



CITY COUNCIL STAFF REPORT

DATE: January 4, 2017

CONSENT CALENDAR

SUBJECT: APPROVE A SPONSORSHIP FUNDING AGREEMENT IN THE AMOUNT OF \$25,000 WITH DESERT BIENNIAL FOR THE 2017 "DESERT X - EXHIBITION OF ART"

FROM: David H. Ready, City Manager

BY: Community & Economic Development

SUMMARY

The Arts Commission has approved a sponsorship with "Desert X – Exhibition of Art" in the amount of \$25,000 to financially support the 2017 Desert Biennial Art Exhibition. This City Council action would authorize the City Manager to execute a Sponsorship Agreement. As part of this program, a temporary public art sculpture installation titled "SOL" by Hank Willis Thomas is planned for display from February 22 through April 30, 2017 in the City of Palm Springs. The City's sponsorship will designate the City of Palm Springs as a major event supporter for the Desert X – Exhibition of Art, provide for the sculpture installation costs and educational outreach events in Palm Springs.

RECOMMENDATION:

1. Approve a Sponsorship Agreement with Desert Biennial for the "Desert X – Exhibition of Art", in the amount of \$25,000;
2. Authorize the City Manager to enter into a separate agreement acceptable to the City Attorney to accommodate the installation and maintenance of a temporary art sculpture by artist Hank Willis Thomas in Palm Springs to be on display from February 22 – April 30, 2017; and
3. Authorize the City Manager or his designee to execute all necessary documents

STAFF ANALYSIS:

At the January 14, 2016, Public Arts Commission, Desert X presented information about their Exhibition of Art, which was described at that time as:

ITEM NO. 1.M.

“...a 2-3 month art exhibit that will take place throughout the Coachella Valley. The event will garner national and international recognition for Palm Springs and the Coachella Valley as a contemporary art venue...”

Themes and locations of the inaugural exhibition to be held from February through April of 2017 (including during Coachella Fest) will be chosen to engage surrounding communities, other Valley organizations, visitors and students, through works that respond to environmental, social and cultural conditions specific to the Valley, while also focusing attention on the creative energy of the participating artists and their works. Some of the exhibition locations were to include, but not be limited to, the Palm Springs Art Museum, wild desert locations, date farms, the Aerial Tramway, empty storefronts or mid-century modern homes. Desert X identified a total budget of \$2.85 Million – 53% Artist Fees, 17.5% Curatorial Staff, 17% Marketing and 12.5% educational Programs.

A copy of the first presentation materials provided by Desert X to the Public Arts Commission at its January 14, 2016, meeting is included as **Attachment 1**.

Desert Biennial is a non-profit 501(c)3 organization and has already signed “Desert X” sponsorship agreements with Sunnylands, The Coachella Valley Music and Arts Festival, the Palm Springs Art Museum, the cities of Palm Desert, Indio, and Rancho Mirage as well as receiving marketing support from the Greater Palm Springs Convention and Visitors Bureau (CVB) and PS Resorts.

At the December 8, 2016, Public Arts Commission meeting, a Desert X proposal was put forth to the Commission for the temporary art installation commissioned by Hank Willis Thomas titled “SOL.” The artwork “SOL” questions our consumption of energy but also proposes a solution that would be of benefit to humanity and the environment. Two concepts for the “SOL” artwork are shown as Figure 1 on the next page.

Desert X also announced a robust series of education and parallel programs that will coincide with the inaugural site-specific contemporary art exhibition opening February 25th and continuing through April 30, 2017, taking place throughout the Coachella Valley. Initiating the education program last month, the Hammer Museum in Los Angeles presented a symposium with Desert X Artistic Director Neville Wakefield and Executive Director Elizabeta Betinski, in conversation with various participating artists, about their work and the cultural and philosophical issues that make the Coachella Valley a vibrant and exciting backdrop for the Desert X - Exhibition of Art program occurring throughout the Coachella Valley.

Currently scheduled for March 11, 2017, Desert X will be holding a symposium at the Annenberg Theatre at the Palm Springs Art Museum titled *Desert Constellations: Art and Mythologies*. The day-long symposium is a vehicle to contextualize the work of participating artists culturally and sociologically and will include a keynote address by land art expert William L. Fox, Director of the Center for Art + Environment at the Nevada Museum of Art in Reno. Featured panelists will discuss the history of desert land art, the influence of the environment on the work of artists in the high desert region,

contemporary desert photography, desert architecture, and other artist activists. Speakers will include, Leo Marmol, Managing Principal of the architectural firm Marmol Radziner; photographer John Divola; and other participating artists.

Desert X will be amplified by an extensive series of parallel programs taking place throughout the run of the exhibition. Among these will be exhibitions, performances, open studios, and special projects hosted by local artists, organizations, and institutions. The exhibitions and locations confirmed to date include:

- Palm Springs Art Museum
- BoxoPROJECTS
- Joshua Treenial 2017
- Date Farmers: Coachella Walls
- Epicenter Projects
- High Desert Test Sites
- Andrea Zittel's AZ-West
- Joshua Tree Highlands Artist Residency (JHTAR)
- Walter N. Marks Center for the Arts at College of the Desert
- Noah Purifoy Foundation.

A copy of the final presentation materials provided by Desert X to the Public Arts Commission at its December 8, 2016, meeting is included as **Attachment 2**.

The Public Arts Commission made a motion to approve a recommendation to the City Council approving the Desert X proposal for a temporary sculpture installation by Hank Willis Thomas as part of the 2017 Desert X Biennial Art Exhibition, and approved funding in the amount of \$25,000 as sponsorship for the art exhibition; the motion unanimously carried. Site location of the temporary “SOL” exhibit will be approved by the Public Arts Commission.



Figure 1: “SOL” by Hank Willis Thomas, Proposed Artwork Rendering

Pursuant to the Public Arts Commission recommendation to the City

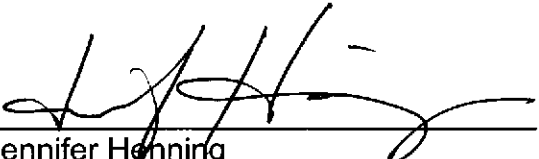
Council, staff has prepared a Sponsorship Agreement (included as **Attachment 3**) to facilitate the City's sponsorship in the amount of \$25,000 for the Desert X – Exhibition of Art. The Sponsorship Agreement will ensure recognition of the City of Palm Springs and the Arts Commission as a major event supporter, installation of a temporary artwork sculpture by Hank Willis Thomas at a location to be determined and subject to a separate agreement approved by the City Manager at the recommendation of the Public Arts Commission, as well as educational outreach events in Palm Springs.

ENVIRONMENTAL IMPACT:

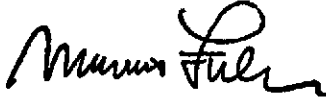
The requested City Council action is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The requested action is exempt from CEQA pursuant to Section 15378(b), in that a "Project" does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT:

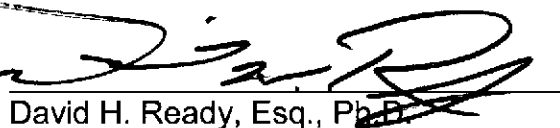
The sponsorship amount of \$25,000 for Desert X is available in the current Fiscal Year Budget, Public Arts Fund Account Number 150-4408-42691 (unallocated appropriation).



Jennifer Henning
Public Arts & Special Projects Coordinator



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer



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

Attachments:

1. "Desert X" Presentation to the Public Arts Commission on January 14, 2016
2. "Desert X" Presentation to the Public Arts Commission on December 8, 2016
3. Sponsorship Agreement

ATTACHMENT 1

DESERT EXHIBITION OF ART



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Desert X Mission

Desert Biennial, doing business as Desert X, is a not-for-profit charitable organization founded in 2015 to develop, organize, and produce a major, international, contemporary art exhibition featuring site specific installations in selected venues throughout the Coachella Valley.

Desert Exhibition of Art

The themes and locations of the inaugural exhibition to be held for from February through April of 2017 will be chosen to engage surrounding communities, other Valley organizations, visitors, and students through works that respond to environmental, social, and cultural conditions specific to the Valley, while also focusing attention on the creative energy of the participating artists and their work.

Organizational Leadership

Desert X is governed by a board of directors deeply committed to the project and to the Coachella Valley. It is a board that is diverse in age and background, comprised of individuals from across the United States, many of whom are well known in the world of contemporary art. Those living and working in the Valley include representatives of the Agua Caliente Band of Cahuilla Indians, the Palm Springs Art Museum, The Annenberg Retreat at Sunnylands, Rancho Mirage Writers Festival, and Goldenvoice, producers of Coachella Festival of Music and Arts.

