



## CITY COUNCIL STAFF REPORT

DATE: June 17, 2009 NEW BUSINESS

SUBJECT: AGREEMENT FOR PLACEMENT AND LOAN OF ARTWORK BETWEEN  
THE CITY OF PALM SPRINGS AND THE PALM SPRINGS ART  
MUSEUM

FROM: David H. Ready, City Manager

BY: Community & Economic Development

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### SUMMARY

This action is to approve the loan agreement with the Palm Springs Art Museum for the loan and temporary placement of nine sculptures. The Loan Agreement is for a three year (3) term with an option to renew for an extended period of time. Nine (9) sculptures will be placed at locations throughout the Airport and one location at City Hall. The Public Arts Commission reviewed the proposal at the February 19, 2009 meeting and voted unanimously to accept the proposal. On March 11 the proposal was presented to the Airport Commission; a motion was made and unanimously carried to recommend City Council approval of the temporary art exhibit at the Airport as presented by Staff.

### RECOMMENDATION:

1. Approve the Agreement for Placement and Loan of Artwork between the City of Palm Springs and the Palm Springs Art Museum.
2. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

In January 2009 Public Arts Staff began working with Curator Sidney Williams of the Palm Springs Art Museum to discuss the loan of nine (9) sculptures to the City for placement at City Hall and the Palm Springs International Airport. City and Museum staff visited the airport to determine if suitable installation sites were available. After locations were selected, Public Arts staff met with the Airport Director to discuss the installing temporary artwork throughout the secure areas of the passenger terminals. The Airport Director reviewed the sites and the proposed artwork and approved nine (9) installation sites. The proposal was presented to the Public Arts and Airport Commissions for review and approval.

The term of the loan is for three (3) years with an option to renew for an extended period of time agreeable to all parties. No loan fee is associated with the exhibition of the artworks; however, the Public Arts fund will be responsible for all costs associated with the installation, de-installation, maintenance and insurance of the nine (9) sculptures for the duration of the loan. Costs include pouring concrete pads at certain locations, transportation of artwork from the Museum to the Airport and City Hall, crane rental and maintenance during the loan period. This cost is estimated to be approximately \$9,500 and would be paid from the Public Arts fund.

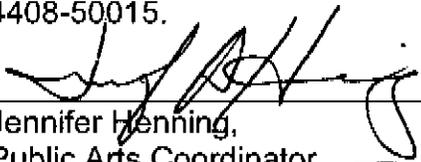
On February 19, 2009 Curator Sidney Williams made a formal presentation to the Public Arts Commission outlining the terms of the loan, the artwork and proposed installation sites. Ms. Williams advised that at this time the only pieces available for loan are the sculptures being presented. If City Council were to approve the loan agreement there is a possibility of rotating the artwork every couple of years, should alternate sculpture become available. The Commission voted unanimously to accept the proposal

At the March 11 Airport Commission meeting Staff presented the loan proposal, artwork and site locations approved by the Airport Director. The Airport Commission voted unanimously to accept the loan proposal and recommended to City Council that they approve the temporary art exhibit program at the Airport as presented by Staff.

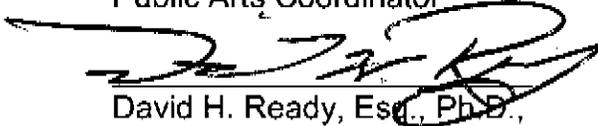
In conclusion, staff believes that the recommendation to approve the installation of the temporary exhibition meets the criteria of the Public Arts Ordinance. Additionally, the proposal provides an opportunity for the City and Palm Springs Art Museum to collaborate on the project providing artwork at a highly visible location for a nominal cost; therefore, staff is recommending approval of the proposal.

**FISCAL IMPACT:**

There is no fiscal impact to the General Fund. The installation costs will be paid from the Public Arts Specialized Equipment Account #150-30-4408-43160. The cost to maintain the sculptures will be paid from Public Arts Maintenance Account #150-30-4408-50015.

