



**Public Arts Commission**  
**AGENDA**  
City Hall  
68700 Avenida Lalo Guerrero Cathedral City, CA 92234

**City Council Chamber Room 3<sup>rd</sup> Floor**

**Monday, May 9, 2016**  
**5:30 p.m.**

---

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS**

*Members of the public may address the Commission on any matter not listed on the Agenda. Please complete a 'Request to Speak' form and limit your comments to three minutes. When you are called to speak, please come forward and state your name and city of residence for the record.*

*In response to Government Code Section 54954.2, members of the Commission may only: 1) respond briefly to statements made or questions posed by the public; 2) ask a question for clarification; 3) make a brief report on his or her own activities; 4) provide a reference to staff or other resources for factual information; 5) request staff to report back to the Commission at a subsequent meeting concerning any matter raised by the public; or, 6) direct staff to place a matter of business on a future agenda. Unless otherwise authorized by the Commission, **public comments shall be limited to three minutes.***

**AGENDA FINALIZATION**

*At this time the Public Arts Commission may announce any items being pulled from the agenda or continued to another date.*

**URGENCY ITEMS**

*Urgency Items ("Added Starters"): The Brown Act, which governs public meetings, permits the Commission to take action on any item that does not appear on the agenda only if 2/3rds of the Commission (if all are present) or all members of the Commission (fewer than all members are present) determine there is a need to take immediate action on the item and the need to take immediate action came to the Commission's attention after the agenda was posted.*

**APPROVAL OF MINUTES**

*Review of meeting minutes from previous meeting.*

**AGENDA**

*Commissioners are required to submit future agenda items 5 business days prior to the upcoming meeting. All submittals must include the following information: Agenda Title, Sponsors (2 required), Background and Recommendation.*

**1. TOM SHOCKLY PRESENTATION**

**Sponsors:** Tim Parrott, Alan Carvalho

**Background:** Guest artist presenting his artwork

**2. CATHEDRAL CITY DOWNTOWN NON-PROFIT FOUNDATION FOR MONETIZING OUR APP AND OTHER OPTIONS**

**Sponsors:** Simeon Den, Tim Parrott

**Background:** What is the status of this group and can we ask people to make donations for Public Arts Commission activities to this Foundation and consider it a tax deductible donation. Maybe someone would like to donate a statue and if it's donated to the Foundation they could possibly write it off. Discussion, clarification and information for future events and activities.

### **3. CATHEDRAL CITY ART GALLERY / EXHIBITION SPACE**

**Sponsors:** Alan Carvalho, Simeon Den

**Background:** Discussion of budget proposal and exhibition guidelines and scheduling.

**Action:** Vote to approve proposed expenditures, guidelines and scheduling

### **4. FOLLOW UP ON THE MISSING SCULPTURE AT THE VOLVO DEALERSHIP**

**Sponsors:** Simeon Den, Alan Carvalho

**Background:** What is the status of this lost sculpture and how do we get compensation for it? Last year it was proposed by the previous chair that we get compensation for the lost and/or missing sculpture at the Volvo Dealership. Discussion, clarification and information from Pat Milos.

### **5. UPDATE ON THE DOUG HYDE PROPOSAL FOR THE STATUE HONORING THE TRIBE AT LANDAU AND RAMON**

**Sponsors:** Simeon Den, Alan Carvalho

**Background:** That we put out a Request for Proposal for the Lalo Guerrero sculpture, and Mr. Hyde submission of drawings and price will be discussed. Discussion, clarification and approval of drawing and budget for sculpture. Mr. Hyde will propose that he be within our budget.

### **6. THE 3<sup>RD</sup> ANNUAL DATA PHOTO AND VIDEO COMPETITION ON MAY 14<sup>TH</sup>, 2016 USE THE 11 ENTRY PHOTOS AND DISPLAY THEM IN THE CITY HALL LOBBY AS WAS DONE LAST YEAR WITHIN A FEW DAYS OF THE EVENT AT MARY PICKFORD.**

**Sponsors:** Pam Price, Alan Carvalho

**Background:** Discuss and vote on having the photos displayed in the lobby, on easels so as to save money on hanging them on the wall as an option. Discussion, clarification and approval of proposal with a final vote.

