



Dear Artist Laureate Applicant:

Thank you very much for exploring the possibility of applying for the Artist Laureate position in the Town of Tiburon. If after reviewing the packet, you decide to continue with the process, please:

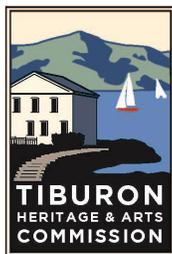
- Fill out the application and provide the requested material no later than August 31, 2024
- Review the Selection Criteria, the Official Artist Laureate Agreement & the Previous Artist Laureate Biography

The Artist Laureate position is a volunteer, community-service oriented position. The attached should give you a good idea of the scope, responsibilities, and rewards it offers. If you have further questions, please call me. I will be happy to help in any way. The Town of Tiburon and the Heritage and Arts Commission thank you for your interest in the Artist Laureate Program.

Cordially,
Lea Dilena, Town Clerk
Staff Liaison, Heritage & Arts Commission

Packet Enclosures

- ❖ The Artist Laureate Application
- ❖ The Artist Laureate Selection Criteria
- ❖ A list of possible discussion topics for interviews during the screening process. This will provide the opportunity to suggest ideas you have developed that you might bring to the position.
- ❖ The official Agreement to be signed between the Artist Laureate and the Town. The agreement covers the scope of the work, compensation, procedures, provisions for protection of any original works you create, and the annual review provision.
- ❖ The biography of our current Laureate, Richard Rozen.



Town of Tiburon Heritage & Arts Commission
1505 Tiburon Boulevard, Tiburon, CA 94920
415-435-7373
www.townoftiburon.org

Town of Tiburon Artist Laureate Application Submission Deadline – August 31, 2024

Name _____

Mailing Address _____

Phone _____ Email _____

Website link _____

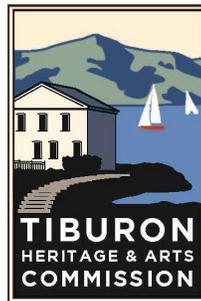
Length of residency in Tiburon/Belvedere _____

How long have you been an active artist? _____

Art Medium _____

Please submit with Application Form

1. Sample hard copy photographs of visual art work. (Please label on back).
2. Digital examples or website of your artwork – Email to:
ldilena@townoftiburon.org.
3. One page resume summarizing your career. This should include any special achievements or awards received.



Artist Laureate Selection Criteria

1. The Laureate must be an artist.
2. The Laureate must be a resident of Tiburon or Belvedere.
3. The Laureate must have a recognized/acclaimed body of work, which is informed or influenced by living in the Bay Area.
4. The Laureate must be willing to contribute to the community and/or civic events through his/her work.
5. The Laureate will serve for a term of four years.
6. When the term is complete, the position may remain open until a qualified candidate is found.
7. The Heritage & Arts Commission will review and budget annually for a modest stipend of approximately \$250 per year to be paid to the Laureate. Expenses will be reimbursed separately for projects assigned by the Town to the Laureate.
8. To select a new Laureate, a special committee shall be put together to recommend a candidate for Town Council consideration. The committee shall be comprised of:
 - a) The previous Laureate
 - b) Two Heritage & Arts Commission members
 - c) An art professional who is not a candidate for the position
 - d) The Tiburon Mayor or his/her designee
9. The recommended candidate will be brought forward for Town Council appointment.

All members of the special committee must be Tiburon/Belvedere residents and/or Tiburon/Belvedere business owners.

Following is the screening process:

- a) Heritage & Arts Commission "Special Committee" pre-screens all applicants down to a maximum of 5 candidates.
- b) Special Committee further screens to one final candidate
- c) Proposed candidate brought forward to Town Council for appointment.



Tiburon Artist Laureate Possible Interview Topics

1. How do you see the role of the Artist Laureate in a small suburban town like Tiburon? How might it be different from similar positions in larger cities, like San Francisco?
2. We offer a small annual budget of \$1,000 for your Artist Laureate project(s). How would you meet the challenges of a restricted budget?
3. How would you work with the Tiburon Heritage and Arts Commission, and other civic entities on the Tiburon Peninsula, to further the arts and art education? Such entities include, but are not limited to: the Belvedere-Tiburon Landmarks Society, the Belvedere Tiburon Library and The Ranch.
4. Please provide some examples of artistic leadership positions you have held during your career in the arts.
5. What projects or activities do you envision for increasing public participation in the arts on the Tiburon Peninsula?
6. Preservation of Tiburon's history is of foremost importance to many individuals and groups on the Peninsula. Through your artistic abilities, what ideas do you have for educating people about the history of the Tiburon Peninsula and preserving that history?
7. What other projects, if any, would you initiate in order to foster the arts in our community?



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AGREEMENT FOR ARTIST LAUREATE

This agreement is entered into _____, between the Town of Tiburon, a municipal corporation (hereinafter "Town"), and _____ (hereinafter "Artist").

