

## PUBLIC ART PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and the International Folk Art Market (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

## RECITALS

A. The Contractor has been selected and recommended by the project selection committee, the Art in Public Places Committee and the Arts Commission to produce Santa Fe Gateway. When installed, the artwork will be located at Larragoite Park, 1464 Avenida Cristobal, Santa Fe, NM (the "Site").

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Provide all service necessary to design, produce, complete and install the project described in Exhibit "A" attached hereto and incorporated by reference in response to Request for Qualifications #18/05/RFQ issued by the City on October 1, 2017 [hereinafter referred to from stages of creation through completion as the "Art."]

B. Furnish all supplies necessary for the execution and fabrication of the Art on Site, including but not limited to all necessary permits, licenses, supplies, materials and equipment.

C. Upon forty-eight (48) hours notice, attend meetings that relate to the Art and the Site to discuss concepts and gather stakeholder input.

D. Provide for the safety and security of the Art and the Site during all stages of fabrication.

E. Remove all equipment and debris from the Site prior to the City's acceptance of the Art.

F. Furnish the City the following documentation:

(1) A minimum of fifteen (15) different digital photographs of the Art as installed at the SITE that are at least 300 dpi and 4" x 6".

(2) Written description of the Art as installed.

(3) Written instructions for the appropriate maintenance and preservation of the Art based upon the conservator's report.

(4) Report on the impacts of the project including data and demographic information as well as a qualitative assessment of the project.

## 2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

## 3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed ten thousand dollars (\$10,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

D. Payment shall be made as follows:

- (1) Five hundred dollars (\$500) upon preliminary scheduling of a preparation meeting with City.
- (2) Two thousand dollars (\$2,000) upon attendance of a preparation meeting with the City.
- (3) One thousand five hundred (1,500) upon approval of the final design.
- (4) Two thousand dollars (\$2,000 ) upon delivery of the Art to the City for installation on the Site.
- (5) One thousand five hundred dollars (\$1,500) upon acceptance of the Art with maintenance instructions and photographs of the Art as installed at the Site.
- (6) Two thousand dollars (\$2,000) payable upon the City's issuance of a Notice of Acceptance. Under Ordinance 6-1.4 Section D Number 6 which states "Progress payments may be made to the artist for works of art which have been approved by the governing body. Such payments may reimburse the artist for the cost of materials or for services which have already been performed. At least twenty-five percent (25%) of the total amount to be paid to the artist shall not be disbursed to the artist until the work of art is formally accepted by the arts commission."
- (7) Five hundred dollars (\$500) which goes towards a one year guarantee withhold twelve (12) months after the issuance of the Notice of Acceptance pending satisfactory workmanship guarantee by the City.

#### 4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon

written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on December 31, 2018 unless sooner pursuant to Article 6 below.

6. TIME OF PERFORMANCE

A. The services to be performed by the Contractor set forth in Article 1 of this Agreement shall be completed as agreed to by the Contractor and the City in Article 1.A and in accordance with the termination date set forward in Article 5 of this Agreement. Failure to fulfill the obligations of this Agreement within the term shall be considered a breach of this Agreement.

B. The City shall grant a reasonable extension of the term to the Contractor in the event that there is a reasonable delay on the part of the Contractor, of it conditions beyond the Contractor's control or Acts of God render timely performance of the Contractor's service impossible.

C. All requests by the Contractor for term extensions shall be made in writing to the City at least ninety (90) days prior to the term described in Article 5 of this Agreement. The City's determination as to whether a delay is "reasonable" shall bind the Contractor. In the event a term extension is granted this Agreement shall be amended in accordance with Article 19.

7. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. If the Contractor fails to fulfill any of the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any other term of this Agreement, the City thereupon will have the right to terminate this Agreement by giving the Contractor written notice of termination no less than ten (10) days before the effective date of termination as stated in the notice.

(1) All finished or unfinished drawings, specifications, models, portions of the Art, supplies or other objects which have been prepared by the Contractor under this Agreement, will become the City's property and the City will be entitled to have the Art completed and displayed, but the Contractor will no longer be represented as the author of the Art.