Other arts organizations on which board members sit include the Whitney Museum, Park Avenue Armory, the New Museum, the Hammer, Film Independent, San Francisco Museum of Modern Art, The Serpentine, Creative Time, Nasher Sculpture Center, Richard Diebenkorn Foundation, and more.

Neville Wakefield, Artistic Director, brings to Desert X an international reputation as a curator, writer, and commentator on contemporary art and culture. **Elizabeta Betinski**, Executive Director is a multifaceted creative who has produced exhibitions internationally, most recently at the 2015 Venice Biennale in Venice, Italy.

Goals

- Strong educational opportunities for audiences of all ages and social/economic backgrounds
- Enhancement of the profile of participating arts organizations and other partner organizations
- Abundant national and international press coverage and heightened awareness of this region as a vibrant "Place for Art"
- Increased cultural tourism, attracting international art donors, buyers, and collectors who travel widely to visit exhibitions, art fairs, and biennials.

Board Members

- Paul Clemente**, Art Director, Coachella Music & Arts Festival
- Susan Davis**, Founder & President, Desert Biennial; Editorial Director, The Annenberg Retreat at Sunnylands
- Beth Rudin DeWoody**, Art Collector, Curator and President, Rudin Family Foundations
- Jamie Kabler**, Entrepreneur and Founder, Rancho Mirage Writers Festival
- Margaret Keung**, Treasurer, Desert Biennial; Vice President, Pacific Premier Bank
- Ken Kuchin**, Vice President, Desert Biennial; Philanthropist
- Yael Lipschutz**, Curator.
- Zoe Lukov**, Director of Exhibitions, Faena Art, Miami Beach and Buenos Aires
- Tristan Milanovich**, Fashion Stylist
- Steven A. Nash**, Art Consultant. Former Executive Director, Palm Springs Art Museum
- Mary Sweeney**, Vice President, Desert Biennial; Chair, Film Independent Board of Directors Dino and Martha De Laurentiis; Endowed Professor, School of Cinematic Arts, USC.
- Ed Ruscha**, Artist.
- Liz Sorensen**, Secretary, Desert Biennial; Trustee, The Annenberg Foundation Trust at Sunnylands
- Lyn Winter**, International communications and marketing strategist, Former Director of Communications, MOCA, Los Angeles

For more information email Elizabeta Betinski at Elizabeta@desertx.org

DESERT

X

EXHIBITION OF ART



Desert Biennial Mission

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Other arts organizations on which board members sit include the Whitney Museum, Park Avenue Armory, the New Museum, the Hammer, Film Independent, San Francisco Museum of Modern Art, The Serpentine, Creative Time, Nasher Sculpture Center, Richard Diebenkorn Foundation, and more.

Neville Wakefield, an internationally recognized curator, critic, and commentator, is artistic director of Desert X. A full-time executive director, Elizabeta Betinski, comes to the project with broad experience, most recently having developed and executed a Collateral Exhibition for the Venice Biennale.

The Coachella Valley

Art biennials occur more and more frequently throughout the international art world. The themes, contents, durations, and underlying purposes of these productions vary widely. In an effort to make clear that the board is not wed to an every-two-year schedule, it voted in summer 2015 to rebrand the exhibition as Desert X, the 2017 desert exhibition of art.

Modeled on the biennial model, it might be most closely related in concept to those organized in Istanbul, Gwangju, Berlin, and Sharjah, given their preponderance of site-specific work. Desert Biennial will be unique thanks to its integration into a desert landscape and social-scape and its coordination of sites in diverse communities. Its international scope also sets it apart from many biennials.

Artists invited to participate will be asked to create works that are more than impressive formal statements. Rather, it will be art that asks the viewer to think longer and harder about the Valley and its natural as well as cultural and historical elements. Artists under consideration include both well-established and emerging practitioners of different forms of visual expression.



Where will the art be?

The art will be located in outdoor and indoor venues stretching from Palm Springs to Indio, and beyond. The high desert region to the northeast and the Salton Sea to the south may provide inspiration to the selected artists. Starting with the Palm Springs Art Museum, institutional venues may also include:

- Sunnylands Center & Gardens
- Rancho Mirage Public Library
- The Galen--The PSAM in Palm Desert
- Agua Caliente Casino
- Various parks and open public spaces

Non-traditional venues under consideration include such places as the following:

- Mt. St. Jacinto
- A date farm
- Aerial Tramway
- Salton Sea
- Vacant buildings, store fronts, golf courses, etc.

Educational programming

An exhibition of this type, where many of the art works are in public spaces, allow for extraordinary educational opportunities for adults as well as school-age children and young adults. Programs will include but are not limited to lectures, tours, artist symposia, publications, on-line catalogue, and interactive programs. If funding is in place, educational programs will begin in 2016.

Budget and Funding

It is estimated that Desert X, scheduled for the first half of 2017, will cost up to \$3 million in its first iteration. More than half of the budget is for artist fees, production, shipping, and installation of the art works. Curatorial fees, administrative services, educational programs, and marketing make up the rest.

A two-year timeline allows for comprehensive fundraising through foundation grants, corporate and municipal sponsorships, in-kind donations, and individual gifts. The exhibition will be offered free and there is no anticipation at this time for earned income.

Agreements will be made with artists requesting that in the event an art work produced for Desert X is subsequently sold, production monies be donated back to the organization. Additionally, once the final list of artists is announced, Desert X will seek participation of one or more of the artists in the production of a limited edition art work for promotion and funding of the exhibition.



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Desert Biennial/Desert X: In a Crystal Ball

It is hard to predict the future of a new organization, however, there is much reason to believe that the exhibition will lead to several positive outcomes:

- Broader attention to the visual arts among the populace of the Coachella Valley
- Strong educational opportunities for audiences of all ages and social/economic backgrounds
- Enhancement of the profile of participating arts organizations and other partner organizations, including the Palm Springs Art Museum, Agua Caliente Cultural Center, local galleries, and educational and civic institutions
- Abundant national and international press coverage for the Valley and heightened awareness of this region as a vibrant "Place for Art," perhaps even encouraging more artists to move here
- Increased cultural tourism, attracting in particular international art aficionados who travel widely to visit exhibitions, art fairs, and biennials.

In addition, as a fiscally responsible governing entity, the board is looking closely at ways to sustain itself over the long-term, by researching possibilities for earned income, debating whether a two- or more-year cycle is the best sustainable model for such an ambitious project, and considering the efficacy of merging or partnering with another not-for-profit organization and/or a business entity to provide budgetary savings through cost and staff sharing, especially in non-exhibition years.

The board of directors are joined by many Coachella Valley cultural leaders in strongly believing Desert X will be a great boon to the cultural life of the Valley, will more firmly establish the artistic credentials of the region, and will be a major contributor to new developments within the world of international contemporary art.

10.28.2015

LEADERSHIP



Neville Wakefield
Artistic Director

Neville Wakefield records, documents and shapes the culture he lives in. As a creative director, writer, curator and commentator on contemporary art and culture, he combines objects, images and action and thought into provocative syntheses. Neville has served as the senior curatorial advisor for PS1 MoMA and curator of Frieze Projects. He is the co-founder of Destricted, a series of films that address the issue of sexuality in art. As well as serving as creative director for Tar magazine, Playboy's special projects / A-Z edition and global curator for the launch of Nike's Flyknit line, he was recently commissioned by German luggage manufacturer Rimowa to design and present a limited edition line of aluminum cases. Curatorial projects include Somos Libres in collaboration with Mario Testino with iterations in Italy and Peru and Elevation1049, a site-specific biennial in Gstaad, Switzerland.



Elizabeta Betinski
Executive Director

Elizabeta Betinski is a multifaceted creative, with roots transplanted to Los Angeles, California from Belgrade, former Yugoslavia. Through bardoLA, a new international arts nonprofit she founded, Elizabeta curated and produced We Must Risk Delight: Twenty Artists from Los Angeles, an official collateral event for the 56th la Biennale di Venezia, Biennale Arte 2015 in Venice, Italy. From 2003 through 2009, Elizabeta was the owner and director of Overtones Gallery in Los Angeles. There, she presented over 70 national and international artists in more than forty exhibitions. Elizabeta designed and co-edited L.A. Rising: SoCal Artists Before 1980, the seminal encyclopedia on Los Angeles artists, published in 2010 by the California/International Arts Foundation, where she was a co-director for more than a decade. In 2012, Elizabeta received an MFA in Creative Writing from Goddard College and is currently preparing her first book, *Tattoo*, for publication.

