Insurance Co.		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Attitudinal Healing Connection, Inc. 3278 West Street Oakland CA 94608														

COVERAGES **CERTIFICATE NUMBER:** CL17112820009 **REVISION NUMBER:**

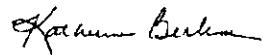
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2017-09032-NPO	12/08/2017	12/08/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			2017-09032-NPO	12/08/2017	12/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2017-09032-UMB-NPO	12/08/2017	12/08/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 91-95-972-04	05/31/2018	05/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIM.T \$ 1,000,000
A	Sexual Misconduct Liability			2017-09032-NPO	12/08/2017	12/08/2018	Each claim \$ 1,000,000 Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oakland, its councilmembers, officers, directors, agents, employees & volunteers are all included as additional insured as per the attached endorsement

CERTIFICATE HOLDER**CANCELLATION**

City of Oakland Public Art Program 1 Frank H. Ogawa PL - 9th FL Oakland CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Named Insured: Attitudinal Healing Connection, Inc.

Policy: 2017-09032-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

CG 2026 (07/04)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman PHONE (A/C, No, Ext): (415) 978-3800 E-MAIL ADDRESS: kberkman@calrob.com	FAX (A/C, No): (415) 978-3825
	INSURER(S) AFFORDING COVERAGE	
INSURED Attitudinal Healing Connection, Inc. 3278 West Street Oakland CA 94608	INSURER A: Nonprofits' Insurance Alliance of CA (NIAC)	
	INSURER B: Zurich American Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

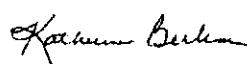
COVERAGES **CERTIFICATE NUMBER:** CL17112820009 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2017-09032-NPO	12/08/2017	12/08/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2017-09032-NPO	12/08/2017	12/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2017-09032-UMB-NPO	12/08/2017	12/08/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 91-95-972-04	05/31/2018	05/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Misconduct Liability			2017-09032-NPO	12/08/2017	12/08/2018	Each claim \$ 1,000,000 Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oakland, its councilmembers, officers, directors, agents, employees and volunteers are all included as additional insured as per the attached endorsement

CERTIFICATE HOLDER City of Oakland City Administrator 1 Frank H. Ogawa PL - 11th FL Oakland CA 94612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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© 1988-2015 ACORD CORPORATION. All rights reserved.

Named Insured: Attitudinal Healing Connection, Inc.

Policy: 2017-09032-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

MURAL AGREEMENT
Between
ST. MARY'S CENTER AND ATTITUDINAL HEALING CONNECTION

THIS MURAL AGREEMENT (the "Agreement") is entered into effective as of June 21, 2018 (the "Effective Date") by and between St. Mary's Center, a California domestic nonprofit corporation ("Property Owner") with its principal address at 967 – 32nd Street, Oakland, California 94608, and Attitudinal Healing Connection Inc., a California domestic nonprofit corporation ("AHC"), with its principal address at 1980 Mandela Parkway, Oakland, California 94607. Property Owner and AHC are the only parties to this Agreement and are each referred to herein as a "Party" and together as the "Parties."

Background

- A. St. Mary's Center is a non-profit organization that serves as a community of hope, justice, and healing that serves at-risk seniors and preschoolers in the heart of Oakland; and
- B. AHC is a not-for-profit organization created for the purpose of empowering individuals to be self-aware and inspired through art, creativity, and education; AHC helps people make positive choices to break the cycle of violence for themselves and our communities; and
- C. The Parties wish for AHC to develop the St. Andrews Super Heroes mural to express the rich cultural history of Oakland and the legacy, dreams and desires of elder participants of St. Mary's Center for positive community change, as further described in, and subject to the terms and conditions of, this Agreement.

