

**CITY OF OLYMPIA ART PROGRAM**  
*Gift of Artwork Agreement*

**THIS AGREEMENT**, effective as of the last signature below, is between the **CITY OF OLYMPIA**, a municipal corporation with an address of 601 4<sup>th</sup> Ave E, Olympia, WA 98501 ("CITY") and West Olympia Rotary Club, Washington non-profit corporation (EIN 91-1032810) with an address of PO BOX 1781, Olympia, WA 98507 ("DONOR").

**WHEREAS**, the DONOR wishes to provide to the City a sculpture entitled "Life is Water," an original artwork of artist Taylor Wily Krise ("the Artist") to be installed at West Bay Park, 700 W Bay Dr NW, a description of which is attached as **Exhibit "A,"** ("the ARTWORK"); and

**WHEREAS**, the DONOR's gift proposal has been approved through the Olympia Arts Commission gift policy; and

**WHEREAS**, the CITY wishes to accept the DONOR'S donation, pursuant to the terms and conditions of this Agreement, for inclusion in the CITY's public art collection; and

**WHEREAS**, DONOR represents and warrants that it has obtained all rights and interests in the Artwork from Artist and has obtained all necessary grants of rights and permissions from Artist to allow DONOR to convey the Artwork and all rights therein to the City as provided in this Agreement.

**NOW, THEREFORE**, the CITY and the DONOR, for sufficient, good, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. DONOR hereby donates to City, and City hereby accepts from DONOR the ARTWORK, subject to the terms of this Agreement.
2. The DONOR represents and warrants to the CITY that the DONOR is free to enter into this Agreement and that the ARTWORK is a unique and original work that is clear of any claims or encumbrances, including those of Artist, and does not infringe on the rights, including but not limited to the copyright, of any third parties. The DONOR shall defend, indemnify, and hold the CITY, its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties (including the Artist) against the CITY based on a breach by the DONOR of any representation and warranty made in this Agreement. The DONOR shall fully cooperate with the CITY in the defense of any such suit.
3. DONOR and the Artist may graphically reproduce the ARTWORK for the limited purposes of inclusion in the DONOR's or Artist's portfolio of works solely for the purposes of documenting the Artwork in a factual manner. The CITY also agrees that the DONOR and ARTIST each has a limited, revocable license to graphically reproduce the ARTWORK for the DONOR's or Artist's own commercial purposes so long as such uses do not compete with the CITY's efforts or use of the ARTWORK. The DONOR and ARTIST shall each use best effort to provide a credit to the CITY in any graphical reproduction of the ARTWORK with such credit

reading "The subject of this photograph [or other graphic or electronic reproduction] is an installation of art owned by the City of Olympia, Washington."

4. The CITY agrees to use its best effort to provide proper credit to DONOR and ARTIST including the DONOR'S and ARTIST's name, the name of the mural designer, the title of the ARTWORK, and the date acquired by the CITY in any of the CITY's graphic reproductions of the ARTWORK.

5. The CITY has the right to display, not display or move the ARTWORK , at its sole discretion.

6. As noted in the donation proposal (Exhibit A), the DONOR intends to work with a third party to prepare the agreed-upon site, deliver and install the ARTWORK at DONOR's expense. As such, as part of their agreement with the DONOR, any third party installer who donates installation must provide a certificate of insurance sufficient to protect the ARTWORK and the property upon which it is installed and provide an additional insured endorsement naming both the Rotary Club and the City of Olympia each as additional insureds.

7. Should the ARTWORK be intentionally or accidentally destroyed, altered, modified, or changed after to its transfer to the CITY, the CITY is only obligated to make reasonable efforts to restore the artwork to its original form, all at the CITY's discretion.

8. This Agreement is binding upon the parties, their heirs, successors, assigns, and personal representatives. Its terms can be modified only by an instrument in writing signed by both parties. A waiver or a breach of any provisions of this Agreement may not be construed as a continuing waiver of other breaches of the same or other provisions. If any provision in this Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction for any reason, then, to the full extent permitted by law all other provisions remain in full force and effect and must be liberally construed in order to carry out the intent of the parties. A party is not liable to the other should its performance or display of the ARTWORK be prevented, restricted, or interfered with by circumstances or events beyond its reasonable control (what can be reasonably construed as a "Force Majeure Event").