Recitals

- A. In September of 2001, by Resolution #49-2001, the Town Council established the position of Town Artist Laureate, and appointed James Yeh Jau Liu to the position. After Mr. Liu's demise, the position remained open for 5 years.
- B. On August 20, 2008, by Resolution #39-2008, based on the recommendations of a Selection Committee and the Heritage & Arts Commission, the Town Council appointed the second Artist Laureate, Mary Musalo, for a four-year term. Laureate Musalo's term in office has been fulfilled.
- C. On September 19, 2012, by Resolution #33-2012, based on the recommendations of a Selection Committee and the Heritage & Arts Commission, the Town Council appointed the third Artist Laureate, Jaleh Etemad, for a four-year term. Laureate Etemad's term in office has been fulfilled.
- D. On , June 6, 2018 by Resolution # _____, based on the recommendations of a Selection Committee and the Heritage & Arts Commission, the Town Council appointed the fourth Artist Laureate, Richard Rozen, for a four-year term. Laureate Richard Rozen's term in office has been fulfilled.

NOW THEREFORE, the Town, the Commission and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. **Scope of Services:** The Town shall assign projects to the Artist as set forth in this Agreement ("Artist Services"). Possible Artist Services may include, without limitation, design of the following:

- a. Main Street Holiday Posters/Flyers
 - b. Labor Day Parade Poster/Flyers
 - c. Heritage Preservation Award Invitation
 - d. Heritage Preservation Award – Annual award (in lieu of a trophy)
 - e. Invitations to Town events such as the recent Fountain Inauguration, Sam Chapman Dedication Ceremony, or Town Anniversary Celebrations.
 - f. Community outreach projects, such as art classes, activities and discussions.
2. **Compensation:** The Artist will receive an annual payment of Two Hundred Fifty Dollars (\$250) to be paid on the date of appointment to the position, and then annually on the anniversary of the appointment. This annual payment shall be the sole payment for the Artist services except as expressly set forth in Section 3 of this Agreement.
3. **Procedure for Assigning Artist Services.**
 - a. The Town may assign and reimburse the Artist for specific art projects as set forth in this section. An Artist Liaison from the Heritage & Arts Commission will serve as the project manager for the Artist services unless the Town Manager assigns another official or staff member.
 - b. Either the Commission or the Artist may propose a specific Artist service. The Commission shall consult with the Artist regarding the scope and budget for each proposal. The budget may include reimbursement of the Artist for materials, publicity and similar out-of-pocket expenses, but shall not include compensation for the Artist's time beyond the payment described in Section 2 of this Agreement.
 - c. The Artist shall, to the best of his/her ability, submit the scope and budget to the Commission for consideration in the form of a written **Proposed Work Order** for each fiscal year.
 - (1) The Commission shall have the authority to approve and authorize the Town Manager to execute a Proposed Work Order whose costs are expected **not to exceed \$1000**. This proposal shall become part of this Agreement.
 - (2) The Town Council must approve any Proposed Work Order whose estimated cost is expected to **exceed \$1,000** provided that such monies have been appropriated or budgeted for such purpose and there is an unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the work order. Upon execution, the work order shall become incorporated into this Agreement as an Artist service.
 - d. The Artist is responsible for designing the assigned project. All reproduction of the projects will be handled by the Town.
4. **Release and Waiver of Claims.** The Artist services may involve individual participants in such activities as art classes, lectures and exhibitions. To enable the Town to sponsor such activities, the Artist shall take the following actions:

a. The Artist shall require that each participant in an art class or other similar activity must sign a document approved by the Town Attorney that acknowledges that the participant is engaged in the activity at his or her own risk and waives and releases any claims that may arise from his or her participation in the activity.

b. The Artist shall require that any person or entity that displays his or her art, collections, or other property of value sign a statement that they do so at their own risk and responsibility; that Town accepts no responsibility for any loss of or damage to the property and that they waive and release any and all claims that might arise from loss or damage to said property.

5. **Insurance.** Artist shall maintain comprehensive automobile liability, with a combined single limit of \$1,000,000 for each single occurrence and \$2,000,000 annual aggregate insurance. Town shall be added as an “interested party” to this policy, such that coverage shall be primary and non-contributory. The Artist shall invoice the Town for the cost of additional expenses of said endorsement, which invoice Town will pay within 30 days.

6. **Copyright.**

a. Ownership of Work Product Which is Assigned to the Artist by the Town. All intellectual property rights in the works of Artist produced for the Town pursuant to this Agreement (including but not limited to copyright throughout the world) will be owned jointly by the Town and the Artist. Except as expressly authorized by this Agreement, no use of the copyright will be made by the Artist or the Town without the written consent of the other, which consent will not be unreasonably withheld. As used in this Agreement, the terms “work” or “works” means any work of the visual or graphic arts, including, but not limited to, paintings, drawings, sculptures, crafts, photographs, or films. Artist will, from time to time, upon request from Town, execute such document or documents as are necessary or desirable to evidence the license to Town of any copyright. Town may give, lend or sell works or copies of works without the consent of Artist, subject to the rights of Artist under the applicable provisions of the Visual Artists Rights Act and the California Civil Code.

b. The Artist certifies that the works created pursuant to this Agreement will be unique works of art especially designed for the Town, and shall not duplicate or reproduce such works nor shall the Artist permit others to do so except with the written permission of the Town.

c. The Town has the right to reproduce and distribute in printed form and on commercial documents and or brochures or any other literature of the Town, photographs, realistic renderings, videotapes, or films of the works. Such reproductions and use of the images of the Artwork for promotional purposes shall not constitute a breach of copyright and no royalty shall be due and payable by the Town to the Artist for such use.

