

**STAFF REPORT**  
**CITY OF PALM DESERT**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

MEETING DATE: May 14, 2020

PREPARED BY: Amy Lawrence, Management Analyst

REQUEST: Approve third amendment to Contract Number C36130 with Same Day Express in the amount of \$49,992.00 from July 1, 2020 to June 30, 2021 for maintenance services of the City of Palm Desert's permanent public art collection and the El Paseo Sculpture Exhibition

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**Recommendation**

By Minute Motion:

1. Approve third amendment to Contract Number C36130 with Same Day Express in the amount of \$49,992.00 from July 1, 2020 to June 30, 2021 for maintenance services of the City of Palm Desert's permanent public art collection and the El Paseo Sculpture Exhibition;
2. Authorize Mayor to execute the amendment; and
3. Approve up to \$5,000 on an as needed basis for additional maintenance services from Same Day Express.

**Strategic Plan Objective**

Maintaining the City's public art collection supports the Strategic Plan's Arts & Culture section's initiative of "...envision[ing] Palm Desert as the cultural core of the Coachella Valley."

**Background Analysis**

A request for maintenance services of the City of Palm Desert's public art collection went out to bid in May 2017 and Same Day Express was the lowest bidder.

At its meeting of June 8, 2017, the City Council approved Contract Number C36130 with Same Day Express for one (1) year in the amount of \$49,992.00. The terms of the contract were July 1, 2017 through June 30, 2018 renewable for three (3) years annually upon the City Council's approval. The services provided by Same Day Express, a local company, have been excellent and staff recommends exercising the third extension to the contract for services from July 1, 2020 through June 30, 2021.

Approval of staff's recommendation to extend the contract will ensure uninterrupted maintenance services to the permanent public art collection and the El Paseo Sculpture Exhibition.

At times the City of Palm Desert's public art collection warrants unanticipated repairs due to damage, vandalism, or the desert's harsh weather conditions. Currently, the City contracts with Same Day Express to provide cleaning of the sculptures but not repairs. Approving an amount not to exceed \$5,000.00 will allow Same Day Express to perform repairs, etc. at an hourly rate of \$80.00 per hour upon approval of the Management Analyst.

**Fiscal Analysis**

The financial obligation for the FY 2020/2021 contract amendment is \$49,992.00 for services from July 1, 2020 through June 30, 2021, which is the same amount as FY 2019/2020. Funds for the contract and the amount of \$5,000 for unexpected repairs have been requested as part of the FY 2020/2021 Public Art budget. There will be no fiscal impact to the General Fund.

LEGAL REVIEW	DEPT. REVIEW	FINANCIAL REVIEW	ASSISTANT CITY MANAGER
N/A Robert W. Hargreaves City Attorney	<i>Ryan Stendell</i> Ryan Stendell Director of Community Development	<i>Janet M. Moore</i> Janet M. Moore Director of Finance	<i>Andy Firestine</i> Andy Firestine Assistant City Manager
City Manager, Lauri Aylaian: <i>Lauri Aylaian</i>			

APPLICANT: Same Day Express  
 Brett Fiore  
 P.O. Box 920  
 Palm Desert, California 92261

ATTACHMENTS: Contract C36130  
 Third Amendment to Contract Number C36130 (Draft)

## **CONTRACT SERVICES AGREEMENT FOR**

### **MAINTENANCE SERVICES OF THE CITY OF PALM DESERT'S PUBLIC ART COLLECTION AND THE SCULPTURES IN THE EL PASEO EXHIBITION**

**THIS CONTRACT SERVICES AGREEMENT** (herein "Agreement") is made and entered into this 8th day of June 2017, by and between the City of Palm Desert, a California municipal corporation ("City") and Brett Fiore dba Same Day Express, Palm Desert, California, (the "Contractor").

**NOW, THEREFORE**, the parties hereto agree as follows:

#### **1.0 SERVICES OF CONTRACTOR**

1.1 **Scope of Services.** In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the "Scope of Services" will be performed in a competent, professional, and satisfactory manner.

1.2 **Compliance With Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 **Licenses, Permits, Fees, and Assessments.** Contractor shall obtain at its sole cost and expense licenses and permits such as a City of Palm Desert Business License, Encroachment Permit, provide a completed W-9 form, and approvals as may be required by law for the performance of the services required by this Agreement.