In consideration of the Parties' mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, subject to this Agreement's terms and conditions, further agree as follows:

- 1. **SERVICES. / DELIVERY PHASES.** "AHC" shall hereby serve as "Art Orchestrator" to create for Property Owner the original graphic, photographic, fine art and/or other work as described on Exhibit A attached hereto and hereby incorporated by this reference (the "Work"). Property Owner understands that the Work will be conceptually designed by St. Mary's Center elders, and in accordance with Property Owner's direction. AHC shall engage local artists to replicate St. Mary's Center elder's initial design ideas, utilizing elder-created images and stories as a reference for the Work.
- 2. **DELIVERY PHASES.** AHC shall deliver the Work to Property Owner as follows:

Phase 1 Description:	AHC shall provide clear communication with Property Owners; facilitate elder engagement; hire, manage and guide lead and local artists; manage budget and artist contracts; organize meetings and artist schedules; manage and maintain equipment and supplies; refer and communicate important details to Property Owners pertaining to media leads, etc. AHC will work with St. Mary's Center Art Director Susan Werner for elder engagement and involvement. AHC shall search, hire and provide leadership and direction to lead artist to submit rough sketches that illustrate a draft design that incorporates ArtEsteem student conceptual designs into a professional draft rough sketch. The draft rough sketch design shall be submitted to Property Owner on or before June 19, 2018 for display, engagement and feedback from Property Owners, AHC and elders.
Phase 1 Amount Due:	\$0
Phase 2 Description:	AHC shall submit a preliminary final design of the Work on or before June 26, 2018 for discussion, feedback and approval by Property Owners.
Phase 2 Amount Due:	\$0

Phase 3 Description:	AHC shall submit application with final design of the Work to City of Oakland Public Art Advisory Committee by July 2, 2018.
Phase 3 Description:	\$0
Phase 4 Description:	Lead the final production and painting of the Work by managing, guiding and engaging lead and local artists, in replicating the final design on St. Mary's Property located at 967 – 32nd Street, Oakland, CA 94608. Project shall be complete by July 27, 2018.
Phase 4 Amount Due:	\$0

3. **PAYMENT.** Subject to Artist's compliance with the terms and conditions of this Agreement, for Artist's services and the transfer of rights described in this Agreement, there will be no payment required for the services in this agreement.

4. **ACCEPTANCE.** As used herein, "Accept(*)" means the following process: Upon Property Owner's receipt of, or access provided by AHC to the deliverable(s) described in Section 1 above, Property Owner will begin evaluation and shall notify AHC within five (5) business days thereafter whether each deliverable is acceptable to Property Owner. Acceptance shall not be unreasonably withheld, but ultimately is within the sole and absolute discretion of Property Owner. If Property Owner rejects any deliverable, in whole or in part, Property Owner shall provide AHC with Property Owner's reason(s) for doing so, and AHC shall use its best efforts to promptly correct the reasons Property Owner provided for rejecting such portion(s) of the deliverable. This procedure shall be repeated seriatim, unless and until (i) Property Owner notifies AHC in writing (email shall suffice for this purpose) that Property Owner has Accepted each deliverable, or (ii) after three (3) efforts, the deliverable has not been Accepted and either Party gives notice to the other Party of its wish to terminate this Agreement, in which case Property Owner shall have no right to use any such not Accepted deliverable provided to it by AHC and AHC shall have no right to the portion(s) of the Fee pertaining to the portion(s) of the Work not Accepted by Property Owner.

5. **RIGHTS IN WORK PRODUCT.** The Parties intend for the Work to be a "work made for hire," as defined in the United States Copyright Act, to the fullest extent permitted under applicable law. The copyright, and all right, title, interest and any other intellectual property rights which may attach to the Work shall belong exclusively to Property Owner. AHC agrees that other artists and/or agents, if any, who perform Artist duties under this Agreement have signed or will sign an agreement containing substantially the same terms as are contained in this Agreement, including without limitation this Section 5. If the Work is for any reason deemed not to constitute a work made for hire, and/or if AHC or Artist's affiliates, heirs or representatives should, by operation of law or otherwise, be deemed to retain any rights to the Work, for good and valuable consideration, including, without limitation, the consideration recited herein, the sufficiency of which is hereby acknowledged, AHC does hereby grant, convey, sell, assign, transfer and deliver unto Property Owners, its successors and assigns, all of AHC's right, title, interest, copyrights and any and all other intellectual property rights (whether now known or hereafter created), including any and all other property rights of any nature whatsoever, in and to the Work. Artist also agrees that any Artist affiliate, heir and/or representative who obtains any rights to the Work shall be caused, by AHC and the express terms of this Agreement, to assign all right, title and interest in the Work to Property Owners to the maximum extent permitted by law and, that should any Artist rights therein be terminated by operation of law or otherwise, Property Owners shall have sole and exclusive rights of first refusal regarding any third party offer to buy and/or license such rights from AHC and/or Artist's affiliates, heirs and/or representatives. AHC will, upon the request of Property Owners, its agents and/or attorneys, execute further written agreements to perfect Property Owner's interest in the Work.