### **7. DREAM HOMES SCULPTURE PROJECT**

**Sponsors:** Subcommittee: Sue Townsley, Pam Price and Denise Rodriguez Bowman

**Background:** Review plans for the new and renovated medians at Vista Chino and East Palm Canyon Drive.

### **8. VISTA CHINO AND EAST PALM CANYON DRIVE MEDIANS**

**Sponsors:** City Staff, Pat Milos

**Background:** Review plans for the new and renovated medians at Vista Chino and East Palm Canyon Drive.

### **STAFF COMMENTS**

### **COMMISSIONER COMMENTS**

### **ADJOURNMENT**

### **FUTURE MEETING DATE**

June 13 2016

### **NOTES TO THE PUBLIC**

*Agendas for Commission meetings are posted at City Hall at least 72 hours before the meeting and on the Cathedral City website, [www.cathedralcity.gov](http://www.cathedralcity.gov). The agenda is available for public inspection in the City Hall lobby or the City Clerk's office the Thursday preceding the meeting. Any document or writing that relates to an agenda item on the Public Arts Commission meeting that is not distributed at least 72 hours prior to the meeting is also available for public inspection in the City Hall lobby of the City Clerk's office.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a Public Arts Commission meeting or other services offered by the City, please contact the City Clerk's Office at (760)770-0385. Assisted-listening devices are available at this meeting. Ask the City Clerk if you desire to use this device. Notification at least 48 hours prior to the meeting or at the time when services are needed will assist city staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.*

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is between the City of Cathedral City (“City”) and \_\_\_\_\_ (“Sponsor”). Each signatory may be referred to individually as a “party” or collectively as “parties”. The parties agree as follows:

### **RECITALS**

- A. The City of Cathedral City’s Public Arts Commission has developed a smartphone application called “Cathedral City – Where Art Lives”, which provides tours, a list of art galleries, and other arts-related information (the “App”).
- B. Sponsor is interested in sponsoring the App and wishes to contribute a sponsorship fee to the City in exchange for recognition as a “Local Sponsor” of the App.
- C. City and Sponsor wishes to enter into this Agreement according to the terms and conditions specified in this Agreement.

### **TERMS**

#### 1. SPONSORSHIP.

1.1 Sponsor Obligation. Sponsor desires to be a non-exclusive sponsor of the App. In exchange for the City and its Public Arts Commission’s recognition of the Sponsor as a “Local Sponsor” associated with the App, Sponsor agrees to pay the City a Sponsorship Fee according to the terms and conditions specified herein. Sponsor permits the City to use any names, likeness, and logos associated with Sponsor, to recognize Sponsor.

1.2 City Obligation. City may accept or deny any sponsorship at its sole discretion. After receipt of the Sponsorship Fee, the City agrees to permit Sponsor to be identified as a “Local Sponsor” within the App for the term of the Initial Sponsorship Period or any Renewal Sponsorship Period. [NOTE: We should elaborate on what the City will do to identify the Sponsor.]

2. SPONSORSHIP FEE. The Sponsorship Fee varies depending on the length of the sponsorship. Sponsor initially agrees to pay \$\_\_\_\_\_ (“Sponsorship Fee”) for a [monthly/semi-annual/annual] sponsorship which shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ (“Initial Sponsorship Period”). Prior to the expiration of the Initial Sponsorship Period, the City will provide Donor with a notification of the impending termination of the Initial Sponsorship Period and provide the opportunity to renew the sponsorship on a monthly, semi-annual or annual basis (“Renewal Sponsorship Period”). The Sponsorship Fees for any Renewal Sponsorship Period shall be set forth in the notice from the City to the Sponsor. Notwithstanding the foregoing, the City may at any time and in its sole discretion decide not to offer the Sponsor the opportunity for a Renewal Sponsorship Period.

3. TERM. The term of this Agreement will commence on the date this Agreement is executed by both parties and will end at such time as the Sponsor ceases to pay the Sponsorship Fee, unless earlier terminated by the City.

4. OWNERSHIP OF WORKS. City owns all rights, title and interest in and to all work, product and services created by City in connection with its App. Except as expressly provided

herein for purposes of carrying out its obligations hereunder, Sponsor may not have any right, title or interest in any copyright, trademark or any other rights in any such work, product and services produced or performed by City under this Agreement.

5. INDEMNIFICATION. Sponsor agrees to indemnify, defend (with legal counsel reasonably acceptable to City) and hold harmless City, its officials, officers, directors, employees, agents, and representatives from any and all liabilities, costs, and expenses, including, without limitation, reasonable attorney fees, which may be incurred by any or all of them arising out of any claims or suits which may be brought against them by reason of any injuries or damages caused by or resulting from the Sponsorship and/or activities of Sponsor pursuant to this Agreement.

6. LIMITATION OF LIABILITY. In no event will either City or Sponsor, their officials, officers, directors, affiliates, employees, agents, representatives, or shareholders be liable (either in contract, warranty, tort, or otherwise) to the other or any of its officers, directors, affiliates, employees, agents, representatives, or shareholders for any consequential, incidental or indirect damages, including costs, profits, or for any exemplary or punitive damages. Furthermore, City's responsibilities, obligations and liabilities shall be strictly limited to the recognition of the Sponsor, as provided under this Agreement.