#### **2.0 COMPENSATION AND PAYMENT SCHEDULE**

2.1 **Contract Sum.** The City shall pay the Contractor an amount not to exceed Forty Nine Thousand Nine Hundred Ninety Two Dollars and no cents (\$49,992.00) for twelve (12) months, which will constitute full compensation and payment for all services to be performed under this Agreement. If mutual agreement between both parties, the contract may be reviewed yearly for three (3) years upon City Council approval. Payment will be made as established by Exhibit "A". Final payment will be made upon satisfactory completion of contract services.

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2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid upon approval of invoices billed on a monthly basis in the amount of Four Thousand One Hundred Sixty Six Dollars and no cents (\$4,166.00) following work performance. Payment shall be issued by the Deborah S. Glickman within thirty (30) days of approval of detailed invoices and requests for payment. A detailed written report shall be included with the monthly invoice stating the condition of the artwork before cleaning was completed as well as details of work performed. List of work completed for that month must be provided with the invoice. Color photos of artworks before and after treatment should be taken by the contractor and included with the monthly invoice.

### **3.0 COORDINATION OF WORK**

3.1 Representative of Contractor, Brett Fiore, is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Deborah S. Glickman is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and makes all decisions in connection therewith the Deborah S. Glickman. The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. 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. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor 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.

### **4.0 INSURANCE, INDEMNIFICATION, AND BONDS**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

**General Liability Insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile Liability Insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or Excess Liability Insurance.**

Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies;
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' Compensation Insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City of Palm Desert, its officers, agents, employees and volunteers.

## OTHER PROVISIONS OR REQUIREMENTS

**Proof of Insurance.** Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of Coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his/her agents, representatives, employees or subconsultants.

**Primary/Non-Contributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's Rights of Enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

**Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Palm Desert, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City of Palm Desert, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**Enforcement of Contract Provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements Not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of Cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional Insured Status.** General and Auto Liability Policies shall provide or be endorsed to provide that the City of Palm Desert and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of Undisclosed Coverage Limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**City's Right to Revise Specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in *substantial* additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

**Self-Insured Retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

**Timely Notice of Claims.** Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional Insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.



**5.0 TERM**

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, the term of this Agreement shall commence as of July 1, 2017 and shall continue through June 30, 2018. The parties hereto further agree that they may renew this Agreement for three (3) years as long as (1) both parties hereto agree; (2) funding is available; (3) the City Council approves each extension; (4) Same Day Express is not in default under the terms of the Agreement. Execution is complete when all parties have signed the agreement. Agreement is subject to annual budget approval by the City Council. If not approved during the budget process the agreement will be cancelled according to the termination procedures outlined below.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Deborah S. Glickman and City Contractor shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

**6.0 MISCELLANEOUS**

6.1 Covenant, Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

6.3 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 **Notice.** Any notice, demand, request, document, 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 prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF PALM DESERT, 73-510 Fred Waring Drive, Palm Desert, California 92260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 **Integration. Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.7 **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 **Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

6.9 Attorney Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement of which said party is bound.

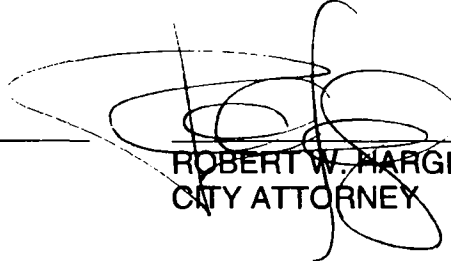
**IN WITNESS WHEREOF**, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**

CITY OF PALM DESERT,  
A MUNICIPAL CORPORATION

APPROVED AS TO FORM:

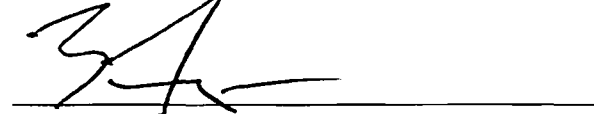
  
\_\_\_\_\_  
JAN C. HARNIK, MAYOR

  
\_\_\_\_\_  
ROBERT W. HARGREAVES,  
CITY ATTORNEY

ATTEST:

  
\_\_\_\_\_  
RACHELLE D. KLASSEN, CITY CLERK

**CONTRACTOR:**

  
\_\_\_\_\_  
BRETT FIORE

Mr. Brett Fiore  
Same Day Express  
P.O. Box 920  
Palm Desert, California 92261  
(760) 275-2779

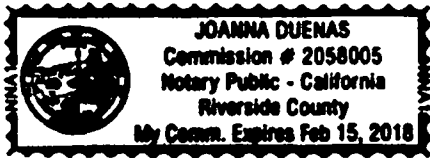
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On June 14, 2017 before me, Joanna Duenas, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Britt E. Fove  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**Exhibit "A"**

**Scope of Services**

**SCOPE OF WORK:** The City of Palm Desert's public art collection consists of 67 artworks in its permanent collection and 18 sculptures in the medians on El Paseo. More specific project requirements are as follows.

67 pieces of the permanent collection

1. Cleaning of all 67 artworks will be required two (2) times each year throughout the duration of the contract (July 1, 2017 – June 30, 2018) which includes dusting, washing, and waxing.
2. Minor conservation work will be performed as required in addition to the required two (2) times a year cleaning (removing corrosion, graffiti, flaking of paint, water deposits, etc.). The collection should be free of water spots, spider webs, debris, and graffiti at all times. Occasional placement of signage and installation of plaques as needed. Contractor may be called upon at any time to perform minor conservation work and must be able to respond on site within two hours in the case of an emergency.
3. A detailed written report is required to be included with the monthly invoice stating the condition of the artwork before cleaning as well as details of work performed and any condition issues. Invoices shall be sent to the Deborah S. Glickman for payment.
4. Color photographs of artworks before and after treatment must be taken by the contractor and included with the monthly detailed invoice as stated in Number 3.
5. The contractor will promptly provide staff with detailed information, including color photographs, on any conservation or vandalism problems that may have occurred to the art.
6. During the one (1) year contract with three (3) one (1) year options, additional artworks may be added to the collection which will not increase the amount of the contract. However, any added artwork will be considered depending on the level of maintenance required.
7. The two (2) water features located on both ends of El Paseo require specific maintenance on a monthly basis in addition to regular maintenance. When the water is turned on, it must be drained and flushed from the basins of the fountains and replenished. When the water is turned off, the drains must be cleaned and kept free of debris on a monthly basis.
8. The artwork at the Palm Desert Aquatic Center consists of stained and painted designs integrated into the concrete deck between the pool and the changing rooms. Specific chemicals need to be used to clean the surface once a month. Sealing of the stained portion of the artwork is required two (2) times a year. Touch up to the stained and painted portions of the artwork is required on an as needed basis.

The City of Palm Desert's permanent collection includes the following artworks.

<b>Art Piece</b>	<b>Location</b>	<b>Medium</b>
<i>"C" is for Cat</i>	Library	Bronze
<i>Dance of Discovery</i>	Library	Mosaic
<i>Giraffe</i>	Library	Bronze
<i>Perpetual Motion</i>	Library	Stainless Steel
<i>Puffed up Prince</i>	Library	Bronze
<i>Reminiscing</i>	Library	Bronze
<i>Scroll Fence</i>	Library	
<i>Balance</i>	Civic Center (Sheriff's Station)	Stainless Steel
<i>CA Quail, Pear Cactus, Lizards, Sunflowers and Snowbirds</i>	Civic Center (Amphitheater)	
<i>Colleagues</i>	Civic Center (Sheriff's Station)	Bronze
<i>Coyote Benches</i>	Civic Center Park	Concrete
<i>Danseur</i>	Civic Center (in front)	Bronze
<i>Desert Dessert</i>	Civic Center Park	Painted Steel
<i>Desert Flower/Desert Star</i>	Civic Center (Two Story Building)	Powder Coat Steel
<i>Dreamer</i>	Civic Center Park	Bronze
<i>Holocaust Memorial</i>	Civic Center Park	Bronze/Marble
<i>Legends Field</i>	Civic Center Park (Baseball fields)	
<i>Messenger of the Puul</i>	Civic Center Park (Fred Wmg Entrance)	Bronze
<i>Midstream</i>	Civic Center Park	Bronze
<i>Mother Child Sculpture Garden</i>	Civic Center (east of Tot Lot)	Bronze, terrazzo
<i>Neoglyphs</i>	Civic Center Park (Throughout)	Stone
<i>Peace Memorial</i>	Civic Center Park (San Pablo Entrance)	Marble, stone
<i>Swim, Dive, Play</i>	Civic Center Park Aquatic Center	Stain on concrete
<i>Proceed with Caution</i>	PD Aquatic Center	Bronze
<i>Rose Garden</i>	Civic Center Park	Mosaic, tile, cncret
<i>Self Preservation-Revised</i>	Civic Center Park	Bronze
<i>Mesa</i>	Civic Center Park	Corten Steel
<i>Today</i>	Civic Center Park (Baseball fields)	Painted metal
<i>One on One</i>	Historical Society	Bronze
<i>R. Hero</i>	Median in front of Historical Society	Painted Aluminum
<i>Agave</i>	Fred Waring (east of San Pascual)	Alum. Fuel Tanks
<i>Baja Palapa</i>	Fred Waring and Primrose	Concrete, mosaic
<i>Fat Happy/Bus Shelter</i>	Hwy III and San Luis Rey	Powder Coat Finish
<i>Palm Desert Obelisk</i>	Palm Desert Country Club Entrance	Mosaic
<i>The Roadrunner (entry sign)</i>	Washington/Fred Waring (NW corner)	Bronze & Stainless
<i>Aspiration</i>	El Paseo and Highway III, East end	Painted Concrete
<i>Caftan</i>	El Paseo and Highway III, West end	Bronze
<i>Charger</i>	Hwy 74 and El Paseo	Painted Steel
<i>Clifford Henderson Bust</i>	El Paseo Median	Bronze