  
\_\_\_\_\_  
Jennifer Henning,  
Public Arts Coordinator

  
\_\_\_\_\_  
Thomas J. Wilson,  
Assistant City Manager

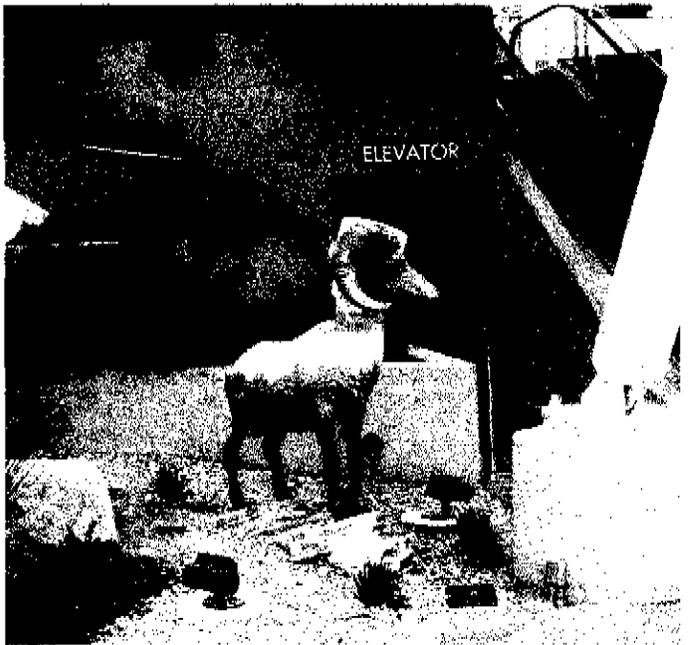
  
\_\_\_\_\_  
David H. Ready, Esq., Ph.D.,  
City Manager

Attachments:  
Images of Artwork and Airport Locations  
Agreement for Placement and Loan of Artwork

**10. Bighorn Sheep, *Welcome to Palm Springs, 2003***

**Fiberglass (existing location north side of escalator)**

**Right: Relocate to exterior of United Pavilion north of entrance**



## AGREEMENT FOR PLACEMENT AND LOAN OF ARTWORK

This AGREEMENT FOR PLACEMENT AND LOAN OF ARTWORK (Agreement) is entered into as of this \_\_\_\_\_ day of June, 2009 by and between the City OF PALM SPRINGS, a municipal corporation (City) and PALM SPRINGS ART MUSEUM (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 with or without 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 and 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 exhibition of the artworks.
3. Loan Term. The loan term shall be three (3) years, with an option to renew for an extended period of time as agreed upon by both parties.
4. Termination. The City has the right to terminate this Agreement upon thirty (30) days' advance written notice to the Owner, with or without cause. Upon termination, the Owner shall cause the artwork to be removed at Owner's cost and expense.
5. The Artwork. The Owner will loan to the City nine (9) sculptures, as shown in Exhibit "A" (the Artwork).
6. Location and Site Preparation. The artwork shall be located at the Palm Springs Airport and at City Hall, as shown in Exhibit "B" (the Site). The City shall pay for the costs to install pads adequate for placement of the artwork. The exact location and

pad size shall be provided by the Palm Springs Art Museum Curator. City shall pay for the costs to install lighting and signage with text agreeable to both City and Owner. All costs and expenses set forth herein shall be subject to prior approval of the City in its sole discretion. No costs or expenses shall be incurred in excess of that approved by the City in writing. Any such excess cost or expenses, and/or unapproved costs or expenses shall be the sole responsibility and liability of the Owner.

7. Security. City shall be responsible for security to protect the artwork from damage or theft.

8. Fire Control. The Airport must be equipped with fire suppression systems.

9. Packing and Transport. All packing, transportation, installation and de-installation costs for relocating the artwork to the designated site and its return to the museum shall be paid by the City and arranged and supervised by museum staff. Installation dates, and the costs related thereto, to be mutually approved by City and Owner.

10. 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. City shall provide Owner with a Certificate of Insurance naming Owner as an additional insured.

11. 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 protect it against loss, damage or deterioration. Should loss or damage or deterioration be noted, the Palm Springs Art Museum is to be notified immediately and in detail. It is understood that the artworks covered by this Agreement shall remain in the condition in which they are received. The artwork shall not be cleaned, repaired, retouched, removed from frame, or altered in any way. Regularly scheduled cleaning of artwork shall be performed by a professional art conservator approved by Owner or by a fine art maintenance service recommended by Owner with charges invoiced to the City, with said charges subject to City's prior written approval. Owner will provide instructions for maintaining each artwork.

12. Reproduction and Distribution. For the loan of artwork pursuant to this Agreement, the Museum shall be consulted, in accordance with the terms set forth in Exhibit "B-1" (Special Requirements).

13. Credit. During the term of this Agreement, all formal references to the artwork shall include the following credit line: "Collection of Palm Springs Art Museum, Gift of ..... placed by City of Palm Springs Public Arts Commission".