BOARD OF DIRECTORS



Paul Clemente
Art Director, Coachella Music & Arts Festival

Paul Clemente received a Bachelor of Arts in Film Production from Penn State University with a focus on still photography. He worked in commercial production in New York City and the visual effects industry in Los Angeles for more than 15 years. Paul was part of a team that created the ground breaking and Academy Award-winning visual effects for *The Matrix*. He transitioned out of the film industry by using his years of fabrication and material experience to build large scale art and temporary structures for 14 years at the Burning Man Festival in Nevada. In 2007, he was hired by Los Angeles-based music promoter Goldenvoice as the art director for the Coachella Valley Music and Arts Festival where he continues to work today.



Susan Davis
Founder & President, Desert Biennial
Editorial Director, The Annenberg Retreat at Sunnylands

Susan Davis, an award-winning public relations professional with more than 30 years of experience, works at The Annenberg Retreat at Sunnylands as communications specialist. A born and bred New Yorker, Susan joined Sunnylands after 15 years as Director of Communications at Cardozo School of Law. Prior to that appointment, she worked in major social service agencies and with national performing and visual arts programs and organizations. In New York, she was an adjunct professor of art history at St. Francis College, started the Cardozo Collection of art and photography, founded the Elsa Mott Ives Gallery at the YWCA of the City of New York, and was involved for more than 10 years producing poet/artist collaborations for theater and dance. For six years, Susan was a founding member of the President's Committee for the Arts and Humanities, appointed by President Ronald Reagan and nominated by House Speaker Tip O'Neill. She holds an M.A. in art history from George Washington University.



Beth Rudin DeWoody
*Art Collector, Curator, and
 President, Rudin Family Foundations*

Beth Rudin DeWoody, daughter of the late real estate developer Lewis Rudin and the late Gladyce Begelman, is President of The Rudin Family Foundations and Executive Vice President of Rudin Management Company. She is a well-known art collector and curator, having curated shows for art galleries in New York City, New Orleans, London and Vermont.

There was a show of her California art collection at the Parrish Museum in Southampton. A broader exhibition of her collection is at the Norton Museum of Art in West Palm Beach, Florida. Ms. DeWoody's board affiliations include the Whitney Museum of American Art, New Yorkers for Children, Inc., Creative Time, the New School University, Brooklyn Academy of Music (BAM), Design Museum Holon Israel, Save A Child America Inc. and The Police Foundation. Ms. DeWoody is also on the Advisory Board at The Glass House in New Canaan, and the Board of Overseers at the Hammer Museum in Los Angeles. Her professional affiliations include charter member of New York Women Executives in Real Estate. Ms. DeWoody is Chairman of the Arts and Culture Committee of the Association for a Better New York (ABNY), is on the Council of Conservators of the New York Public Library, and the Library Association of MOMA.



Jamie Kabler
Entrepreneur and Founder, Rancho Mirage Writers Festival

Jamie Kabler, who lives in Rancho Mirage, is an entrepreneur, philanthropist, trustee of the Palm Springs Art Museum, a member of the Board of Directors of the Betty Ford Foundation, and founder of the Rancho Mirage Writers Festival.

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Margaret Keung

Treasurer, Desert Biennial

Vice President, Pacific Premier Bank

Margaret Keung has more than 25 years of banking experience including 15 years in Coachella Valley. She is currently Vice President/Relationship Banker for Pacific Premier Bank, where she develops and manages affluent and business banking client relationships. Prior to joining Pacific Premier Bank, Margaret held similar positions at Bank of America and Union Bank. Dedicated to serving her community, she has held numerous volunteer positions with local organizations. Margaret currently serves on the board of the Hanson House Foundation, and is a committee member of the Palm Springs Pathfinders and Palm Springs Woman's Club. She is also closely tied to the local performing arts community, as her two daughters are avid dancers. Born in Hong Kong, Margaret holds a Bachelor's degree in business administration from University of San Diego. She lives with her family in Palm Springs, California.



Ken Kuchin

Vice President, Desert Biennial

Philanthropist

Ken Kuchin sold his New Jersey-based bus business in 1996. Since that time, he has traveled extensively, pursuing his interests in art, architecture, history, and conditions of our world: national politics, international affairs, environmental and social issues. He is currently on the boards of the New Museum and the Park Avenue Armory, both in New York City. He serves as Co-chair of the Film Department Trustees at the Museum of Modern Art, and supports various issues in support of the GLBT community. He and his partner, Tyler Morgan, share residences in New York City; East Hampton, NY; and Palm Springs, CA

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Yael Lipschutz

Curator

Yael Lipschutz is a Los Angeles- and Joshua Tree-based independent curator. Her exhibitions include Cameron: Songs for the Witch Woman at MOCA, Los Angeles (October 11, 2014- January 11, 2015) and Noah Purifoy: Junk Dada, co-organized with Franklin Sirmans at LACMA to open in June 2015. Yael holds a Ph.D. in Art History from USC, teaches modern and contemporary art at Loyola Marymount University, and writes for Flash Art, Art in America, and KCET Artbound.



Zoe Lukov

Director of Exhibitions, Faena Art, Miami Beach and Buenos Aires

Prior to her current position, Zoe Lukov worked on the curatorial teams for Prospect 3, the U.S. biennial in New Orleans, and on the curatorial team for the inaugural Biennial of Contemporary Art in Cartagena, Colombia. Prior to those positions, she worked for Jeffrey Deitch at MOCA Los Angeles. A graduate of Oberlin College, Zoe spent a year in Colombia as a Fulbright Scholar, researching the changes and continuities in both traditional and contemporary performance practices throughout the country.



Tristan Milanovich

Fashion Stylist

As an active member of the Agua Caliente Band of Cahuilla Indians, Tristan Milanovich strives to promote a vibrant relationship between the greater Palm Springs community and the Tribe. Over the years, Tristan has served on many initiatives including: Mizell Senior Center, The Agua Caliente Cultural Museum Board, Guide Dogs of the Desert, amongst other charitable efforts. In addition to her commitment to the community, she pursues her passion as a fashion stylist.

Tristan works freelance for *Palm Springs Style Magazine*, while also lending a hand to various wardrobe stylists throughout Los Angeles. She has many interests including live music, traveling, and experiencing different cultures.



Steven A. Nash

Art Consultant

Former Executive Director, Palm Springs Art Museum

Dr. Steven Nash served as Executive Director of the Palm Springs Art Museum from April 2007 until January 2015. He studied at Dartmouth College and received his Ph.D. in art history at Stanford University. He was a museum professional for over 40 years, as Chief Curator at the Albright-Knox Art Gallery in Buffalo (1973-80), Dallas Museum of Art (1980-88), and Fine Arts Museums of San Francisco (1988-2001), and Founding Director of the Nasher Sculpture Center in Dallas (2001-2007). Among the many exhibitions he organized or co-organized are surveys on Naum Gabo, Pierre Bonnard, Henry Moore, Wayne Thiebaud, Alberto Giacometti, Henri Matisse, and Richard Diebenkorn, and three exhibitions on Picasso. He participated in the design and installation of four new museums and, in Palm Springs, of two satellite facilities. Dr. Nash is now an art consultant working on research, writing, and exhibition projects and sits on a number of arts boards.



Ed Ruscha

Artist

Ed Ruscha, born and raised in the Midwest, lives and works in Los Angeles, where he studied at the Chouinard Art Institute (now California Institute of the Arts) from 1956 to 1960. By the 1960s and 1970s, his well-known images of the Twentieth Century Fox logo, gas stations, and other icons of American culture—as well as his association with the renowned Ferus Gallery group—had established him a leader in the West Coast Pop art movement. He is well known for his paintings, photographs and films, as well as extraordinary artist's books, most often based on his photographic explorations of the Southern California landscape. Ruscha has been the subject of major presentations worldwide, including San Francisco Museum of Modern Art, the Centre Georges Pompidou, the J. Paul Getty Museum, the Hirshhorn Museum and Sculpture Garden; the 51st Venice Biennale in 2005; the Jeu de Paume; London's Hayward Gallery; the Modern Art Museum of

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Fort Worth, the Hammer Museum, and the Kunsthaus Bregenz in Austria. He is a trustee of San Francisco Museum of Modern Art and the Noah Purifoy Foundation.



Liz Sorensen

Secretary, Desert Biennial

Trustee, The Annenberg Foundation Trust at Sunnylands

Elizabeth Sorensen, a Trustee of The Annenberg Foundation Trust at Sunnylands, is an art advisor and curator. She is founder of Skylight Projects, an alternative art space in NYC, that featured younger emerging artists, and she has written for catalogs and magazines. She sits on the boards of Creative Time in New York, the Serpentine Gallery and Artangel in London. A graduate of the Sotheby's master's program, Liz resides in London, UK.