**Contract No. C36130**

<i>Sunrise, Sunset</i>	Hwy 74 and Haystack	Patina
<i>Mountain Lions</i>	Living Desert	Bronze
<i>Passing It Along</i>	Joslyn Center (Catalina Way)	Bronze
<i>Chihuly Chandelier</i>	Desert Willow Clubhouse Entry	Blown Glass
<i>Agave (Entry Sign)</i>	Hwy III (From Indian Wells)	Stone
<i>Gravity Wave (Entry Sign)</i>	Hwy III (From Rancho Mirage)	Stone
<i>Lily Pad Bench</i>	El Paseo and Sage	Stainless Steel
<i>Reaching Glory</i>	El Paseo Medan (west of Hwy 74)	Painted metal
<i>Pathways Through Life</i>	El Paseo Medan (west of Hwy 74)	Painted metal
<i>Desert Road Fence</i>	Near PD Soccer Park	Painted Fence
<i>Marfa</i>	El Paseo and Portola	Painted steel
<i>For Our Freedom</i>	Freedom Park	Bronze
<i>Ascension</i>	Wells Fargo Bank (Hwy 111/Monterey)	Painted steel
<i>Recycle</i>	El Paseo Median west of Hwy 74	Recycled materials
<i>Graceful Agave and A Tribute to Smoke trees: Serenity</i>	El Paseo and San Luis Rey	Traffic Sig. Cabinet
<i>A Birdie on the 18<sup>th</sup></i>	El Paseo and San Pablo	Traffic Sig. Cabinet
<i>Desert Bloom</i>	Desert Willow Golf Resort	Stone with glass
<i>Steelroots (temporary)</i>	Fred Waring in front of Parkview Bldg	Painted Steel
<i>Bighorn Sheep</i>	NW Corner Fred Waring/COD	Traffic Sig. Cabinet
<i>Desert Bloom</i>	SW Corner Fred Waring/COD	Traffic Sig. Cabinet
<i>Fred's Skies</i>	Fred Waring/Town Center Way	Traffic Sig. Cabinet
<i>Sun Catcher</i>	El Paseo and Larkspur	Traffic Sig. Cabinet
<i>Aztec Scout</i>	Fred Waring and Phyllis Jackson	Traffic Sig. Cabinet
<i>Oasis</i>	Fred Waring and Portola	Traffic Sig. Cabinet
<i>Lincoln Leopards Love to Read</i>	Portola and Mag. Falls	Traff. Sig Cab. Vinyl
<i>Duality</i>	Desert Willow Golf Resort	Stainless Steel
<i>Urban Tree</i>	Desert Willow Golf Resort	Stainless Steel
<i>We Can do This</i>	Carlos Ortega Villas	Mosaic

18 Sculptures on El Paseo

1. The work will consist of monthly cleaning as per the artist or the artist representative's instructions (included) for each sculpture. In lieu of specific instructions, the minimum monthly cleaning will consist of dusting, washing (with purified water and non-abrasive sponge), and drying with a soft, lint free towel. Sculptures that require waxing will be treated twice a year.
2. The sculptures, pads, and lighting fixtures will be dusted and cleared of spider webs and debris.