(2) The City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) The City shall have the option of either owning and keeping the Art as it exists on the date of termination, or requiring the Contractor to remove the Art, at the Contractor's expense, by the deadline stated in a written notice to the Contractor given by the City.

8.     STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF  
EMPLOYEES AND SUBCONTRACTORS

A.     The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B.     Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C.     The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

9.     CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

10.    CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11.    ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other

interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term

of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars (\$1,000,000) per occurrence.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

17. RECORDS AND AUDIT



The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. CHANGE IN DESIGN

A. The Contractor shall complete the fabrication of the Art in substantial conformity with Exhibit "A" of this Agreement and with the approved Master Design.

B. The Contractor may make minor adjustments in the scope, design or materials of the Art as the Contractor deems aesthetically and structurally necessary.

C. Prior to implementing any substantial change in the design of the Art, the Contractor shall provide written notice of such change to the City. The Contractor must receive the City's written approval of the change before the Contractor may continue completing the Art or be entitled to additional compensation.

D. The City's determination as to whether a change is "minor" or "substantial" shall bind the Contractor.

24. REVIEW, PROGRESS REPORTS AND STUDIO VISITS

The City shall have the right to review the Art in progress and to require and receive weekly progress reports from the Contractor. The City shall have the right to visit the Contractor's studio or other locations where the Art is being fabricated for the purposes of inspecting the work upon twenty four (24) hours notice.

25. COPYRIGHT AND REPRODUCTION RIGHTS

A. The Contractor certifies that the Art created pursuant to this Agreement is a unique work of art especially designed for the City that has not been, and shall not be duplicated in part or in its entirety by the Contractor.

B. The Contractor expressly reserves every right available to the Contractor, in common law or under the Federal Copyright Act except the rights which are limited by this Agreement.

C. The City shall not make any commercial use of the design of the Art, without the Contractor's written consent.

D. The City expressly retains the rights to publish and distribute photographs or drawings of the Art as installed and formally accepted by the City for noncommercial purposes, including but not limited to use in City-related advertising, brochures, media publicity, catalogues or other similar publications.

26. FORMAL ACCEPTANCE AND OWNERSHIP OF THE ART

A. The Contractor shall notify the City in writing of the completion of the Art. The City shall send notice informing the Contractor in writing that either:

(1) The Art has been completed according to the terms of the Agreement and the City formally accepts the Art ("Notice of Acceptance"); or

(2) Issues remain which prevent the City's issuance of a Notice of Acceptance, in which case the issues shall be described and the Contractor shall make adjustments to the Art as necessary within thirty (30) days to address the issues raised by the City at no additional cost to the City unless otherwise agreed upon by the parties in writing.

B. Upon the City's giving Notice of Acceptance the City shall become the sole owner of the Art.

C. The Contractor shall be available at such time or times as may be agreed upon between the City and the Contractor to attend a dedication ceremony relating to the transfer of the Art to the City.

27. RISK TO THE CONTRACTOR

The Contractor understands and agrees that, until the Notice of Acceptance is issued by the City, any injury to or loss of the Art and any injury to property or persons caused by the Art or any services related to this Agreement is the sole liability of the Contractor. The City will not provide the Contractor with any insurance coverage against such risks.

28. GUARANTEE OF WORKMANSHIP AND MATERIALS

For the period of one (1) year from the date of Notice of Acceptance, the Contractor warrants and guarantees all workmanship and materials used on the Art as installed on the Site.

29. IDENTIFICATION PLAQUE

The Contractor shall be responsible for the selection, fabrication and installation of all associated identification plaques including information to be provided by the City. All identification plaques will credit the Contractor with the creation of the Art.

30. EXPECTED LIFE OF THE ART

The City and the Contractor agree that the expected life of the Art is ten (10) years after the Notice of Acceptance.

31. MAINTENANCE

A. The City, with the intention of protecting the value, integrity and authenticity of the Art, shall be responsible for all maintenance of the Art.