6. **MORAL RIGHTS.** With respect to the Work, AHC hereby expressly and forever waives any and all of AHC's moral rights arising under 17 U.S.C. section 106A(a) (the Visual Artists Rights Act of 1990) and California Civil Code section 987 (the California Art Preservation Act), and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under 17 U.S.C. section 106A(a) and California Civil Code section 987, or any other type of moral rights or droit moral. The foregoing waiver applies to all applicable uses reserved to an owner of a lawfully copyrighted work under the copyright laws, including but not limited to, the Work's display, removal from display, exhibition, installation, conservation, storage, study, alteration and any and all other applications in which either the attribution right, the integrity right, or the personal moral right may be implicated. Property Owners or its assignees, ("Property Owner

Parties," each a "Property Owner Party") have the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in such Property Owner Party's sole discretion. Property Owner Parties have no obligation to pursue claims against third parties for modifications or damage to the Work done without the applicable Property Owner Party's authorization. However, a Property Owner Party may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without such Property Owner Party's authorization. In the event that a Property Owner Party pursues such a claim, AHC shall cooperate with such Property Owner Party's efforts to prosecute such claims.

7. **LICENSE TO USE THE WORK.** Subject to the terms and conditions of this Agreement, Property Owner hereby grants to AHC a limited, non-exclusive right to (i) reproduce the Work for use in AHC's portfolio and non-profit marketing and promotional efforts, and (ii) use the Work, for purposes that benefit AHC, but only if AHC identifies the Work as being in partnership with St. Mary's Center and includes any other required attribution, as indicated by Property Owner.

8. **COMMUNITY AND PUBLIC PARTICIPATION.** Upon reasonable request by Property Owner, AHC agrees to participate in community activities that involve and enlighten the community about St. Mary's Center value for the arts, community engagement and preservation. AHC shall lend AHC's support, name, and image to Property Owner's marketing efforts in connection with the Work. AHC's participation shall include, without limitation: (i) participating in interviews, whether for trade publications, mainstream media, or otherwise; (ii) providing Property Owner with text for Property Owner to use in its marketing efforts; (iii) being available for photographs taken by Property Owners or photographers hired by Property Owner; and (iv) attending receptions/events requested by Property Owner to support the Work. At all times AHC provides services in connection with this Agreement, AHC shall perform to the best of AHC's ability, in an appropriate and conscientious manner and shall use reasonable efforts to endorse Property Owner. Should Property Owner ever desire to use AHC's work in an individual (i.e., not coupled with the works of other Artists) sale, Property Owner shall notify AHC and AHC shall then cooperate in negotiating the price and percentage to be earned by AHC and Property Owner. Such cooperation shall include, without limitation, autographing the piece, overseeing production and participating in public announcements.

9. **PUBLICITY / ATTRIBUTION RIGHTS.** AHC hereby grants to Property Owner the perpetual, irrevocable, worldwide right, but not the requirement, to attribute certain authorship of the Work to AHC and to use and display AHC's identity (including name, voice, signature, photograph, image, likeness, distinct appearance, gestures, mannerisms, other identification, and biographical material concerning AHC for purposes of trade and otherwise without restriction in connection with the Work hereunder and any products derived therefrom) to promote, advertise, publicize, produce, reproduce, distribute, sublicense, and/or exploit the Work in any and all media and using any and all technologies whether now known or later created and AHC hereby expressly and forever waives any and all claims and causes of action against any Property Owner Indemnified Party (as defined in Section 13) for any violation of AHC's rights of publicity and/or privacy (including under Cal. Civ. Code §§ 3344, 3344.1) in connection therewith.