<b>Art Piece, Artist</b>	<b>Location</b>
<i>Tres Gatos</i> , Gilbert Boro	El Paseo and Ocotillo (CPK), Pad 1
<i>Spiral Blooms Red Meanders #4</i> , Christopher Thomson	Between Ocotillo and Sage, Pad 2
<i>Dropsy</i> , Ted Schaal	Between Ocotillo and Sage, Pad 3
<i>Ascent</i> , Miguel Edwards	Between Ocotillo and Sage, Pad 4
<i>Stephen Fairfield</i> , Fluttering Rainbow	Between Ocotillo and Sage, Pad 5
<i>Yellow Chair</i> , DeeAnne Wagner	Between Sage and Lupine, Pad 6
<i>Polka-Pooka</i> , Karen & Tony Barone	Between Sage and Lupine, Pad 7
<i>The Hatch</i> , Peter Hazel	Between Lupine and San Pablo, Pad 8
<i>Monument to Curiosity</i> , Arnold Martin	Between Lupine and San Pablo, Pad 9
<i>Cor Leonis</i> , Michael Dunton	Between San Pablo and Larkspur (Adjacent to The Gardens), Pad 10
<i>Rooster Stele</i> , Delos Van Earl	Between San Pablo and Larkspur (Adjacent to The Gardens), Pad 11
<i>Taming Wild West II</i> , Tim Shockley	Between San Pablo and the Gardens (Adjacent to The Gardens), Pad 12
<i>Heroic Interlude</i> , Delos Van Earl	Between Larkspur and San Luis Rey, Pad 13
<i>Sol III</i> , John Neumann	Between Larkspur and San Luis Rey, Pad 14
<i>Couple</i> , James Hill	Between San Luis Rey and Portola (Adjacent to Escada), Pad 15
<i>Spider Totem</i> , Stephen Fairfield	Between San Luis Rey and Portola, Pad 16
<i>Desert Grove</i> , Susan Rankin	Between San Luis Rey and Portola (Adjacent to Cliff Henderson bust), Pad 17
<i>Allure</i> , Michael Anderson	El Paseo and Portola, Pad 18



**CONTRACT SERVICES AMENDMENT FOR**

**MAINTENANCE SERVICES OF THE CITY OF PALM DESERT'S PUBLIC ART COLLECTION AND THE SCULPTURES IN THE EL PASEO SCULPTURE EXHIBITION**

**THIS CONTRACT SERVICES AMENDMENT** (herein "Amendment") is made and entered into this 14th day of May 2020, by and between the CITY OF PALM DESERT, a municipal corporation (herein "City") and Same Day Express (the "Contractor").

**NOW, THEREFORE**, the parties hereto agree as follows:

A. Section 5. RESPONSIBILITY OF THE PARTIES is amended to change the time period of the term in sub-section 5.1 as amended, to July 1, 2019 to June 30, 2020 and to add the following paragraph to the end of the existing section:

"The term of this Agreement is extended, and shall include the time period from July 1, 2020 through June 30, 2021. City or Contractor may terminate this Agreement, as amended, for no cause, on the giving of thirty (30) days' written notice to the other party."

B. All other terms and conditions of the Agreement, as amended, shall remain unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed and entered into this Amendment as of the date first written above.

CITY OF PALM DESERT

\_\_\_\_\_  
GINA NESTANDE, MAYOR

ATTEST:

APPROVED TO FORM:

\_\_\_\_\_  
GRACE L. ROCHA, ACTING CITY CLERK

\_\_\_\_\_  
ROBERT W. HARGREAVES, CITY ATTY

CONTRACTOR:

\_\_\_\_\_  
SAME DAY EXPRESS

Brett Fiore  
Same Day Express  
P.O. Box 920  
Palm Desert, California 92261  
760-275-2779