Mary Sweeney

Vice President, Desert Biennial

Chair, Film Independent Board of Directors Dino and Martha De Laurentiis, Endowed Professor, School of Cinematic Arts, USC

Mary Sweeney is a feature film director, producer, writer, and editor. She began a creative collaboration with director David Lynch on *Blue Velvet* in 1985, which continued for the next 20 years through *Inland Empire* 2006. During that time she acted as Producer, Editor and Screenwriter on several films. She was awarded a British Academy Award for Best Editing in 2001 for *Mulholland Drive*. Sweeney wrote the screenplay for *The Straight Story* for which Richard Farnsworth received an Academy Award nomination. Her producing credits date to 1995 with *Nadja*, and include *Lost Highway*, *The Straight Story*, *Mulholland Drive* and *Inland Empire* (2006), directed by Lynch, and *Baraboo* (2009) her directorial debut based on her original screenplay. Sweeney is the Dino and Martha De Laurentiis Endowed Professor of film at USC, where she teaches Graduate Screenwriting Thesis and "Dreams, The Brain and Storytelling." She is the Chair of the Board of Directors of Film Independent, the non-profit organization that produces the Independent Spirit Awards, the Los Angeles Film Festival, and the Film Independent Series at LACMA.



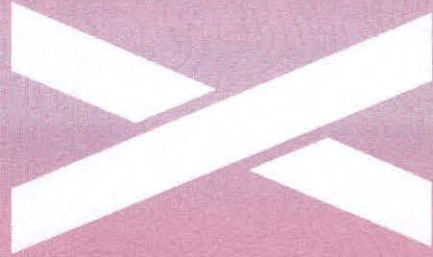
Lyn Winter

International communications and marketing strategist, Former Director of Communications, MOCA, Los Angeles

Lyn Winter is a creative strategist and communications specialist in contemporary art, design, fashion and architecture. She has more than 25-years' experience working for and with major corporations and institutions, including Christie's, Google, Levi's, Louis Vuitton, and the Museum of Contemporary Art, Los Angeles, where she served as director of communications from 2007 to 2014. Lyn's clients have included Isaac Tigrett, Peter Grant, Malcolm McLaren and John

Goldstone, Island Records, British promoter Harvey Goldsmith, architecture firm Marmol Radziner, Pentagram, the Academy of Art in San Francisco, the Los Angeles Modernism Show, Blackman Cruz, Depart Foundation, JF Chen, and USC Pacific Asia Museum. She has directed campaigns and projects for art and cultural leaders and for notable exhibitions and related events working directly with Marina Abramovic, Doug Aitken, Urs Fischer, James Franco, Cai Guo-qiang, Harmony Korine, Takashi Murakami, Ryan Trecartin, and Francesco Vezzoli, as well as with notable collectors, curators, galleries, art patrons, and the international media. Born in Manchester, UK, Lyn graduated with a first class master's degree from the University of Cambridge. She began her career at Merrill Lynch, London as an investment banker and moved on to pursue international marketing at MTV Networks Europe. Lyn is also an artist and interior designer. She lives and works in Los Angeles.

DESERT



DESERT EXHIBITION OF ART



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VISION

A valley-wide, site specific,
international, contemporary
art exhibition.

A three-month event that will encompass cultural
tourism, arts education, economic development, and
art and culture in a reinvigorated Coachella Valley.



MONGOLIAN 360.

3RD LAND ART BIENNIAL.

"BLUE SKY HORSES"

BY ZIGO BARAYAZARRA

DESERT EXHIBITION OF ART

AN EXHIBITION FOR 2017

Artists and artworks will amplify
and activate the area's natural beauty,
history, socio-economic fabric,
and multi-cultural community.



3



DESERT EXHIBITION OF ART

LEADERSHIP

An Artistic Director of international reputation. A Board of Directors composed of representatives of communities and organizations in the Coachella Valley as well as major arts organizations in Los Angeles, San Francisco, New York, Miami and London.

Artistic Director Neville Wakefield brings to Desert X an international reputation as a curator, writer, and commentator on contemporary art and culture.



The oldest contemporary art biennial is held in Venice.

Since 1895, Venice, Italy has celebrated international contemporary art by hosting the Venice Biennale. This exhibition has become a critical factor in the art market and has grown to have global, social, and political implications.





PROSPECT 3.

NEW ORLEANS 2014.

"YOU BELONG HERE"

BY TAVARES STRACHAN

DESERT EXHIBITION OF ART

BENEFITS

Biennials enrich the cities that host them.

Research shows that biennials bring art lovers, artists, tourists, economic benefits and international publicity to the cities and areas where they are held. The New Orleans Art Biennial, Prospect, was founded in 2007 after the city was devastated by Hurricane Katrina. Three years ago, New Orleans claimed a city-wide economic impact of \$23.2 million from Prospect.



12TH SHARJAH BIENNIAL

AORIAN VILLAR ROJAS

DESERT EXHIBITION OF ART

SITE-SPECIFIC COMMISSIONS

Biennials in Istanbul, Gwangju, Berlin, Mongolia, and Sharjah are close in concept to Desert X given their focus on site-specific artwork—created for a specific place; integrated with its surroundings, whether indoors or out.



7

DESERT

10TH ISTANBUL BIENNIAL

1650 CHAIRS STACKED

BETWEEN TWO CITY

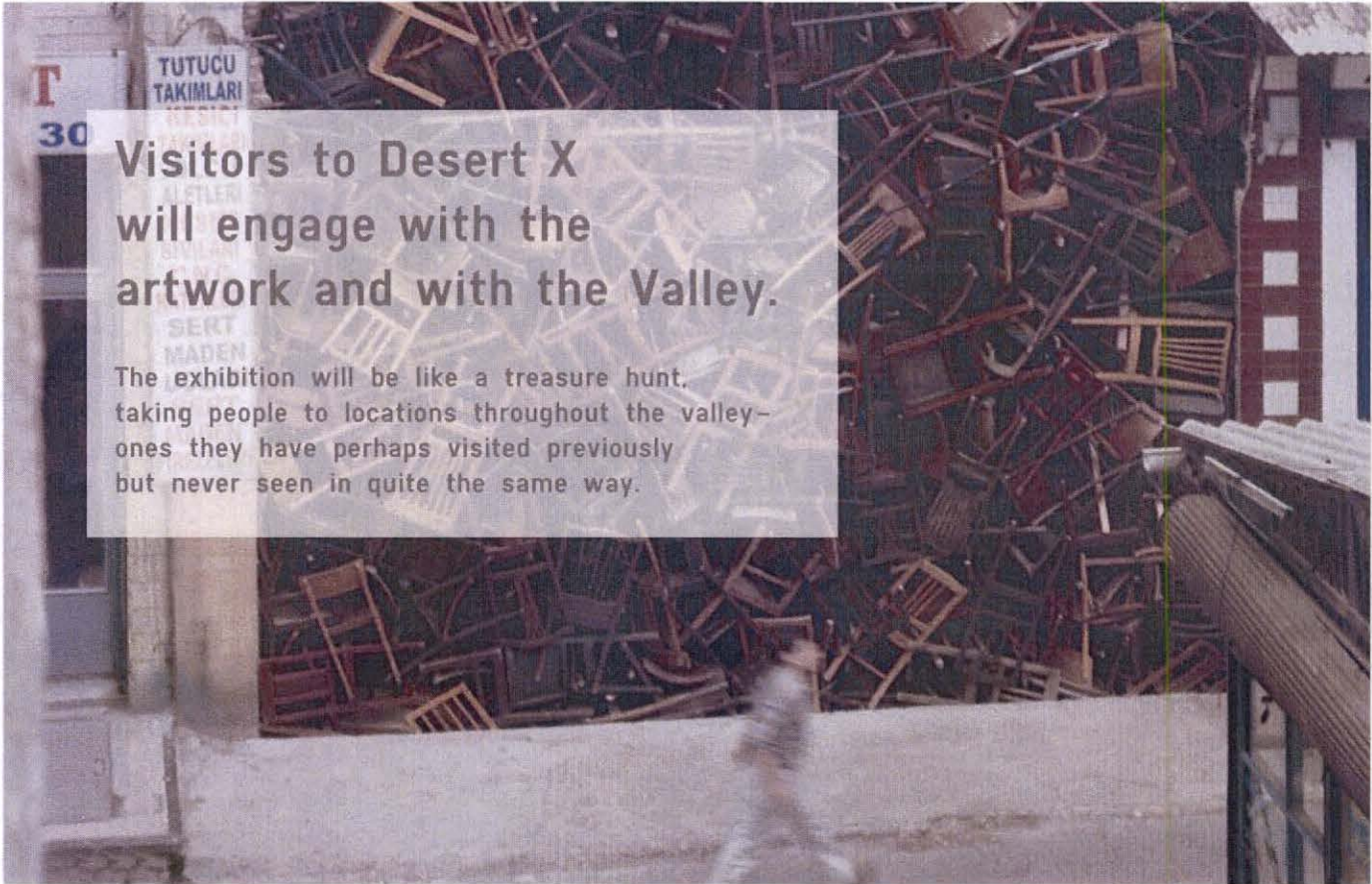
BUILDINGS*

BY DORIS SALCEDO

DESERT EXHIBITION OF ART

Visitors to Desert X will engage with the artwork and with the Valley.