7. **Ownership of Work Product Originated Independently by Artist Laureate**

All intellectual property rights in the works of Artist produced pursuant to this Agreement as a work initiated by the Artist Laureate independently of Town projects (including but not limited to copyright throughout the world) will be owned exclusively by the Artist. As used in this Agreement, the terms “work” or “works” means any work of the visual or graphic arts, including, but not limited to, paintings, drawings, sculptures, crafts, photographs, or films. Artist will execute such document or documents as are necessary or desirable to evidence any copyright. As above, the rights of Artist are protected under the applicable provisions of the Visual Artists Rights Act and the California Civil Code.

8. **Warranty of Non Infringement.** With respect to each work created by Artist for Town, Artist warrants to Town that the work is an original work, and that no work infringes on any copyright, patent or other intellectual property rights belonging to persons other than Artist or Town.

9. **Limitation of Liability.** Artist will perform Services under the Agreement with the degree of care and skill ordinarily exercised by members of Artist's profession. Except for the warranty of non-infringement given in the preceding Section 7, Artist makes no other representations, warranties or guarantees, express or implied, with respect to the services, including but not limited to any warranty of merchantability or fitness for a particular purpose, nor shall Artist be liable for loss of profits or other losses to Town or other damages to any third party arising from the services. In no event shall Artist be liable for consequential, special, punitive and/or incidental damages relating to or arising out of the services, even if advised of the possibility of such damages.

10. **Entire Agreement.** The Agreement, the exhibits and schedules thereto together contain the entire agreement between the parties hereto with respect to the matters covered herein.

11. **Governing Law; Venue; Dispute Resolution.** The laws of the State of California shall govern this Agreement. If any dispute arises between the parties regarding this Agreement, to promptly participate in mediation with a recognized mediator with appropriate skill, fully and in a good faith effort to resolve any differences. In the event either party seeks judicial resolution of a dispute, the venue for such resolution shall be the County of Marin.

12. **Partial Invalidity.** If court of competent jurisdiction holds any provision of this Agreement to be unenforceable or contrary to public policy by any, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that the scope of such provision may be judicially modified accordingly such that the whole of the Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to applicable law.

13. **Amendment; Waiver.** The Agreement may not be modified or amended orally, nor may any provision hereof or thereof be waived orally by any party, but only in a written

agreement executed by both parties thereto. It is understood that no waiver of any breach of any term hereof shall constitute a waiver of any preceding or succeeding breach of the same or any other term.

14. **Assignment**. The Agreement may not be assigned by Town without the prior written consent of Artist. Except as provided in the immediately preceding sentence, the Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.
15. **Section Headings**. The section and paragraph headings in the Agreement are for convenience of reference only.
16. **Credit To The Artist**. All reproductions of the works by the Town shall contain a credit to the Artist.
17. **Credit To The Town**. The Artist shall give a credit in any public showing under the Artist's control of reproductions illustrations of the work to the Town.
- 18.. **Annual Review**. Town and Artist agree to meet on an annual basis to review the prior year and determine if both parties continue to be satisfied with activities occurring pursuant to the Agreement. The Parties agree to make good faith efforts to resolve any concerns or disagreements that arise. Artist reserves the right to withdraw from her position as Artist at any time upon submission of a letter of resignation to the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by his/her respective authorized officers or representatives as of the day and year set forth below.

TOWN:

Artist:

By: _____
Greg Chanis,
Town Manager

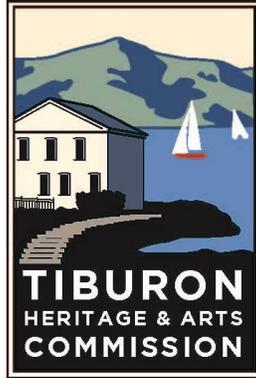
By: _____
Artist Laureate

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Ben Stock,
Town Attorney

Lea Dilena
Liaison to Heritage & Arts Commission



Richard Rozen

Artist Laureate, 2019 - 2022



Long-time resident Richard Rozen had a very successful 45-year career in dentistry, all the while nurturing his passion for creating art. Upon his retirement, Richard merged right into his hobby, studying drawing and painting at the College of Marin as well as advanced painting at the San Francisco Art Institute, making art his full time "career in retirement".

Richard has won awards for his art and participated in more than 14 group and solo exhibitions in the San Francisco Bay Area. He has been serving the community throughout his residency through community service positions with the Belvedere-Tiburon Library and Reed Union School District, and feels the Artist Laureate position is a natural extension of his community service and a chance to revitalize the Town's vision and approach to art.

Richard is continuing the educational outreach programs started by prior Laureates, and desires to bring public art to the general population with a keen focus on benefiting both the artists and residents of the Tiburon Peninsula.