



CITY COUNCIL STAFF REPORT

DATE: December 4, 2013 CONSENT CALENDAR

SUBJECT: AGREEMENT FOR PLACEMENT AND LOAN OF ARTWORK BETWEEN
THE CITY OF PALM SPRINGS AND ARCHANGEL GALLERY

FROM: David H. Ready, City Manager

BY: Community & Economic Development

SUMMARY

This action is to approve the Placement and Loan of Artwork Agreement with Archangel Gallery for the loan and temporary placement of one sculpture. The Loan Agreement is for a six (6) month term with an option to renew for an extended period of time. One (1) sculpture will be placed at the existing sculpture pad located in the right-of-way at 1103 North Palm Canyon Drive. The Public Arts Commission reviewed the proposal at the November 14, 2013 meeting and voted unanimously to accept the proposal.

RECOMMENDATION:

1. Approve the Agreement for Placement and Loan of Artwork between the City of Palm Springs and Archangel Gallery at 1103 North Palm Canyon Drive.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

At the March 2013 Public Arts Commission meeting the City Manager addressed the Commission and requested that they consider the sculpture pad located at 1103 North Palm Canyon Drive and at a future meeting agendaize a discussion to consider if this location should remain as a possible public art site. On May 9, 2013 the Commission voted unanimously to maintain this sculpture pad location and work with staff to find an appropriate artwork to install at this site.

On November 14, 2013 Archangel Gallery owner, Michael Fiacco made a formal presentation to the Public Arts Commission presenting a sculpture by the artist, Miguel Edwards for placement at this site for a loan period of six (6) months. The sculpture titled *Rayo de Paraíso* (Heaven's Lightning) is made of polished steel and is 15.5' x 6.5' x 5.8' in size. Mr. Fiacco requested that for the duration of the loan period the City

insure the sculpture as part of the City's public art collection consistent with other public art projects installed and maintained on City owned property. The Commission voted unanimously to accept the proposal for placement at 1103 North Palm Canyon Drive.

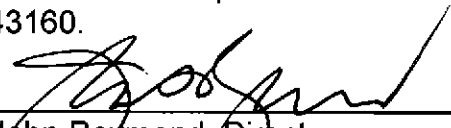
The Commission believes that the installation of the temporary sculpture meets the criteria of the Public Arts Ordinance. Additionally, the proposal provides an opportunity for the City and Archangel Gallery to collaborate on a project which provides artwork at a highly visible location for a nominal cost. Staff recommends approval of the proposal.

FISCAL IMPACT:

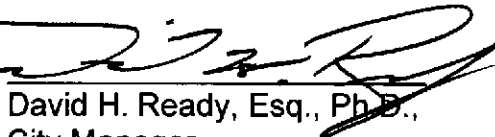
There is no fiscal impact to the General Fund. The only costs to the Public Art program would be to install a plaque on the pad and insurance coverage associated with adding this sculpture to the City's existing policy. These costs will be paid from the Public Arts Specialized Equipment Account #150-30-4408-43160.



Jennifer Henning,
Public Arts & Special Projects Coordinator



John Raymond, Director
Community and Economic Development



David H. Ready, Esq., Ph.D.,
City Manager

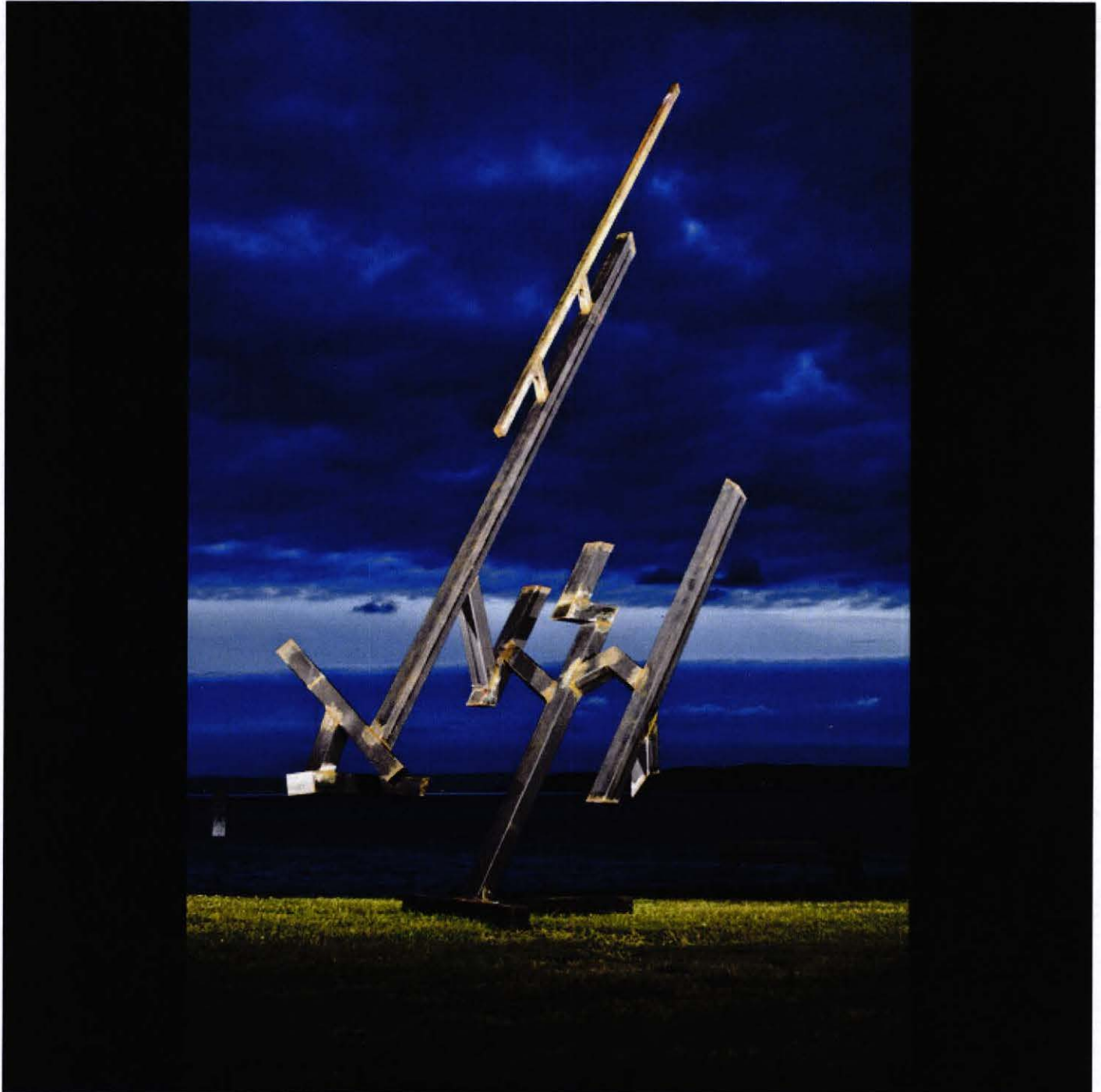
Attachments:
Image of Artwork and Site Location
Agreement for Placement and Loan of Artwork