The exhibition will be like a treasure hunt, taking people to locations throughout the valley—ones they have perhaps visited previously but never seen in quite the same way.



8

VENUES

Art will be exhibited indoors and outdoors, in sites selected by the organizers, or chosen by the artists as particularly integral to their work.



PALM
SPRINGS
ART
MUSEUM



AGUA
CALIENTE
CASINO



RANCHO
MIRAGE
PUBLIC
LIBRARY



PALM
SPRINGS
BOXING
CLUB

LOCATIONS

Outdoor spaces under consideration
are in the valley and from Joshua
Tree to the Salton Sea.



PIONEERTOWN



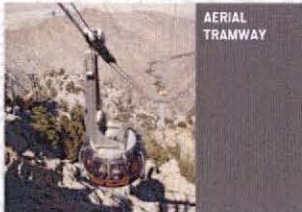
DESERT
CENTER
CAFE



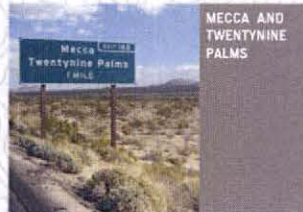
SUNNYLANDS
CENTER &
GARDENS



DATE FARMS



AERIAL
TRAMWAY



MECCA AND
TWENTYNINE
PALMS

DESERT X

WRAPPED COAST.
ONE MILLION SQUARE FEET
CHRISTO AND JEANNE-CLAUDE
1969-69
DESERT EXHIBITION OF ART

BUDGET

\$2.85 MILLION

53%



53% Artist Fees
Artist Fees, Production,
Shipping and Installation

17.5%



17.5% Curatorial Staff
Curatorial, staff salaries

17%



17% Marketing
Marketing, legal, office,
publications

12.5%



12.5% Educational Programs
Educational programs,
travel, miscellaneous



IMAGINE

**Art in the desert...
Artists, collectors, the international
art world gather for an innovative,
site-specific celebration of the
Coachella Valley.**

The New York Times <http://nyti.ms/1MJucEf>

ART & DESIGN

A Desert Biennial Alongside Coachella Is in the Works

Inside Art

By JORI FINKEL, HILARIE M. SHEETS and ROBIN POGREBIN DEC. 31, 2015

Ever since Ed Ruscha and friends threw a Royal typewriter out the window of a speeding Buick LeSabre near Los Angeles for his 1967 photographic book, “Royal Road Test,” the impact of the California desert has been visible in his work. Now, Mr. Ruscha is part of an effort to establish a biennial-like exhibition in the Palm Springs area that would be timed for February through April 2017 to overlap with Modernism Week and the Coachella Valley Music and Arts Festival, two big crowd-pleasers.

Mr. Ruscha is on the board of the nonprofit group behind Desert X, as the new event is called, which has hired the writer-curator Neville Wakefield as artistic director for its first event, with the former Los Angeles gallerist Elizabeta Betinski as executive director. The name stands for Desert Exhibition of Art.

Born on the Isles of Scilly off Cornwall, England, and based in New York, Mr. Wakefield said he had been spending more time in the California desert and noted its fascination for artists. “I’m interested in the way that entropy plays into art and this dialogue between creation and destruction, and that’s something you see very clearly in the desert,” he said in an interview. “It’s such an extreme environment — so elemental.”

The idea is to invite artists to respond to the desert’s history, geology or mythology, or otherwise to create site-specific works, not unlike the way Mr. Wakefield’s 2014 exhibition in Gstaad, Switzerland, took for inspiration an icy “white landscape instead of a white cube,” as he put it.

Mr. Wakefield said it was too early to say how many artists might be included or which sites in the desert would be used. He also acknowledged that Desert X might not keep to a biennial schedule. “All that’s established for now is that it’s a recurring event,” he said.

The event founder is Susan Davis, who oversees publications for the Annenberg Retreat at Sunnylands, in Rancho Mirage, Calif. Besides Mr. Ruscha, board members include Paul Clemente, who runs the visual art program at the Coachella music festival; Steven Nash, a former director of the Palm Springs Art Museum; the filmmaker Mary Sweeney; the curator Yael Lipschutz; and the art collector Beth Rudin DeWoody. So far, financing has come from board members and the Coachella music festival. JORI FINKEL

High Line Art

While Central Park was designed as a bucolic escape from the city, the High Line elevated park is a bustling promenade threaded through historic and rapidly rising new construction, from Gansevoort to 34th Streets. "It's a space always in motion, both because you have to walk from one end to the other and because the city is changing so quickly around you," said Cecilia Alemani, who heads the High Line's art program.

Ms. Alemani has taken this idea of constant movement and pilgrimage as the departure point for a group exhibition, "Wanderlust," opening in April, with works by 10 artists. Visitors will confront Tony Matelli's startlingly realistic "Sleepwalker," an oversized sculpture of a man in his underwear with arms outstretched. (The piece prompted reactions from amusement to outrage on the Wellesley College campus last year.) They can become passengers in Marie Lorenz's water-taxi rowboats, at Gansevoort Plaza, periodically lowered from the underside of the structure by the artist for boat rides on the Hudson River in her project "Tide and Current Taxi." Parents with pre-toddler children can join Roman Ondak's daily collective performance piece "Teaching to Walk." High Line strollers will also encounter solo commissions next spring from Barbara Kruger, Nari Ward and Kathryn Andrews.

With just one more short stretch of old train tracks crossing 10th Avenue at 30th Street still to open, is the novelty appeal of the High Line journey winding down? Robert Hammond, a founder and executive director of Friends of the High Line, anticipates new collaborative possibilities and synergistic vantage points with the Culture Shed, the art/design/media/performance space under construction in Hudson Yards at the north end of the High Line, projected to open in 2019.

"From the High Line, you'll be able to see how the Culture Shed rolls in and out of a big open plaza," Mr. Hammond said. "It's going to be another part of this interesting walk."

HILARIE M. SHEETS

Another Homer in Maine

The Portland Museum of Art in Maine hardly seems to need another Homer. It already has nearly 700 works by him, as well as the Winslow Homer Studio, where Homer lived and painted from 1884 until he died in 1910.

But the museum did not have an interior scene by Homer, nor one from the 1870s, until now. From a family with roots in Maine, it has acquired "An Open Window," one of four paintings Homer did in 1872 featuring a solitary young woman near a window.

The work — part gift, part purchase — bridges the period between the collection's early Homer oils, like "Sharpshooter" (1863), and its later paintings, such as "Weatherbeaten" (1894).

"Something like this doesn't come along that often for us," said Mark Bessire, the museum's director. "Our paintings and watercolors are much more '80s and '90s."

The newly acquired work "was painted just a few years after the Civil War, and Homer was not really a trained academic painter, having come out of a print shop," Mr. Bessire added. "He's really just figuring out that he can become an oil painter."

The museum has also been given Andrew Wyeth's "River Cove" (1958), by David Rockefeller, in honor of his son, Dr. Richard Rockefeller, who died in a plane crash in 2014.

"It's not as narrative as some of his other works — more abstract, fairly monochromatic," Mr. Bessire said of

the Wyeth. "It's kind of a tour de force of painting."

These acquisitions are part of a larger effort to strengthen the museum through building the collection as well as increasing access. The museum has just published the first catalog of its collection, put the collection online and opened an art study room. It also plans to reinstall all its galleries.

"I wanted to think more about how the museum was being presented," Mr. Bessire said. **ROBIN POGREBIN**

A version of this article appears in print on January 1, 2016, on page C22 of the New York edition with the headline: A Desert Biennial Alongside Coachella.

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Leaders plan Coachella Valley-wide art exhibit for 2017

Kia Farhang, The Desert Sun 5:24 p.m. PST January 4, 2016

Organizers want Desert X to highlight the desert's unique qualities with free art in multiple locations.



(Photo: Photo courtesy of Desert X)

Add contemporary art to the list of reasons to visit the Coachella Valley.

A group of philanthropists and creative professionals plans to bring a free international art exhibition to the desert early next year. Still in the planning stages, Desert X will run for three months starting in February 2017.