9. Any notice or demand to be given under this Agreement must be in writing and is effective upon receipt if delivered in person or if sent by electronic mail, or one day after deposit prepaid with a national overnight express delivery service, or three days after deposit in the United States mail (registered or certified mail, postage prepaid, return receipt requested), if sent to the parties at the addresses noted above. Either party may change its address for receipt of notices by written notice to the other party.

10. This Agreement is governed by the laws of the State of Washington. Thurston County, Washington is the jurisdiction and venue for any lawsuit arising out of or related to this Agreement. The parties shall negotiate in good faith to resolve expeditiously on a mutually acceptable negotiated basis between appropriate management personnel for each party any dispute between them that may arise. The parties may, by mutual consent, retain a mediator to aid in their attempt to informally negotiate resolution of any dispute, although any opinion expressed by a mediator will be strictly advisory and will not be binding on the parties, nor will any opinion, statement or proposed resolution expressed by the mediator or the parties be admissible in any proceeding. Costs of the mediation will be borne equally by the parties, except

that each party will be responsible for its own expenses. Should any dispute not be resolved pursuant to this paragraph of this Agreement, the parties hereby irrevocably submit themselves to the jurisdiction of the applicable Thurston County court.

11. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous oral or written communications, understanding, or agreements between the parties with respect to such subject matter are hereby superseded in their entirety. This Agreement may not be amended, supplemented, or modified except by a written agreement which identifies this Agreement and is signed by an authorized representative of each party.

12. This Agreement may be executed by the parties in any number of separate counterparts, each of which counterparts, when executed and delivered, must be deemed to be an original, and all of which taken together constitute a single instrument.

**IN WITNESS** thereof, the parties hereto executed this Agreement on the date of the last authorizing signature affixed below.

I hereby certify that I am legally authorized to execute this binding Agreement on behalf of the party for whom I sign, below.

**DONOR**

**CITY OF OLYMPIA**

Katya Miltimore  
Katya Miltimore, President- Elect  
West Olympia Rotary Club  
PO BOX 1781  
Olympia, WA 98507  
Olympia, WA 98507  
Email: [katya@washingtonclubs.org](mailto:katya@washingtonclubs.org)  
Telephone: 360.550.8511  
Date: 04/03/2024

\_\_\_\_\_  
Steven J. Burney, City Manager  
601 – 4<sup>th</sup> Avenue E  
PO Box 1967  
Olympia WA 98507-1967  
Telephone: 360.753.8447  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
Deputy City Attorney



**1. A cover letter explaining that you are offering the artwork to the City as a gift, and responding to the question: Is there a specific reason for donating this work to the City?**

The Rotary Club of West Olympia, chartered May 25, 1975, plans to commemorate its 50th anniversary by commissioning a permanent piece of artwork to be placed in Olympia's West Bay Park, also known as Rotary Point park. It is important to many members of our club to recognize that the park is located in the ancestral lands of the Squaxin Island Tribe, and therefore we solicited proposals from three tribal artists, Joe Seymour, Andrea Wilbur-Sigo and Taylor Krise. After two rounds of voting, our club selected Taylor's proposal titled "Life is Water". This piece represents the importance of water in the life of our city, and it is an appropriate piece to be located at West Bay Park, with its marine exposure, view of the port, and a historic location important to our Native tribes and their culture. Our club, along with several other local Rotary clubs, helped develop the park into a destination for kayakers and canoeists, Budd Bay watchers, dog walkers, etc. We feel that installing our commissioned artwork at West Bay Park is the obvious choice as it is down the road from the Rotary Club of West Olympia's weekly meeting place at West Bay Marina, and is a fitting way to celebrate our 50<sup>th</sup> anniversary.

**2. The actual artwork(s), if available.**

The art piece will be a 3D carving Salish style house post depicting the significance of clean and healthy water for marine wildlife.

Material used: tight grain old growth Western red cedar log, acrylic paint.

Dimensions: 10 foot high, 30 inches wide, 24 inches deep

Colors: natural cedar color, with Puget Sound green, turquoise, and red oxide accents (see sketch).

Textures: cedar will be carved with a D adze and knife finished, with acrylic paint accents.