7. TERMINATION. This Agreement may be terminated with or without cause. Notices shall be sent via U.S. Postal Service registered mail, return receipt requested, to the individual identified in Section 8.2 below. If Sponsor terminates this Agreement, it will not be entitled to a refund of any Sponsorship Fees paid to the City.

8. MISCELLANEOUS

8.1 Effective Date. This Agreement is effective as of the date that it is fully executed by all parties ("Effective Date").

8.2 Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses may be used for delivery of service of process.

CITY: City of Cathedral City  
68-700 Avenida Lalo Guerrero  
Cathedral City, CA 92234  
Attn: **[Insert Staff Contact]**

SPONSOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.3 Authority To Execute. The person or persons executing this Agreement on behalf of each party warrants and represents that the person or persons have the authority to execute this Agreement on behalf of their party (whether the party is a corporation, partnership, or business entity) and warrants and represents that they have the authority to bind all parties to the performance of its obligations hereunder.

8.4 No Partnership or Joint Venture. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between the City and Sponsor. Each party is to remain an independent entity.

8.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.6 Severability. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

8.7 Amendment. This Agreement may only be amended by written instrument, executed by all parties.

8.8 California Law. This Agreement will be construed and interpreted pursuant to the laws of the State of California. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Riverside, California.

8.9 Recitals and Exhibits. The foregoing recitals and exhibits are incorporated herein by reference into this Agreement.

8.10 Integration. This Agreement reflects the entirety of the terms and understandings between the parties, and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the parties concerning the matters contained herein. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

**IN WITNESS WHEREOF the parties have executed this Agreement as set forth below.**

“Sponsor”

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Print Title:

“City”

Date: \_\_\_\_\_

\_\_\_\_\_  
Charles McClendon  
City Manager

### **Cathedral City Art Gallery**

The Cathedral City Gallery Committee of the CC Public Arts Commission has acquired the temporary use of office space to showcase Cathedral City artists and exhibits pertinent to Cathedral City activities and events.

January 2017, the gallery committee is proposing to host five to six shows per year that could be featured for six to seven weeks at a time.

The Gallery committee is proposing that two Public Arts Commissioners take the lead on each show hosting the artwork of two Cathedral City artists. The artist would be selected by two Commissioners and approved by majority vote of the entire Commission. The two hosting Commissioners will be responsible for coordinating the entire production.

The Gallery Committee will provide a template which includes information on how to execute an exhibit including procedural guidelines such as advertising, mounting show, catering opening event, enlisting volunteers etc.

Proposed expenditures for exhibitions: Initial exhibition: not to exceed \$3,000. For each subsequent exhibit the amount should not exceed \$1,500 for each exhibit.

The proposed budget for minor renovations to the office space preparing it for exhibits:

- Painting the walls white: No cost. Paint and labor will be donated.
- Installation of track lighting: Approximately \$2,000 (includes labor)
- Fee for professionally preparing and hanging art work: \$100/hr approximately five hours per exhibition
- Printing costs (postcards, posters, catalogue, etc.): Approximately \$500
- Signage: Approximately \$500
- Catering opening event: Not to exceed \$500.00

### **Proposed Schedule of Upcoming Exhibits**

July-Sept: SCRAP Gallery/Celebration of Fountain of Life

Oct-Nov: "Cathedral City, An American Town," Peter Palladino, photo exhibit in conjunction with the Cathedral City 35<sup>th</sup> Anniversary Committee

December: Holiday exhibit of Cathedral City artists invited by Public Arts Commissioners

**AGENDA ITEM NUMBER 6**

**THE 3<sup>RD</sup> ANNUAL DATA PHOTO AND VIDEO COMPETITION ON MAY 14<sup>TH</sup>, 2016 USE THE 11 ENTRY PHOTOS AND DISPLAY THEM IN THE CITY HALL LOBBY AS WAS DONE LAST YEAR WITHIN A FEW DAYS OF THE EVENT AT MARY PICKFORD.**

**Sponsors:** Pam Price, Alan Carvalho

**Background:** Discuss and vote on having the photos displayed in the lobby, on easels so as to save money on hanging them on the wall as an option.

**Outcome:** Discussion, clarification and approval of proposal with a final vote.

(2) 1<sup>st</sup> Place prizes @ \$350 each = \$700  
(2) 2<sup>nd</sup> Place prizes @ \$200 each = \$400  
(2) 3<sup>rd</sup> Place prizes @ \$100 each = \$200  
Total for all prizes = \$1,300

Gift card fee of \$40 may apply (fee associated with the Adorama cards bought last year, this fee may not apply to the Best Buy gift cards we will purchase this year)

Total cost would not exceed \$1,400