B. The City will use reasonable efforts to maintain the Art in accordance with the written recommendations provided by the Contractor. The City shall have the exclusive right to determine whether repairs to, or restoration of the Art will be made. Such determination will take into account the expected life of the Art as defined in Article 30 of this Agreement.

C. During the Contractor's lifetime, the Contractor shall supply, at no charge to the City, advice concerning problems relating to the maintenance of the Art, unless agreed upon in writing by the City and the Contractor. To the extent practical, the Contractor shall be given the opportunity to perform any repairs and restoration of the Art.

D. If at any point after the Notice of Acceptance is issued, the Contractor believes the Art requires repair and the City does not repair the Art to the satisfaction of the Contractor, the Contractor shall retain any right to disclaim authorship of the Art pursuant to and under the conditions of applicable federal and state laws, including the Visual Artists' Rights Act.

32. REMOVAL OR DESTRUCTION

A. The Contractor acknowledges that by its nature, public art is may be subject to unforeseen or unavoidable damage or destruction.

B. The Contractor therefore agrees that the City shall have the absolute right to alter, change, modify, destroy, remove, relocate, move, replace, transport or transfer, in whole or in part, (such actions as being referred to herein after as "Alterations"), the Art as such time as

the City shall deem it necessary. In deciding to perform such Alterations the City shall consider the expected life of the Art as defined in Article 30 of this Agreement and the Contractor agrees that once the expected life of the Art has expired, the Art may have any such Alterations performed to it.

C. The City shall make a good faith effort to provide the Contractor with prior written notice of the City's intention to undertake any Alterations of the Art.

D. To the extent the provisions of this Article are inconsistent with the provisions of federal and state law, including the Visual Artists' Rights act, the Contractor hereby waives any right to preservation of the Art provided by those laws; provided, however, that the Contractor shall retain any right to disclaim authorship of the Art pursuant to and under the conditions of applicable federal and state laws, including the Visual Artists' Rights Act.

### 33. PUBLIC HAZARD

A. In the event that the City determines that the Art presents an imminent hazard to the public, the City may remove the Art without the formal approval of the Contractor. The Contractor shall be notified within thirty (30) days of any such action, and the City shall then consider options for the final disposition, repair, reinstallation, maintenance or de-accessioning of the Art.

B. If the Art cannot be removed without being irreparably damaged or destroyed, the Contractor hereby waives any right to preservation of the Art provided by applicable federal and state laws; provided however, that the Contractor shall retain any right to disclaim authorship of the Art pursuant to and under the conditions of applicable federal and state laws, including the Visual Artists' Right Act.

34. FUTURE SITE DEVELOPMENT

A. The City and the Contractor acknowledge that future site development within the immediate vicinity of the Art may change the intended appearance and character of the Art and/or necessitate its removal. Therefore, the City shall attempt to notify the Contractor in writing of any intended, significant changes in the immediate vicinity of the Art or to the Art itself, and to the extent practical, consult the Contractor in planning the changes.

B. In the event changes to the site significant alter the intent of the Art or the Art itself, the Contractor shall retain any right to disclaim authorship of the Art pursuant to and under the conditions of applicable federal and state laws, including the Visual Artists' Rights Act.

35. AUTHORSHIP

The Contractor agrees to claim authorship of the Art. If the Contractor wishes to exercise the Contractor's right to disclaim authorship of the Art pursuant to the terms of this Agreement the Contractor shall notify the City in writing. The City shall comply by allowing the Contractor to remove the Contractor's name from the Art at the Contractor's own expense.

36. CONTRACTOR'S ADDRESS

The Contractor shall notify the City of changes in the Contractor's address. The failure to do so shall be deemed a waiver by the Contractor of the rights provided in this Agreement which require the express consent or notification of the Contractor, if such failure prevents the City from locating the Contractor.

37. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Arts Commission  
PO Box 909  
Santa Fe, NM 87504

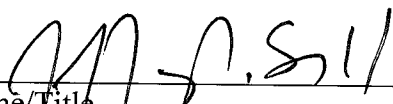
Contractor:  
International Folk Art Market  
620 Cerrillos Road  
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
International Folk Art Market

  
\_\_\_\_\_  
BRIAN K. SNYDER, CITY MANAGER

  
\_\_\_\_\_  
Name/Title

DATE: 09/02/2018

DATE: 7/10/18

CRS# 03-082471-00-0  
City of Santa Fe Business  
Registration # 18-00105913

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

 3/20  
\_\_\_\_\_  
KELLEY A. BRENNAN  
CITY ATTORNEY

APPROVED:

 4.2.18  
\_\_\_\_\_  
ADAM JOHNSON  
FINANCE DIRECTOR

32708.510300.0114900  
Business Unit Line Item



**Project Description**

The International Folk Art Alliance (IFAA) is an innovative nonprofit organization based in Santa Fe, New Mexico that celebrates and preserves living folk art traditions and create economic opportunities for and with folk artists worldwide. We envision a world that values the dignity and humanity of the handmade, honors timeless cultural traditions, and supports the work of folk artists serving as entrepreneurs and catalysts for positive social change. In partnership with the City of Santa Fe Arts Commission, IFAA is proposing to design, manufacture, and permanently install a unique, hand-crafted, wrought-iron archway / gateway structure. The structure will be designed, crafted, and installed by world renowned sculptor / metal-worker artists Serge Jolimeau and Jeremy Thomas. The archway / gateway structure will be prominently placed in a place of high visibility and serve as a real and symbolic gateway to the world to benefit the City of Santa Fe. IFAA is requesting \$10,000 from the City of Santa Fe Arts Commission, Art in Public Places, IGNITE 2017 to fund this project.

To celebrate IFAA's 15th Anniversary in 2018, IFAA will commission Haitian artist, Serge Jolimeau to create this metal sculpture gate / archway that will represent IFAA's 15 years of convening the world to Santa Fe with the International Folk Art Market | Santa Fe, creating international dialogue and awareness of folk art to the City of Santa Fe, and representing the 900 folk artists that are in our IFAA folk art family with a global impact of 1.1 million people. The piece would be made in Haiti, and then shipped to the U.S. IFAA would then commission sculptor, Jeremy Thomas to complete the frame and welding in Santa Fe by June 30, 2018. In partnership with the City of Santa Fe Arts Commission, IFAA would debut the piece during our 15th Anniversary International Folk Art Market | Santa Fe in July 13-15, 2018. After Market, it would be permanently placed in Santa Fe, where IFAA would dedicate it with a community event to benefit the City of Santa Fe.

The proposed structure will be constructed entirely of wrought iron and designed in accordance with the local surroundings of the site selected for its installation. When finished, the archway / gateway structure will serve as a permanent and lasting art focal point for residents and visitors of all ages to Santa Fe and will be emblematic of the unifying contribution of art and folk art to the world.

### **Proposal Narrative**

Since its inception in 2004, the International Folk Art Alliance (IFAA) IFAA has, through hard work and dedication, earned a lead role in the Santa Fe Arts Community. The mission of the IFAA is to celebrate and preserve living folk art traditions and create economic opportunities for and with folk artists worldwide. IFAA envisions a world that values the dignity and humanity of the handmade, honors timeless cultural traditions, and supports the work of folk artists serving as entrepreneurs and catalysts for positive social change. The proposed design, manufacture, and permanent installation of a hand-crafted, wrought iron archway / gateway structure will be representative of our service to the City of Santa Fe and our energies to bring about and reinforce the contribution and role of folk art around the world.

### **Artist Excellence: Proposed Artwork & Past Artworks**

World renowned sculptor / metal worker artists Serge Jolimeau and Jeremy Thomas have established reputations in the arts and folk-art communities and have agreed to accept a commission to take the lead roles in the design, manufacture, and installation of the archway / gateway structure. Mr. Jolimeau and Mr. Thomas have been selected for this project to demonstrate the artistic and practical benefits of collaborative artistic endeavors by culturally diverse, local, and international folk artists.