10. **CREDIT.** Property Owner agrees to acknowledge AHC in connection with the Work in, but not limited to, publicity, presentations, exhibitions, reports, and fundraising activities. Any failure to accord such credit shall not be deemed a breach of this agreement and AHC's sole right and remedy in that event shall be to notify Property Owner in writing of such failure, after which Property Owner shall use reasonable efforts to effect such credit.

11. **NO EMPLOYMENT RELATIONSHIP.** AHC is an independent contractor and shall not under any circumstances be considered Property Owner's employee. AHC shall be solely responsible for Artist's supplies, work environment and all payments to any third party AHC uses to perform any AHC obligation pursuant to this Agreement. AHC is responsible for payment of all taxes on compensation paid to AHC under this Agreement including, without limitation, state and federal withholding taxes on income, Social Security and Medicare taxes, and State Disability Insurance payments.

12. **CONFIDENTIALITY.** In the performance of this Agreement, Artist may have access to AHC information that is considered confidential and proprietary and/or that represents AHC's trade secrets. Such information, referred to in this

Agreement hereafter as "Confidential Information," shall include all know-how, data and other information not in the public domain which relate to, are embodied in, or are associated with the business of AHC, including the Work created under this Agreement, the technology, services, business, customers and/or affairs of AHC, whether disclosed orally, in writing, or in any other recorded or tangible form. All materials provided to Artist shall be presumed to be Confidential Information unless otherwise expressly agreed upon in writing. Artist agrees, with respect to such Confidential Information, to: (i) use it only to carry out Artist's responsibilities pursuant to this Agreement; (ii) reasonably safeguard it from disclosure; (iii) disclose it any person or entity only with AHC's prior written consent; and (iv) return it in any tangible form to AHC upon termination of this Agreement or upon request and to retain no copies or reproductions of such Confidential Information.

13. **WARRANTIES / INDEMNIFICATION.** AHC warrants to Property Owner that: (i) AHC will not incorporate into the Work any images, materials and/or documents proprietary in any way to any third party, unless AHC has obtained express written authorization from such third party to thus incorporate such third party work, it being specifically understood that Property Owner authorizes AHC to incorporate into the Work student design ideas provided to AHC for such specific purpose and as described in Section 1 of this Agreement; and (ii) the Work will be original and will not infringe the copyright, trademark, trade secret, patent, moral right, and/or other intellectual property right of any third party. AHC hereby agrees to defend, indemnify and hold Property Owner, its shareholders, officers, directors, agents, lawyers, employees and any of its related entities (each, a "Property Owner Indemnified Party") harmless against any and all claims, demands, actions, causes of action, lawsuits, judgments, costs, expenses, attorney and expert witness fees, and other liabilities of every nature ("Claim") arising out of or related to AHC's design, manufacture, and/or delivery of the Work and/or for the breach, alleged breach and/or inaccuracy of any of AHC's warranties, representations, and/or covenants contained in this Agreement. Property Owner hereby agrees to defend, indemnify and hold AHC, its shareholders, officers, directors, agents, lawyers, employees and any of its related entities (each, an "AHC Indemnified Party") harmless against any and all claims, demands, actions, causes of action, lawsuits, judgments, costs, expenses, attorney and expert witness fees, and other liabilities of every nature ("Claim") arising out of or related to AHC's design, manufacture, and/or delivery of the Work and/or for the breach, alleged breach and/or inaccuracy of any of AHC's warranties, representations, and/or covenants contained in this Agreement.

14. **LIMITATION OF LIABILITY.** PROPERTY OWNER SHALL HAVE NO LIABILITY TO AHC OR ANY THIRD PARTY, ARISING OUT OF THE USE OF THE WORK, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, ARISING FROM TORT, CONTRACT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFIT OR REVENUE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **CONFLICT OF INTEREST.** AHC may perform services for others during AHC's creation of the Work, but warrants to Property Owner that there does and shall exist no actual or potential conflict of interest concerning the services performed under this Agreement and that AHC's performance hereunder does not require the breach of any agreement or obligation to keep in confidence the proprietary information of any third party.