14. Indemnification. Palm Springs Art Museum 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 Palm Springs Art Museum, 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.

[SIGNATURES ON NEXT PAGE]

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

**"OWNER"**

PALM SPRINGS ART MUSEUM  
A California non-profit corporation

\_\_\_\_\_  
Its \_\_\_\_\_

**"CITY"**

CITY OF PALM SPRINGS,  
A municipal corporation

\_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

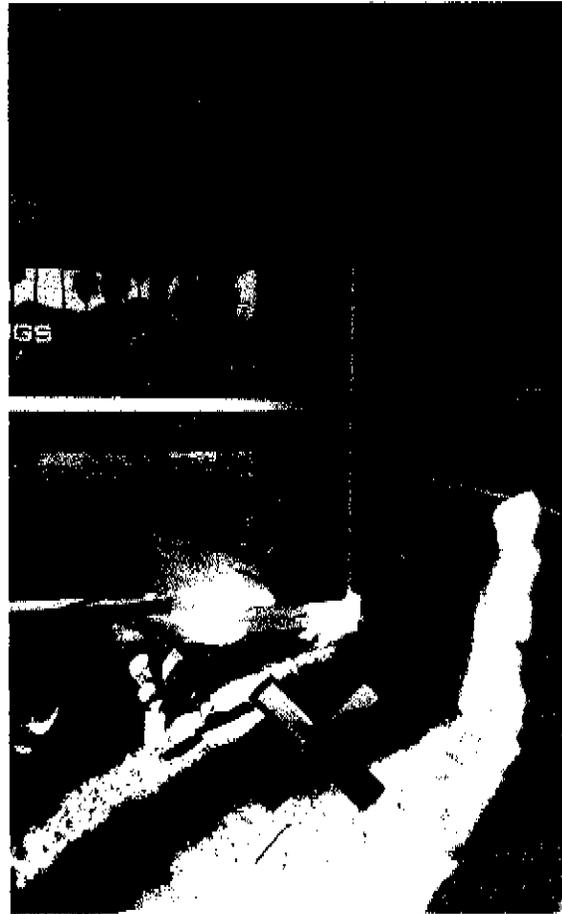
\_\_\_\_\_  
City Attorney

EXHIBIT "A" and "B"  
(The Artwork and Sites)

1. George Montgomery, *Hollywood Heroes*, 1994, bronze, edition 1/7, 108"  
Location: Planter adjacent to the south entrance of City Hall
2. Jack Zajac, *Big Skull and Two Horns in Two Parts IV*, bronze, edition of 4,  
33 x 83 x 20"  
Location: Planter at west entrance to the airport
3. Michael Todd, *Mia Chan IV*, 1981, lacquered steel, 69-3/4 x 72-1/4 x 41"  
Location: Inner airport courtyard island at peak of crest
4. Betty Gold, *Holistic 77D*, 1978, 84 x 36"  
Location: North side of escalator
5. Tom Holland, *Tang*, 1982, aluminum with epoxy paint, 104 x 68 x 30"  
Location: Interior of United Pavilion near entrance
6. Yasuo Mizui, *Caprice de Luberon*, 1966, 49 x 51 x 16"  
Location: Exterior, adjacent to west side of walk way to United Pavilion
7. Philip Culbertson side of walk-way to United, *Untitled*, 1975, stainless steel,  
120 x 48"  
Location: Adjacent to glass panels on east side of walk-way to United Pavilion
8. Paul Jenkins, *Model For Meditation Mandala Sundial*, n.d. bronze, 10 x 48 x 48"  
Location: East side of walkway to United Pavilion
9. Lawrence Fane, *Catalyst*, 1978, Welded steel and fragments of car bumpers,  
37 x 56 x 21"  
Location: North side of central planter at the inner airport courtyard
10. Big Horn Sheep, *Welcome to Palm Springs*, 2003 Fiberglass (existing location  
north side of escalator)  
Relocation Site: Exterior of United Pavilion north of entrance