"You come here for mid-century modern architecture, you come here for tennis, polo, music," said Susan Davis, editorial director at The Annenberg Retreat at Sunnyslands. "But people who are interested in contemporary art don't usually say, 'Let's go to the Coachella Valley to look at art.' And I'd like this exhibition to change that."

Davis heads the exhibition's board of directors, which just selected Neville Wakefield as the first artistic director for Desert X. In the coming months, Wakefield will select which artists to feature and where to stage their exhibits.

Wakefield curated a similar site-based exhibition called 'Elevation 1049' in Gstaad, Switzerland, in 2014. Visitors to the free event saw art inspired by the frigid resort town.

The idea for Desert X is the same: Artists will spend time in the Coachella Valley soaking up the culture before producing work that highlights the area's unique charm.

The desert is a place of "scarcity, of stark contrasts, crude survival, mystery and transformation," Wakefield said in a press release announcing his appointment. "But it is this very inhospitality towards life that has in part made it receptive to new forms."

Organizers also passed a list of local artists to Wakefield for his consideration, Davis said. She hopes to promote any other valley art events that occur during Desert X.

"We've cast a broad net to let people know that ideally we want to make things as inclusive as possible," Davis said.

She hopes Desert X will complement the area's flurry of winter and spring events like the Palm Springs International Film Festival, Modernism Week and the Coachella Valley Music and Arts Festival.

Several local partners, including Sunnyslands Center and Gardens, the Palm Springs Art Museum, the Triada Palm Springs Hotel and local philanthropists like film festival chairman Harold Matzner are supporting the exhibition.

Organizers want Desert X to be a recurring event – though how often it happens depends on how much money they can raise, Davis said.

Wakefield will lay out his vision for Desert X at an event in Santa Monica at the end of the month, with events in Palm Springs, Los Angeles and New York to follow. Davis said at least a partial list of participating artists should be released in the next few months.

The artists involved could teach master classes or conscript local students as volunteers, Davis said. And the event will likely bolster the area's tourist economy.

"I think it's a win for students, it's a win for businesses, it's a win for the general populations here," she said. "It focuses attention on how beautiful and what a spectacular and interesting place we live (in)."

Kia Farhang covers Palm Springs, Cathedral City and Desert Hot Springs. Reach him at (760) 778-4625, Kia.Farhang@desertsun.com or on Twitter @KiaFarhang.

Read or Share this story: <http://desert.sn/1R8i9bf>

TOP VIDEOS



Palm Springs film fest movies to watch Jan. 7

08:23

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Tex Wash Bridge investigation

02:17

[\(/videos/news/2099545407001/4688715632001\)](/videos/news/2099545407001/4688715632001)



Time lapse video of weather moving into the valley January 6

01:23

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Officials: Earthquake not unusual

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Palm Springs film fest: movies to watch Jan. 6, 2016

07:52

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Artist Stephen Baumbach for Desert Magazine

01:12

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First rain of 2016

00:59

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[Rain, rain and more rain](#)
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[Palm Springs film fest: movies to watch Jan. 5, 2016](#)
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03:11

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[Will Smith talks about 'Concussion'](#)
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[Palm Springs film fest: movies to watch Jan. 3](#)
05:24

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[Police seek public help to solve double homicide](#)
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[Artist Sofia Enriquez creates mural in Coachella](#)
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[Joe Caridi \(Palm Desert, LB #5\) football highlights](#)
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[Mickey Thomas talks about life in the desert](#)
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[Read With Me helps students learn literacy](#)
01:30
[\(/videos/news/2099545407001/4670613459001\)](#)



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00:38
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[Coachella mosque hosts forum on Islam](#)
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[Non-golfers at Morningside feel HOA snub](#)
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[Fans line up for Star Wars](#)
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[Hydrant struck, water gushes](#)
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MORE STORIES



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Jan. 7, 2016, 9:18 a.m.



Palm Springs downtown plan draws criticism at public hearing (/story/news/2016/01/07/palm-springs-downtown-plan-draws-criticism-public-hearing/78272904/)

(/story/news/2016/01/07/palm-springs-downtown-plan-draws-criticism-public-hearing/78272904/)

Jan. 6, 2016, 10

p.m.



9 Reasons Back Pain Shouldn't Get You Down (/story/sponsor-story/desert-regional-medical-center/2015/10/01/back-pain-desert-regional-medical-center/73170346/)

(/story/sponsor-story/desert-regional-medical-center/2015/10/01/back-pain-desert-regional-medical-center/73170346/)

Dec. 10, 2015, 11:07 a.m.

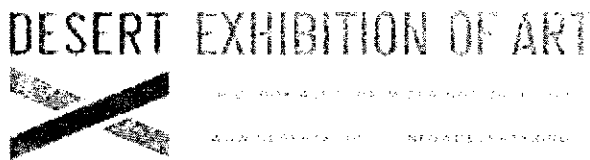
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ATTACHMENT 2



Public Arts Commission
City of Palm Springs
City Hall
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

October 5, 2016

Dear Palm Springs Public Arts Commissioners Mara Gladstone, Ann Sheffer, Thomas Yanni, Bonnie Ruttan, Joshua Edmundson, Alfonso Murray and Melanie Brenner,

As a brief summary of our first presentation about Desert X to the Palm Springs Public Arts Commission on January 14, 2016:

Desert X is a site-specific, international contemporary art exhibition that will take place throughout the Coachella Valley from February through April 2017. It is an ambitious program to create and install art inspired by the natural beauty of the desert: the artists will create pieces that reflect and amplify the environment, as well as the cultural traditions and socio-political diversity and richness of the Coachella Valley.

Using institutional, commercial, and non-traditional spaces for the exhibit, Desert X will surprise, delight and educate the audiences – whether seeking out the art or happening upon it, the viewers will be inspired to think, learn and explore as if on a treasure hunt. Desert X Artistic Director, Neville Wakefield, an internationally renowned curator, is selecting a diverse group of artists, representing both emerging and established talent, local and international.

Desert Biennial, a charitable 501(c)(3) organization tasked with producing Desert X was founded in 2015 and is governed by a diverse Board of Directors deeply committed to the success of the project. Many are well known to the international art community and sit on various art museum and art foundation board. Envisioning Desert X as both an international art exhibition, as well as a community and educational event, the board has been reaching out to Valley cultural organizations, artists, and tourist boards to ensure that they are included in the conversation and ultimately benefit from Desert X.

Partners to Date and Funding Sources: Palm Springs Art Museum, Sunnylands Center & Gardens, and the Coachella Valley Music and Arts Festival have signed on as partners of Desert X and will provide sites and support for the exhibition. The same is expected of many of the municipalities of the Coachella Valley, from the City of Palm Desert to the City of Indio. We have received marketing support and a grant from the Greater Palm Springs Convention and Visitors Bureau, Triada Palm Springs became our first—and very generous—hotel sponsor, and PS Resorts has indicated it will be extremely supportive of our activities. Additionally, each member of our Board of Directors has made a contribution, and we have received major support from such Valley-based philanthropists as Donna MacMillan, Helene Galen, Harold Matzner, and Brent Harris.

Request: We are requesting support from the Palm Springs Public Arts Commission in two distinct and complimentary ways that will help support the production, installation and interpretation of site-specific work of contemporary art to be created within city limits of Palm Springs, specifically, at the site of James O. Jessie Desert Highlands Unity Center.

DESERT EXHIBITION OF ART



4000 ROCK AVENUE, SUITE 1000 PALM SPRINGS, CA 92262

WWW.DESERTX.COM | INFO@DESERTX.COM

We are requesting a \$25,000 grant, as well that the Palm Springs Public Arts Commission consider assisting the Desert X team with obtaining any necessary permits and waving any related fees that might be needed for production of the art piece.

In recognition of this support, Desert X will list the Palm Springs Arts Commission as a major supporter on all exhibition and marketing materials, in press and media materials, and will make available several VIP and membership benefits, including invitations and access to a variety of preview and VIP events.

In the following pages you will find the total project budget for Desert X, as well as a preliminary proposal of an artist project that Desert X Artistic Director, Neville Wakefield, has in mind for the City of Palm Springs: an installation by contemporary African-American artist Hank Willis Thomas to be installed at the James O. Jessie Desert Highland Community Center. Further, as Desert X has education as one of its foremost goals, we are also presenting in the following pages our educational partnership with DIGICOM, a Palm Springs-based organization, which the Public Arts Commission's grant funds would also support.

To learn more about Desert X we invite you to view the recently produced video about the exhibition at the following link: <https://youtu.be/fMGi8oWZTOs>.

