



# OAKLAND SUPER HEROES MURAL PROJECT

## A PROJECT OF ARTESTEM

### Organization Background

The mission and purpose of Attitudinal Healing Connection, Inc. (AHC) is to empower individuals to be self aware and inspired through arts, creativity, and education, making positive choices to break the cycle of violence for themselves and their communities. AHC envisions a world where everyone is whole, safe, loved, educated and valued. For more than 24 years AHC has, with great success, provided access to the arts for schools that lack the resources and provided healing and creative programs to at-risk communities in Oakland through creative expression. AHC's award winning program ArtEsteem has served as a vital force to creatively galvanize the resources to provide arts integrated curriculum with a focus on social justice and self-development to over 57 at-risk schools and communities since 1995 reaching over 50,000 children, youth and families.

### Project Background

Oakland Super Heroes Mural Project (OSH) is a crucial community development effort by AHC in Oakland that will engage hundreds of youth in the ArtEsteem program to be change agents in their community. This project aims to resolve issues that plague our city, create jobs, enhance our neighborhoods and reduce blight. The goal is to cultivate, educate and engage youth in community issues and solutions through the power of public art.

### Project Proposal

AHC will provide administrative oversight, leadership, project management and publicity for the creation of a mural for the City of Oakland at the M. Robinson Baker YMCA facility in West Oakland. AHC will engage the City of Oakland's Neighborhood Services Division to brainstorm and develop ideas that will be embedded in the development of the mural. In partnership with the City of Oakland's Community Building Coordinator AHC will work with 9 youth participating in the Mayor Summer Job Program who will conceptually develop the design to be enhanced, cultivated and painted by the public, a select team of 4 to 5 chosen from the 9 participating youth, a lead artist and an assisting artist.

The program will take place for seven weeks beginning July 7<sup>th</sup> and ending August 22<sup>nd</sup>. Each week youth participants will be engaged in 8 hours of instruction that will range from surveying the community, exploring, researching and brainstorming the design, strategizing and coordinating public participation in the Friday Night Live events and painting the final design.

AHC will hire a lead artist and assistant artist that will work with the participants to develop images and ideas for a final design, matched to scale of the designated wall, to be presented and approved by the City of Oakland's Neighborhood Services Division and other necessary bodies/leaders. The lead artist will meet, listen, discuss and work with the students, AHC and the City of Oakland's Community Building Coordinator to adjust and make edits to the design.

The lead artist will engage a minimum of two and a maximum of three additional artists to replicate and render the design on the designated surface to be mounted on the M. Robinson Baker YMCA. The lead artist will manage the entire production of the mural from start to finish and provide guidance and support for the youth and assisting artists.

## Budget

<b>Personnel</b>		<b>Total</b>
<b>Title</b>	<b>Rate</b>	<b>Cost</b>
Project Director	\$ 2,000.00	\$ 2,000.00
Lead Artist(s)	\$ 3,000.00	\$ 3,000.00
Assisting Artist(s)	\$ 1,500.00	\$ 1,500.00
Photographer	\$ 400.00	\$ 400.00
<b>PERSONNEL SUBTOTAL</b>		<b>\$ 6,900.00</b>
<b>Other Direct Costs</b>		
Supplies/maintenance		\$ 1,765.00
Mural Staging Frame		\$ 500.00
<b>OTHER DIRECT COSTS SUBTOTAL</b>		<b>\$ 2,265.00</b>
<b>TOTAL DIRECT PROGRAM COSTS</b>		<b>\$ 9,165.00</b>
Administration (20% of direct project costs)*		\$ 1,833.00
<b>TOTAL</b>		<b>\$10,998.00</b>

\* Administration costs include the following: administering the provision of/purchase of art supplies; human-resources activities for artists (hiring, training, payroll, meetings, etc.); workers' compensation and/or organizational liability insurance; production and usage of proprietary ArtEsteem curriculum; artists' use of AHC facilities/office supplies/office equipment; Project Director's time for program-design discussions and contracting with businesses, planning and troubleshooting processes and instruction throughout the project, conducting school and artist meetings, etc.

## Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into effective July 11, 2014, by and between Attitudinal Healing Connection, Inc. (AHC), and The Young Men's Christian Association of the East Bay (YMCA or Property Owner). AHC and the YMCA together constitute "the Parties."

AHC wishes to create and attach a public mural on the exterior wall (adjacent to Brockhurst St.) of the YMCA property at 3265 Market Street, Oakland, California (the Premises).

The YMCA as Property Owner controls the Premises and wishes to authorize AHC to create and install the Mural.