SITE LOCATION



ARTWORK

Rayo de Paraiso (Heaven's Lightning)
Miguel Edwards, Artist



AGREEMENT FOR PLACEMENT AND LOAN OF ARTWORK

This AGREEMENT FOR PLACEMENT AND LOAN OF ARTWORK (Agreement) is entered into as of this _____ day of December, 2013 by and between the City OF PALM SPRINGS, a municipal corporation (City) and ARCHANGEL GALLERY (Owner).

RECITALS

- A. The City has established a Public Arts Program, which authorizes the placement of works of art on appropriate private and public property, which encourages public access, and viewing of the artwork.
- B. Under the Public Arts Program, artwork may be loaned to the City and a fee paid for loan term.
- C. Owner desires to loan a work of art and have such work of art placed on public property in accordance with this Agreement and the City of Palm Springs Public Arts Program as established by Chapters 2.24 and 3.37 of the Palm Springs Municipal Code (Public Arts Ordinance).

NOW, THEREFORE, for good a valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree that acceptance of the loan of the artwork described below of this Agreement is subject to the following conditions:

1. City Representative. The City Manager, or his designee, a Contract Officer of the City ("City Manager"), shall be the City's designated representative with respect to this Agreement. Under the direction of the City Council, the City Manager shall have the authority to give approvals or consents required hereunder and to otherwise act on behalf of the City for purposes of this Agreement.
2. Loan Fee. No loan fee is associated with the installation of the artworks.
3. Loan Term. The loan term shall be six (6) months, with an option to renew for an extended period of time as agreed upon by all parties.
4. The Artwork. The Owner will loan to the City one (1) sculpture, as shown in Exhibit "A" (the Artwork).
5. Location and Site Preparation: The artwork shall be located in the right of way on an existing sculpture pad at 1103 North Palm Canyon Drive, as shown in Exhibit "B" (the Site). The City has paid for the cost to install the pad, adequate for placement of the artwork. City shall pay for the costs to install lighting and signage with text agreeable to both City and Owner.

6. Packing and Transport. All packing and transportation costs for relocating the artwork to the designated site shall be paid by the Owner.

7. Expenses. All delivery, maintenance, repair, restoration, replacement and insurance shall be the sole cost of the Owner.

8. Insurance. City shall procure and maintain, in a form and amount consistent with the City's past practice in insuring public art installed and maintained on City owned property, appropriate insurance for the artwork.

9. Care and Condition. The artwork is loaned in good condition unless otherwise noted. The artwork should be examined for condition upon receipt. The artwork shall at all times be given special care to insure it against loss, damage or deterioration. Should loss or damage or deterioration be noted, the Owner is to be notified immediately and in detail. It is understood that the artwork covered by this Agreement shall remain in the condition in which it is received. It shall not be cleaned, repaired, retouched, removed from frame, or altered in any way.

10. Reproduction and Distribution. City may make and distribute, and authorize the making, display, and distribution of, photographs and any other two-dimensional reproductions. City may use such reproductions for any purpose, including advertising, educational, and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, gifts for City benefactors, documentation of City's Civic Art Collection, and catalogues or similar publications. City shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the City. The proceeds from the sale of any such reproductions shall be used to maintain and support the Artwork or for any other governmental or charitable purpose as determined at the sole discretion of City.

11. Credit. During the term of this Agreement, all formal references to the artwork shall include the following credit line: "Collection of the Artist and Courtesy of Archangel Gallery; placed by City of Palm Springs Public Arts Commission."

12. Indemnification. Owner hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all actions, suits, claims, damages, losses, costs, penalties, obligations, errors, omissions or liabilities (collectively "Claims or Liabilities") arising out of or in any way connected with any act, omission or negligence of Owner, its agents, employees or contractors, or from the existence of the Artwork at the Loan agreement site, or related to this Agreement, including, without limitation, bodily injury to or death of persons, injury or damage to Property and attorneys fees, but excluding such Claims or Liabilities resulting solely from the willful misconduct of the City, its officers, agents or employees who are directly responsible to the City.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

"OWNER"

ARCHANGEL GALLERY
Michael Fiacco

Its _____

"CITY"

CITY OF PALM SPRINGS,
A municipal corporation

ATTEST:

City Clerk

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"
(The Artwork)

Exhibit "B"
(The Site)