16. **NO ASSIGNMENT OF ORGANIZATIONAL SERVICES.** This Agreement is for AHC's organizational services and neither the Agreement nor AHC's performance hereunder may be assigned by AHC and/or any third party under any circumstances, including, but not limited to, by court order, operation of law, statute, regulation, ordinance, or otherwise, without Property Owner's prior express written consent, which consent Property Owner may grant or withhold in its sole and absolute discretion.

17. **INTEGRATION, MODIFICATIONS AND WAIVERS.** This Agreement constitutes the Parties' entire agreement and understanding and cancels, terminates and supersedes all previous representations, understandings, or agreements, oral or written, between them relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants and/or understandings other than those contained herein. Either Party's failure at a particular time to insist upon the other Party's strict performance of any provision of this Agreement will not be construed as a waiver or relinquishment of (or otherwise prevent) its right to later enforce claims arising out of such provision(s). No waiver amendment and/or modification shall be effective unless the Parties expressly agree in writing. No extension of time for the performance of any

obligation or act hereunder shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

18. **NOTICE.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or by nationally recognized courier to each Party at its respective address set forth at the beginning of this Agreement and to the attention of the respective signatory for each Party as set forth in the signature block below, or as otherwise designated in writing by either of the Parties. Notices shall be effective when given if personally delivered or on the date receipt is confirmed if sent by courier.

19. **FORCE MAJEURE.** Nonperformance of either Party, shall be excused to the extent and only for so long as performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the nonperforming Party; provided that any Party so affected provides the other Party with notice thereof promptly at the first reasonable opportunity and, in any event, not later than ten (10) days following the discovery of any such condition.

20. **GOVERNING LAW/VENUE.** This Agreement shall be exclusively interpreted, construed and enforced in all respects in accordance with the laws of the State of California without reference to its choice of law rules. Venue for any and all disputes hereunder, or action on any obligation hereunder, will be exclusively brought in an appropriate state court in Oakland, California or federal court in the Northern District of California, and the Parties irrevocably consent to the jurisdiction of such courts for any dispute hereunder or action on any obligation hereunder.

21. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of this Agreement shall be deemed to be, and shall remain, fully valid and enforceable and shall not affect any other term or provision. This Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

22. **MISCELLANEOUS.** Section headings are for convenience only and shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect. When initially capitalized, the terms used in this Agreement shall have the meanings ascribed to them. This Agreement shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Agreement. Unless otherwise explicitly stated, all references in this Agreement to "day(s)" refer to calendar and not business days. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, permitted assigns, successors-in-interest, and legal representatives. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted electronically, whether sent via facsimile or as attached files (e.g. .PDF), shall be acceptable to bind the Parties and shall not in any way affect this Agreement's validity.

IN WITNESS WHEREOF, the Parties have executed this Agreement by a duly authorized representative and acknowledge that they understand and agree to be bound by this Agreement's terms and conditions.

ST. MARY'S CENTER

By: Carol Johnson
Title: Executive Director
Date Signed: 6/21/2018

AHC

By: [Signature]
Title: Executive Director
Date Signed: 6/21/18

EXHIBIT A

Description (or Depiction) of the Work





Cultural Affairs Division
Economic & Workforce Development Department

TO: Public Art Advisory Committee
ATTN: Allison Cummings and Bryan Cain, Co-chairs
FROM: Kristen Zaremba, Public Art Coordinator
DATE: July 2, 2018
RE: Rainbow Recreation Center – Public Art Project Artist Recommendation

SUMMARY

Staff recommends that the Public Art Advisory Committee (PAAC) accept the selection panel's recommendations of Delaine Hackney and Johanna Poethig as finalists; and (name to be provided at PAAC meeting) as the recommended artist for the Rainbow Recreation Center Public Art Project.

SELECTION PROCESS

Due to project funding requirements and a restricted schedule for the Rainbow Recreation Center Public Art Project an artist was selected from a short list of qualified artist candidates from the Oakland Pre-Qualified Artist Pool.