Therefore, in consideration of the mutual obligations set forth herein, and intending to be legally bound, the Parties agree as follows:

1. Property Owner hereby authorizes AHC to create and install the Mural. Said Mural will remain in place for a period of no less than one (1) year, from the date of installation, provided that, in accordance with the terms of this agreement, it is properly maintained by AHC. This time period may be extended by mutual agreement of the Parties in writing. Any and all costs to install, repair, maintain, restore or remove the Mural will be paid by AHC.
2. Property Owner hereby grants AHC and its authorized agents reasonable access to and use of the property as necessary to create the Mural, including reasonable access and use necessary for the installation, maintenance and removal. Advanced notification will be provided to property owner for such access to be granted.
3. Property Owner shall bear no responsibility for any bodily or personal injury to AHC staff, artists or volunteers occurring in the course of the creation, installation, repair, restoration or removal of the Mural. A *YMCA Release and Waiver of Liability and Indemnity Agreement* must be signed by artists, parents of all youth involved in the project, as well as any other volunteers, vendors or individuals representing other agencies participating in the Mural project.

AHC agrees to defend, indemnify, and hold harmless the YMCA and its officers, directors, affiliates, members, successors and assigns, and employees from any and all claims, injuries, damages, suits, costs, expenses (including reasonable attorney's fees), or other liability of whatever nature and description, arising out of or related in any way to this MOU and/or the Mural project, including those for personal injury, death, or property damage, except to the extent resulting from the willful misconduct of such indemnified persons. This provision shall survive any termination or expiration of this Agreement.

4. AHC agrees to provide the following:

- Evidence of General Liability Insurance, covering bodily injury and property damage liability, with limits no less than \$1,000,000 each occurrence, with minimum \$2,000,000 general aggregate.
- Certificate of insurance, with endorsements, naming The Young Men's Christian Association of the East Bay as Additional Insureds. Primary to YMCA coverage, separation of insureds provision. Provided in advance of project commencement.
- Evidence of Workers' Compensation Insurance, with at least statutory limits.
- Insurance company ratings of at least A VIII, as rated by A.M. Best, or otherwise acceptable to YMCA.

## Memorandum of Understanding

5. AHC shall ensure that Property Owner, its tenants, invitees and guests, have unimpeded use and enjoyment of the Premises during the installation and maintenance of the Mural.
6. The YMCA will specify what imaging they would like to see in the mural, and how their core values should be involved. YMCA input will be integral to the planning and designing of the project. The YMCA reserves the right to have final approval of the mural before it is installed on the Premises.
7. Upon the completion of the Mural, ACH shall leave the Premises as it found it, except for the addition of the Mural and any improvements incidental to the creation of the Mural.
8. ACH shall monitor the condition of the completed Mural from time to time, and may repair and restore the Mural provided that AHC shall give reasonable notice to Property Owner, and shall honor any request by Property Owner to delay or reschedule work, and before re-entering the Premises for the purposes of repairing, restoring the Mural.
9. At the conclusion of term of this agreement, ACH shall at its sole expense, remove the Mural and make any necessary repairs to return the Premises to its original condition. All repairs will be performed in a workmanlike manner utilizing good quality materials.
10. The Property Owner shall not repair, alter, restore or remove any portion of the Mural, during the period of the agreement except:
  - If the Property Owner has determined that repair or removal of the Mural is necessary to eliminate an imminent threat of physical injury to persons or property, Or
  - The Property Owner has notified AHC of the situation, and AHC has failed to remedy the situation within 72 hours of receiving such notice, Or
  - The Property Owner has determined that the wall is to be removed or physically altered in such a way that the Mural cannot remain in place, the Property Owner has notified AHC of the situation, and AHC has failed to remove the Mural within 10 business days of receiving such notice.

AHC shall bear all costs of any work performed on or in connection with the Mural by the Property Owner pursuant to this paragraph.

10. If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via prepaid U.S. certified or registered postage addressed to recipient as follows:

### Property Owner

Name: Young Men's Christian Association of the East Bay  
Address: 2330 Broadway, Oakland CA 94612  
Telephone: 510-318-7607

### Partner Agency

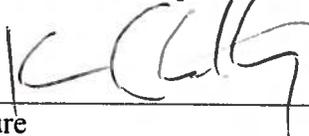
Name: Attitudinal Healing Connection, Inc.  
Address: 3278 West Street, Oakland CA 94608  
Telephone: 510-652-5530

11. This Agreement is governed by and construed in accordance with the laws of the State of California.

# Memorandum of Understanding

The Parties are executing this Agreement as of the date stated in the introductory clause above.

## Authorized AHC Representative

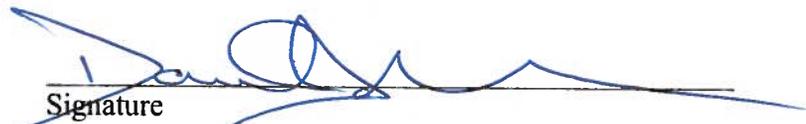
  
Signature

7/17/14  
Date

Print Name: KOKOMON CLOTLEY

Title: EXECUTIVE DIRECTOR

## Authorized YMCA Representative

  
Signature

7/17/14  
Date

David Johnson  
Print Name

Senior Vice President  
Title



Handwritten text at the top center of the page, possibly a title or artist's name.