1. George Montgomery, *Hollywood Heroes*, 1994  
Bronze, Edition 1/7

Right: planter adjacent to the south entrance of City Hall

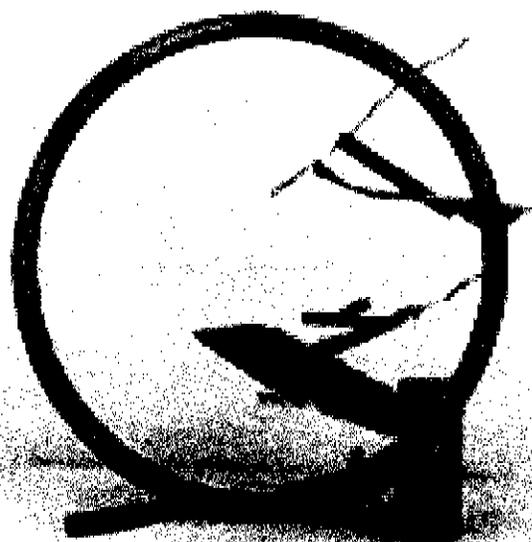


**2. Jack Zajac, *Big Skull and Two Horns in Two Parts IV*, Bronze**

**Top: Planter at west entrance to the airport**



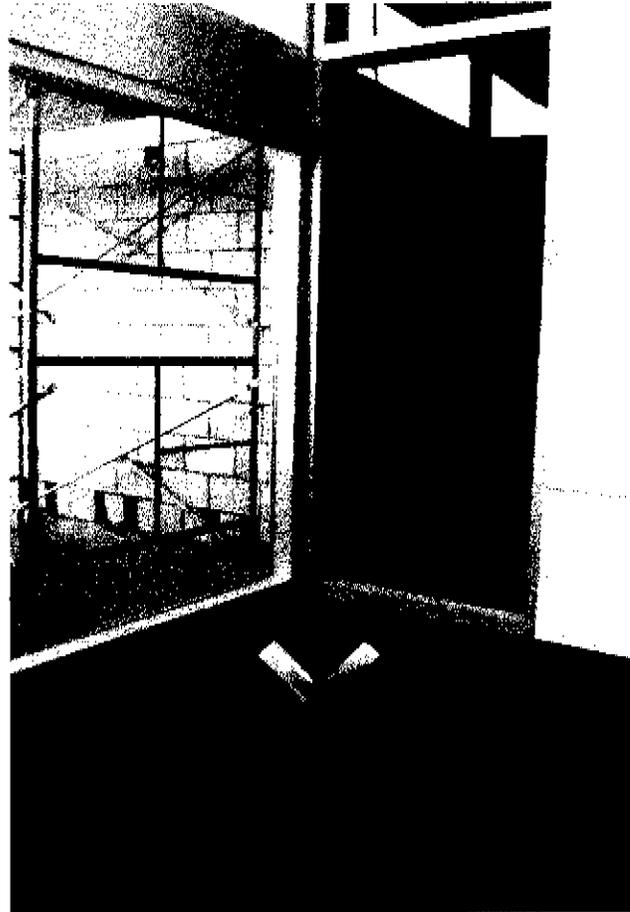
**3. Michael Todd, *Mia Chan IV*, 1981 Lacquered Steel  
Right: Inner airport courtyard island at peak of crest**



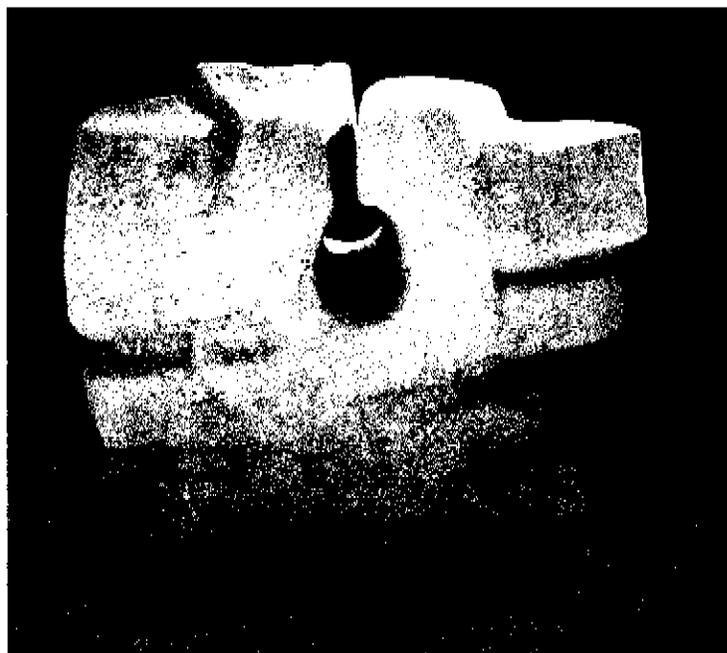
**4. Betty Gold, *Holistic 77D*, 1978**  
**Right: North side of escalator**