We welcome your questions and response and look forward to an ongoing relationship that will be beneficial to both Desert X and the community of the City of Palm Springs

Sincerely,

Susan Davis
President and Founder
Desert X

Elizabeta Betinski
Executive Director
Desert X

DESERT EXHIBITION OF ART



DESERT EXHIBITION OF ART

ADDRESSES TO OUR ENIGMATIC WORLD

DESERT X 2017 – TOTAL PROJECT BUDGET

<i>Description</i>	<i>Amount</i>
LEGAL- ACCOUNTING	
Accounting & Legal Fees	\$2,000
Subscriptions, PO Box	\$1,000
Insurance	\$3,000
SALARIES & CONSULTING FEES	
Artistic Director fees	\$125,000
Executive Director salary	\$90,000
Exhibition Manager & Assistant to AD & ED	\$42,000
Grant Writer	\$10,000
Education Program development consulting fee	\$15,000
Development & Education Director - PT	\$30,000
MARKETING / PR / FUNDRAISING	
Marketing & PR	\$60,000
Website: Launch, Development & Maintenance	\$30,000
Founding Member Program Quarterly Events [X4]	\$20,000 (\$5,000 x 4 events)
Entertaining, Board expenses	\$3,000
Miscellaneous Printing	\$2,000
TRAVEL	
Travel Expenses, Desert X Team	\$14,400 (\$1,200 per month)
Travel Expenses, Visiting Artists	\$24,000 (\$1,200 x 20 artists)
Airfare, Visiting Artists	\$18,000 (\$1,200 x 15 artists)
PRODUCTION	
Art Installation (20 artists @ \$50K)	\$1,000,000
Additional production costs (equipment rental, etc)	\$300,000
Permits and fees	\$20,000
Publication	\$50,000
Collateral Materials	\$40,000
Photography	\$30,000
Printing	\$50,000
RUN OF THE EXHIBITION [2-3 months]	
Opening Event	\$20,000
Additional Staff	\$15,000
Exhibition Tours	\$20,000
Education Pilot Program	\$50,000
Miscellaneous overages [5% of total budget]	\$105,000
TOTAL PROJECT BUDGET	\$2,189,400

A topographic map of a desert region, showing contour lines, roads, and geographical features. A large, bold black 'X' is superimposed over the center of the map.

DESERT

DESERT EXHIBITION OF ART

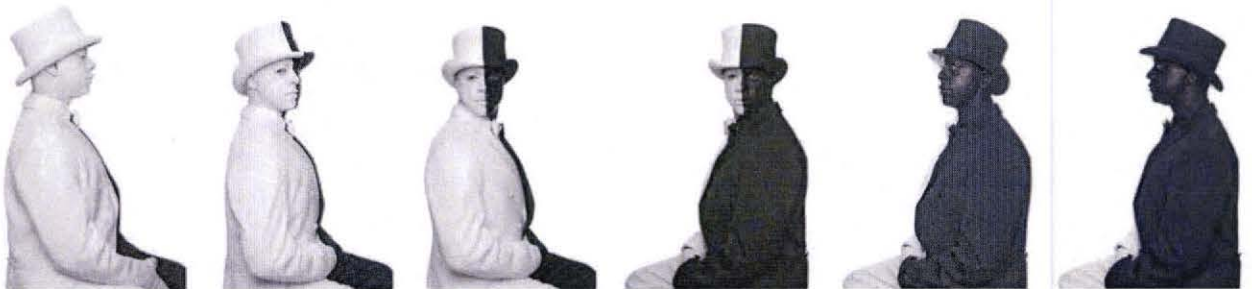
FEBRUARY 25 - APRIL 30 2017

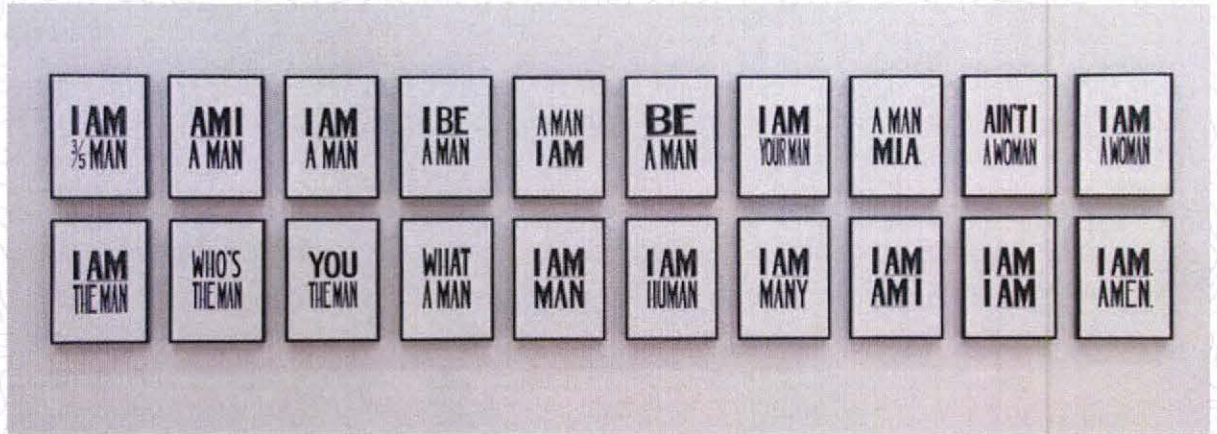


JAMES O. JESSIE DESERT HIGHLAND UNITY CENTER



HANK WILLIS THOMAS





HANK WILLIS THOMAS is a photo conceptual artist working primarily with themes related to identity, history and popular culture. He received a BFA in Photography and Africana studies from New York University and his MFA/MA in Photography and Visual Criticism from the California College of Arts. Thomas' monograph, *Pitch Blackness*, was published by Aperture. He has exhibited throughout the U.S. and abroad including, the International Center of Photography, Studio Museum in Harlem, and the Baltimore Museum of Art, among others. Thomas' work is in numerous public collections including The Museum of Modern Art New York, The Solomon R. Guggenheim Museum, The Whitney Museum of American Art, The Brooklyn Museum, The High Museum of Art and the National Gallery of Art in Washington DC. His collaborative projects have been featured at the Sundance Film Festival and installed permanently at the Oakland International Airport, The Birmingham-Shuttlesworth International Airport, The Oakland Museum of California, and the University of California, San Francisco. He is also and a recipient of the New Media grant from Tribeca Film Institute and New Media Infinity Award from the International Center of Photography for his transmedia project, *Question Bridge: Black Males*. Recent notable exhibitions include Hank Willis Thomas at the Cleveland Museum of Art and *Repetition and Difference* at the Jewish Museum in New York. He sits in the Public Design Commission for the city of New York. Thomas is represented by [Jack Shainman Gallery](#) in New York City and [Goodman Gallery](#) in South Africa.



PROPOSAL FOR DESERT X

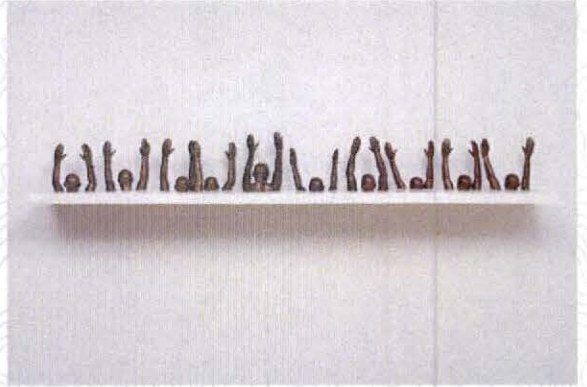
Hank Willis Thomas' piece appropriates the photovoltaic panel as sculptural form and supportive framework for a text piece rendered in neon. Incorporating an object whose shape is dictated by its functional role in harnessing and converting the sun's power, the piece juxtaposes this with text SOL - Spanish for Sun - to conceptually foreground the relationship between language and object, and highlight the connection between the Anthropocene - an epoch that defines a time when human activity began having the dominant influence on the environment; and Ecology, a study of interactions among organisms and their environment.

"SOL" (two possible renderings pictured below) would be installed on the grounds of the James O. Jessie Desert Highland Unity Center, in accordance to the community's use of the grounds. With "SOL," the artist questions our consumption of energy but also proposes a solution that would be of benefit to humanity and the environment - in that regard, the word SOL does not only refer to the main energy source for our planet, the sun, but also, in a play of words where "sol" can be read to sound as "soul," the viewers are encouraged to connect with their own source of power.