Utility requirements: possible external spotlighting;

The art piece will be placed on a 30" diameter cylindrical pedestal base of reinforced concrete sunk 6' (or according to code), and placed near the Rotary Point circle of West Bay Park in consultation with city park staff, Squaxin tribe, and West Olympia Rotary Club.

**SITE PLAN AND ELEVATIONS (Insert here)**

Since this is a city property, we hope that site plan and elevations are available from City of Olympia Parks and Recreation Department.

**3. A description of the fabrication, construction, and installation process and method. How the work will be completed and who will be responsible for doing the work.**

Local Salish artist, Taylor Wily Krise will acquire the cedar log, then carve, paint, and seal the art piece at his workshop near Shelton. Site prep at West Bay Park will happen in consultation with the City. The artist will direct the installation of the art piece at the park. The vertical carved log will be mounted to a steel beam mounted securely to the concrete pedestal. The support beam then will be covered by a carved cedar panel (120" x 30" x 2.5"). FORMA Construction has committed to assist with the entirety of the installation project. They were involved with a similar Rotary-led project, when Rotary Club of Olympia donated artwork to be installed at the Percival Landing. West Olympia Rotarians and others may assist with the process. The artist will be responsible for the carving and installation, with assistance as needed from other tribal members, and city staff.

**4. A written statement, drawings, photographs, and engineering documents responding directly to the criteria in the policy as they apply to your particular donation. This criteria includes:**

- Aesthetic quality see 6) below
- Proposed location - West Bay Park near Rotary Point circle, 700 West Bay Drive, Olympia, WA
- Donor restrictions/requests - Artist requests Salish blessing and drum circle at dedication ceremony
- Technical feasibility
- Technical specifications - see 2 and 3
- Budget: Estimated total cost of project \$50,000, 100% of which will be secured by West Olympia Rotary Charities Fund, a 501 ( c ) 3 organization. Support is being solicited from club members, local businesses and regional charitable funds. To date, over 20% of the funds have already been secured.
- Durability - Western Red Cedar, especially tight grained old growth, is rot resistant, and will be further treated with clear sealant. Acrylic paint is durable and tends to be fade resistant.
- Warranty - For outdoor sculptures, it is important to use a protectant sealant that is specifically designed for outdoor use and can withstand the elements. A popular choice is a clear acrylic sealant, which provides a durable protective coating. This type of sealant forms a barrier against moisture, UV rays, and other environmental factors that could potentially damage the sculpture. The longevity of the sealant will depend on various factors such as the specific brand, application method, and the sculpture's exposure to weather conditions. Generally, a well-applied acrylic sealant can last for several years, offering adequate protection to the carving and helping to preserve its beauty over time. However, it is recommended to periodically assess the condition of the sealant and reapply as needed to ensure continued protection.

- Vandalism and safety

We seek the City's guidance and experience in protecting other city-owned public art.

- Maintenance and preservation

Please see "Warranty" information above.

- Relationship to the City art collection - The City of Olympia in 2015 declared that the 2nd Monday in October be celebrated as Indigenous Peoples Day. This project honors the Salish culture and history of our area.

- Community process - Proposal is to be presented to Olympia's Art Commission

- Time line

Dec 2023/Jan 2024 - Presentation to City's Art Commission

Jan 2024 - Approval by Art Commission

February 2024 - Approval by Olympia City Council

Nov 2023 – June 2024 - Fundraising by West Olympia Rotary

February 2024 – February 2025 - Construction of Art piece by artist at his shop

Spring, early summer 2025 - Installation of art piece.

#### **5. A current appraisal or donor's estimate of the artwork's value.**

Project estimated cost: \$45,000

#### **6. Information on the artwork's context, origin, and history. Where it comes from, where it has been, and where it has been exhibited. Is it part of an edition? Please explain.**

From artist's proposal to club: "The design will incorporate elements of Salish art, such as flowing lines, intricate patterns, and traditional motifs. The central theme of the artwork will revolve around water and its connection to marine wildlife. The carving will feature various marine creatures, such as salmon, starfish, octopus and shellfish and other marine life and emphasizing their dependence on clean water for their survival. Additionally, it will showcase the interplay between the marine ecosystem and the broader natural environment.