Previously, the Public Art Program issued a Request for Qualifications for a pre-qualified artist pool. Practicing, professional artists or artist teams living or working in the Northern California Bay Area region, defined as the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, Santa Clara, San Mateo, Santa Cruz, Solano and Sonoma, were eligible to submit their qualifications for possible commission on various projects.

The City received a total of 152 applications to the artist pool. Staff reviewed all applications and forwarded the 129 eligible applications to the selection panel. Criteria for the selection of artists are found in the Oakland 2011 Pre-Qualified Artist Pool Request for Qualifications (RFQ). The panel recommended 72 finalists.

Voting members of the pre-qualified artist pool selection panel were local arts representatives Kevin Chen, Program Director, Intersection for the Arts and Public Art Advisory Committee member; Joyce Gordon, Joyce Gordon Gallery owner and Cultural Affairs Commission representative; Amana Johnson, Oakland-based public artist; and Amy Stimmel, Alameda County Public Art Coordinator. The panel was facilitated by Public Art Program staffers Steven Huss and Kristen Zaremba.

For the Rainbow Recreation Center Public Art Project, the short list of ten (10) eligible artists/artist teams with experience working in suitable materials (tile and mosaics or equivalent, suspended sculpture, glass) was developed to be reviewed and interviewed by a panel of City and community representatives. A community-based selection panel met on June 8, 2018 at the Digital Arts and Culinary Academy, adjacent to the project construction site, to review artists' credentials from the eligible pool.

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The panel selected Delaine Hackney and Johanna Poethig (both based in Oakland).as finalists to be interviewed prior to making a final recommendation. The finalists attended a site visit orientation meeting on June 18, 2018 to become familiar with aspects of the project, and ask questions of City staff.

The selection panel met a second time on June 29, 2018 to interview the finalists and review preliminary concept proposals. After careful consideration and discussion of the merits of each presentation, they reached a final recommendation to award the commission to (name to be provided at meeting).

Voting members of the Rainbow Recreation Center Public Art Project selection panel were community representatives Jose Chesmore, Karen Harris, Brenda Johnson and Katch Keating. Advisory (non-voting) panel members included project architect Dong Kim, CIP Coordinator Denise Louie (first panel only), and Recreation Center Directors Claytoven Richardson and Horace Washington. The panel was facilitated by Public Art Coordinator Kristen Zaremba.

FISCAL IMPACT

The Rainbow Recreation Center Public Art Project is funded through City of Oakland percent for art funds (per Ordinance Number 11066 C.M.S) by Measure KK and Prop 84 state funds. Once approved by the PAAC, the selected artist will be contracted for design development, fabrication and installation or installation coordination of the final artwork in an amount up to one hundred thirty-eight thousand dollars (\$138,000). A portion of the budget, will be administered through the project general contractor.

BACKGROUND

The Oakland Public Art Program agreed to commission an artist to enhance the Rainbow Recreation Center capital improvement project at 5800 International Boulevard, Oakland, CA 94621.

Finalists were asked to develop preliminary concepts and to consider how they would approach working with the Rainbow community to develop final designs. Multiple exterior locations, most notably the front façade and entry of the facility, as well as open space areas behind the center, were recommended for public art. The new work should successfully compliment artwork incorporated by design team artist Peter Richards and outdoor basketball "Project Backboard" gift-in-place artist Muzae Sesay.

The selected artist will develop final designs with community input during the summer, for design review by the PAAC in September 2018 and subsequent fabrication. The permanent artwork must be completed by November 30, 2018, for on-site installation by licensed contractors in December 2018.

RECOMMENDATIONS

Staff recommends that the Public Art Advisory Committee (PAAC) accept the selection panel's recommendations of Delaine Hackney and Johanna Poethig as finalists to receive an design Honoria of \$750. (each), and to approve (name to be announced at PAAC meeting) as the recommended artist to receive a commission of up to \$138,000. for design, fabrication and installation of artwork for the Rainbow Recreation Center Public Art Project.

Respectfully submitted,

Kristen Zaremba, Public Art Coordinator

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