**5. Tom Holland, *Tang*, 1982,  
Aluminum with epoxy paint  
Right: Interior of United Pavilion near entrance**



**6. Yasuo Mizui, *Caprice de Luberon*, 1966**  
**Right: exterior, adjacent to walk-way to**  
**United Pavilion**

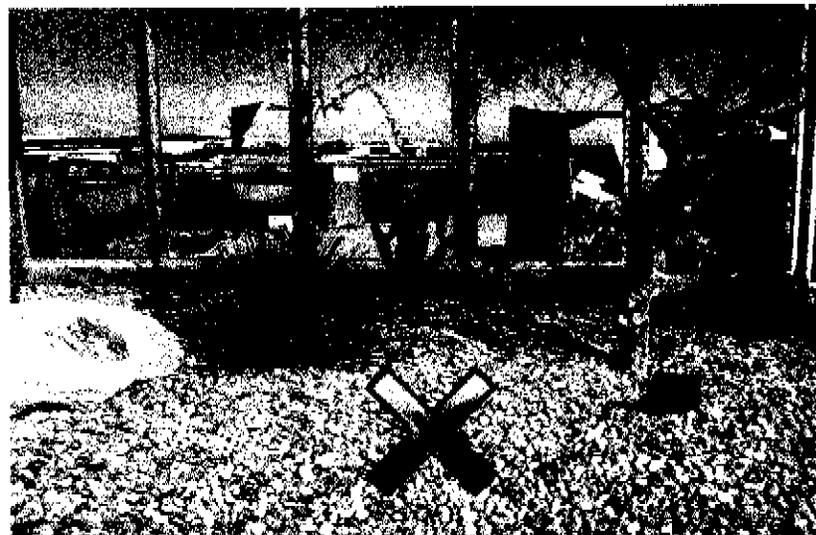
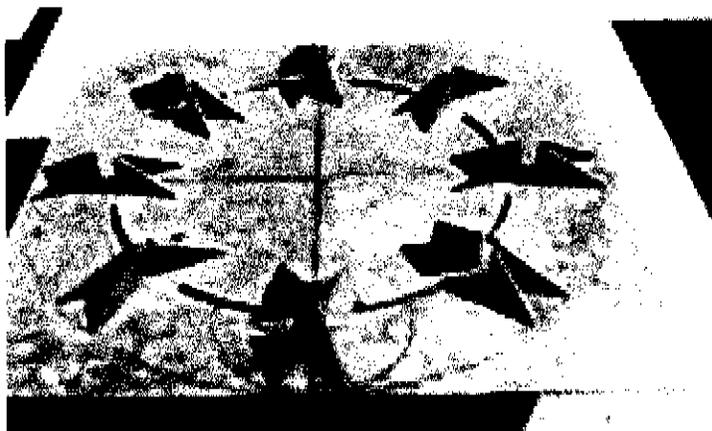


**7. Philip Culbertson, *Untitled*, 1975 Stainless Steel,  
Right: East side of walk-way to United Terminal**



**8. Paul Jenkins, *Model for Meditation Mandala Sundial*,  
Bronze**

**Right: east side of walkway to United Pavilion**



**9. Lawrence Fane, *Catalyst*, 1978**  
**Welded Steel and Fragments of Car Bumpers**  
**Right: north side of central planter**



EXHIBIT "B-1"  
(Special Requirements)  
Reproduction and Distribution

The Museum does not retain sole copyright, reproduction and distribution ownership of all artwork being loaned; therefore, Section 12 Reproduction and Distribution, shall not apply. The following shall apply to the terms of this agreement:

Photography, Publicity and Credits

The City of Palm Springs agrees to consult with Palm Springs Art Museum's Director of Communications prior to issuing press releases or announcements about the artworks. All publicity, printed material or electronic media material must contain proper credit given to Palm Springs Art Museum. Photography, filming and videotaping of the artworks by the media is permitted, provided it is for publicity and education programs only.

Copyright

Certain artworks owned by the Palm Springs Art Museum may be protected by copyright not owned by the museum. The City will include the copyright language as required and is responsible for all rights and reproduction fees that may be charged by the copyright holder of any image used.

Reproduction and Distribution

Permission for the City to produce and distribute reproductions of works of art from the Palm Springs Art Museum's permanent collection must be processed by the museum's registrar.