The educational component will be tailored to engage audiences of all ages and backgrounds, fostering a sense of environmental responsibility and inspiring positive change.

We kindly request your support and partnership to bring this vision to life. Together, we can inspire positive change and create a legacy of environmental stewardship for future generations."

Artist Taylor Krise's rendering of the project - center of carving is curved around pole toward viewer, the narrow side panels are flat in order for another flat panel to be attached on the back:



**7. The artist's current resume.**

See Addendum 1.

**8. A description and examples of the artist's work, including information on exhibitions and collections.**

Stonington Gallery in Seattle has art pieces for sale: <https://stoningtongallery.com/artist/taylor-wily-krise/>

Worked with master carvers on TESC Fiber Arts Center building:

<https://www.rolludaarchitects.com/tesc-fiber-arts-studio;>

<https://www.evergreen.edu/longhouse/indigenous-arts-campus>

Indigenous Peoples Day at Seattle Aquarium (salmon print):

<https://www.seattleaquarium.org/events/indigenous-peoples-community-day/>

Seattle Pier 62 “We Are Water” event (woman with tears):

<https://waterfrontparkseattle.org/event/we-are-water/>

**ADDENDUM 1:**

**RESUME**

Taylor Wily Krise

(360) 463-9644

TaylorKrise45@gmail.com

**Objective:**

Skilled Native American Salish artist with a passion for creating digital art, sculptures, paintings, and drawings. Seeking opportunities to showcase my unique artistic vision and cultural heritage.

**Education:**

Worked and studied artifacts at the Squaxin Island museum I was selected to be involved in apprenticeship projects by master artists Lyonel Grant, Maylynn Foster, Andrea Wilbur Sigo, Duane Pasco, Steve Brown, Alex McCarty, and Dempsey Bob. Worked side by side with Salish leaders to carry out our culture for future generations.

**Skills:**

- Proficient in digital art software such as Adobe Photoshop, Illustrator, and Procreate.
- Extensive experience in carving, sculpting, painting, and drawing.
- Deep understanding of Salish art traditions and cultural symbolism.
- Strong ability to blend traditional techniques with contemporary artistic expression.
- Excellent attention to detail ability to meet deadlines.

**Experience:**

- Freelance Salish Artist 2005-2023



- Created digital art pieces inspired by Salish culture, incorporating traditional motifs and contemporary elements.
- Carved intricate wood sculptures reflecting Salish storytelling and nature themes.
- Developed paintings and drawings that explored the intersection of Salish heritage and modern life.
- Collaborated with clients to create custom artwork based on their specific vision and requirements.
- Art intern: Skokomish, Shelton, WA; Squaxin, Shelton, WA
- Assisted artists with various projects, including research, material preparation, and artwork documentation.
- Participated in exhibition setup and artwork display, ensuring a visually appealing presentation.
- Contributed to the creation of collaborative art installations and community engagement events.
- Co-founder of Salish Works, an apparel company: <https://thesalishworks.com/>

#### **Exhibitions:**

Stonington Gallery, Seattle Nov 20, 2020, <https://stoningtongallery.com/artist/taylor-wily-krise/>

22<sup>nd</sup> Seattle Homecoming event Sept 2014

Seattle Aquarium, Indigenous Peoples Day, Nov 19, 2023 (salmon print)

Seattle Pier 62, We Are Water exhibition, Oct, 2023

The Evergreen State College, Longhouse Fiber Arts Center, Sept 2015-2019

#### **Awards and Achievements:**

Native-Inspired Award with 8<sup>th</sup> generation – 2021

Northwest Indian College (NWIC) logo contest winner – 2023 - see addendum 2 below

Evergreen Longhouse Award – 2019

#### **References:**

Laura Grabhorn, [GrabhorL@evergreen.edu](mailto:GrabhorL@evergreen.edu)

Andrea Wilbur Sigo, [awsigo@msn.com](mailto:awsigo@msn.com)

John Zinser, (360) 704-9023

Charleen Krise, [ckrise@squaxin.us](mailto:ckrise@squaxin.us)

## ADDENDUM 2

Screenshots of NWIC Facebook post of Sept 13, 2023 announcing NWIC log winner, Taylor Krise, including photo of logo, some bio.