The Cotton Bowl, 2011



Raise Up, 2014



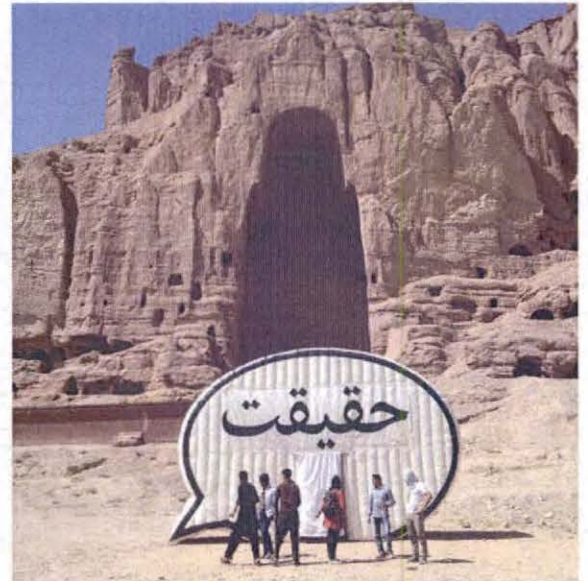
Question Bridge: Black Males, 2013



A Chorus Line from the series Fair Warning, 2010



The Truth Booth, 2015, Brooklyn, NY.



The Truth Booth, 2013, Bamiyan, Afghanistan.



Installation view of Hank Willis Thomas: *What Goes Without Saying*, Jack Shainman Gallery, New York, 2012.

ATTACHMENT 3

SPONSORSHIP AGREEMENT

Desert Biennial

THIS FUNDING AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the City of Palm Springs, a California charter city and municipal corporation, (herein "City"), and Desert Biennial, a California non-profit organization, (herein "Recipient").

RECITAL

A. The City and Recipient are mutually interested in the funding of programs and services to the Palm Springs community.

B. The Recipient has agreed to provide such services to the Palm Springs community pursuant to the terms of this Agreement.

C. Based on its experience and reputation, the Recipient is qualified to provide the services and desires to provide such services.

D. City desires to support the services of Recipient.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. **SERVICES OF RECIPIENT**

1.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, Recipient agrees to provide services as generally described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services").

1.2 **Compliance with Law.** All services rendered under this Agreement shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state, or local governmental agency of competent jurisdiction.

1.3 **Licenses and Permits.** Recipient shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 **Promotional Literature.** In the event Recipient distributes promotional literature advertising the Services, City shall be acknowledged as a sponsor of the Services.

1.5 **Volunteer Coordination.** To the extent reasonable, if requested by City, Recipient agrees to notify its employees, members and volunteers of opportunities to volunteer at City events.

1.6 Recipient shall provide The Recipient shall advertise and promote the City of Palm Springs within its pre-exhibition advertising, on site, post-exhibition and online advertising as shown in Exhibit A and invitations for guests to attend VIP receptions and events.

2. COMPENSATION OF RECIPIENT

2.1 Compensation of Recipient. City agrees to provide Recipient with funding in an amount not to exceed twenty-five thousand dollars (\$25,000.00) to be used for providing the Services.

2.2 Method of Payment. City will provide Recipient with funding within thirty (30) days of receipt of an invoice from Recipient.

2.3 Changes. In the event any change or changes to the Services is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional funding.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Recipient shall complete the Services no later than April 30, 2017. Any remaining unused funds after June 30, 2017 shall be returned to City.

3.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Recipient, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Recipient shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of twelve months, after the execution of this Agreement unless extended by mutual written agreement of the parties.

4. COORDINATION OF WORK

4.1 Representative of Recipient. The following principal of Recipient is hereby designated as being the representative of Recipient authorized to act on its behalf with respect to the Services specified herein and make all decisions in connection therewith: Susan Davis, President.

4.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. Unless otherwise specified herein, any approval of the City required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. Recipient shall not contract with any other individual or entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Recipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. Recipient shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Recipient's work product, result, and advice. Recipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5. INSURANCE

Recipient shall procure and maintain, at its sole cost and expense, policies of insurance as required by the City Attorney.

6. INDEMNIFICATION.

To the fullest extent permitted by law, Recipient shall defend (at Recipient's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Recipient's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Recipient, its officers, employees, representatives, and agents, which Claims arise out of or are related to Recipient's negligence or willful misconduct in the performance of this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Recipient's indemnification obligation or other liability hereunder.

7. RECORDS AND REPORTS

7.1 Reports. Recipient shall prepare and submit to the Contract Officer a report concerning the performance of the Services required by this Agreement within thirty (30) days of completion of the Services or upon expiration of this Agreement, whichever occurs first. The report shall also include all promotional materials developed

for the Programming and additional media and related items pertaining to the Programming.

7.2 Records. Recipient shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.3 Cost Records. Recipient shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall submit such materials to the Contract Officer a report concerning the performance of the Services required by this Agreement within thirty (30) days of completion of the Services or upon expiration of this Agreement, whichever occurs first.

7.4 Financial Records. Recipient shall provide to the City an Annual Financial Report, including a balance sheet, income statement, and a description of the Recipient's operations prepared in compliance with generally accepted auditing principles (GAAP) and certified by a licensed Certified Public Accountant no later than eight months following the close of Recipient's fiscal year end on September 30, 2017 in addition to the Internal Revenue Service Form 990 to be filed within the same time constraints. Recipient shall prepare and submit to the Contract Officer a report concerning the performance of the Services required by this Agreement within thirty (30) days of completion of the Services or upon expiration of this Agreement, whichever occurs first.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Recipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Recipient. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Recipient, except that where termination is due to the fault of Recipient and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Recipient shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Recipient shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Recipient may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Recipient, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Recipient or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Recipient acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement, nor shall Recipient enter into any Agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Recipient warrants that Recipient has not paid or given, and will not pay or given, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. Recipient covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

9.4 Political Use/Lobbying. Recipient covenants that the funds provided by City pursuant to this Agreement will not be used for political advocacy or lobbying purposes.

9.5 Non-Discrimination Certification.

- a) Recipient certifies and represents that, during the performance of the Agreement, the Recipient and any other parties with whom it may contract shall adhere to the City's non-discrimination and equal benefits as provided in the Section to assure that applicants and employees are treated equally and are not discriminated against

because of their actual or perceived race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner status, sex, gender, gender identity, gender expression, national origin, ancestry, or sexual orientation. Recipient further certifies that it will not maintain any segregated facilities.

- b) Recipient shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Agreement, state that it is an "equal opportunity employer" or that all qualified applicants will receive consideration for employment without regard to their actual or perceived race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner status, sex, gender, gender identity, gender expression, or sexual orientation.
- c) Recipient shall certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their actual or perceived race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner status, sex, gender, gender identity, gender expression, or sexual orientation.
- d) If requested to do so by the Contract Officer, Recipient shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- e) Recipient agrees to recruit Coachella Valley residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Agreement and which are performed within the city. The Contract Officer may agree to modify requirement where it is in conflict with federal or state laws or regulations.
- f) Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City: CITY OF PALM SPRINGS
David H. Ready, Esq., Ph.D., City Manager
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Phone: 760.322-8350
Fax: 760.323-8207
david.ready@palmspringsca.gov

To Recipient: DESERT BIENNIAL
Susan Davis, President
PO Box 4050
Palm Springs, CA 92263
Phone: 760-459-3329
Cell: 212-737-2824
susan@desertx.org

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year first above written. The undersigned hereby warrants that they are legally authorized and entitled to make the promises, covenants, and representations set forth herein.

"RECIPIENT"

By: _____

Title: _____

Date: _____

"CITY"

CITY OF PALM SPRINGS

ATTEST:

By: _____

Kathleen D. Hart, MMC, Interim City Clerk

By: _____

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

APPROVED AS TO FORM:

By: _____

Douglas C. Holland, City Attorney

By: _____

Marcus L. Fuller, MPA, PE, PLS
Assistant City Manager / City Engineer

EXHIBIT "A"
DESCRIPTION OF PROGRAMMING

Desert Biennial accepts funding in the amount of twenty-five thousand dollars (\$25,000) for the Programming described herein, located at various locations in the Coachella Valley and at a location to be determined in the City of Palm Springs, or as specified:

Marketing and Promotion

Under this agreement, Desert Biennial will include the City of Palm Springs in the following marketing and public relations efforts:

- Inclusion of the City of Palm Springs and the City of Palm Springs Public Arts Commission logo on the *Desert X* website and all appropriate print and digital materials.
- Recognition of the City of Palm Springs sponsorship in signage at the location of the installation site.
- Mention of the City of Palm Springs as a sponsor on all press releases.
- Any other appropriate locations/outlets as negotiated by both Parties.

Temporary Sculpture Installation

- Recipient shall provide a Temporary Sculpture installation, to be on display from February 22 – April 30, 2017, at a Site to be determined within Palm Springs at a mutually agreed upon location by both Parties.
- Recipient will make available the artist, curator, Executive Director, and/or a board member from Desert X for an educational programming event in Palm Springs in conjunction with the Temporary Sculpture installation.