Mr. Jolimeau is a Haitian metal sculptor and was born in Croix-des-Bouquets, Haiti in 1952. Mr. Jolimeau joined the Centre d'Art, Haiti, in 1972. He stands out as one of the most gifted metal sculptors of his generation, and primarily makes metal work sculpture made out of recycled oil drums, which is folk art traditions passed down by the Louis Juste brothers in Croix-des-Bouquets. Mr. Jolimeau's stylization and fantastic complexity produces works giving the impression of a metal lace. In 2009, Mr. Jolimeau, with other artists, was selected by Bill Clinton to create commemorative works for the Clinton Global Citizen Awards as part of the Clinton Global Initiative. Since 2006, Mr. Jolimeau has participated in IFAA's annual flagship program, the International Folk Art Market | Santa Fe.

Mr. Thomas was born in 1973 and raised in the Mid-West and Mid-South. His interest in art began at a young age, receiving the Young Talent in Oklahoma Award. At Quartz Mountain Summer Art Institute, he studied with artist Deloss McGraw and Robert Zacanich. In high

school, he worked with Oklahoma painter Jean Richardson, where he began to work as a print-maker editioning intaglio prints for Council Editions, distributed by John Szoke, NY. He moved to New Mexico to go to the College of Santa Fe ("CSF") in 1992, graduating with a BFA in Sculpture and was on the National Deans List. While at CSF, he apprenticed with artist / blacksmith Tom Joyce. After graduating, he began to work as a master printer, continued to refine his skills as a blacksmith, and opened his own smithy in 1999, making custom and production wrought iron. In 2002 he began teaching at his alma-mater. He has had solo exhibitions in Los Angeles, Phoenix, Santa Fe, New York, Paris, and Munich. Thomas's work is included in private and corporate collections in the United States, and Europe. His work is in museums, and collections such as the Albright Knox Gallery, and the Fredrick R. Weisman Foundation. Currently, he is represented by galleries in the United States and Europe. Jeremy lives and works in Northern New Mexico with his wife and their son, growing sculpture in the studio, and growing food in their organic orchard and garden.

#### Project Feasibility and Logistics

The project will be completed in three phases. IFAA will initiate project activities on notification of funding and will complete all proposed work on or before June 30, 2018.

Phase 1: The first phase will be Serge Jolimeau and Jeremy Thomas to collaboratively determine the artistic design of the archway / gateway structure in Haiti to be emblematic of representing IFAA's 15 years of convening the world to Santa Fe with the International Folk Art Market | Santa Fe, creating international dialogue and awareness of folk art to the City of Santa Fe, and representing the 900 folk artists that are in our IFAA folk art family with a global impact of 1.1 million people. Following guidance and direction from the City of Santa Fe Arts Commission, detailed information regarding site selected for the proposed structure will be transmitted to Mr. Jolimeau and Mr. Thomas so they may begin to design the structure. They will be required to present a proposed final design for review and approval by the City of Santa Fe Arts Commission and IFAA within 30 days of their receipt of site specific data.

Phase 2: The second phase will be its manufacture in Haiti by Mr. Jolimeau, shipping the structure to Santa Fe, New Mexico, and Mr. Thomas completing the welding and framing for installation by June 30, 2018. On acceptance of the proposed design by the City of Santa Fe Arts Commission and IFAA, Mr. Jolimeau will manufacture the archway / gateway in Haiti. Mr.

Jolimeau will be required to submit regular verbal and written reports (with photographs) on his progress to IFAA to ensure timely completion of this phase of the proposed project. On completion of its manufacture, Mr. Jolimeau will ship the completed work to Santa Fe, New Mexico. On arrival of the completed archway / gateway, Mr. Thomas will complete the welding, framing, and permanent installation of the archway / gateway structure.

Phase 3: The third and final component of the proposed project will be the archway / gateway structure's debut at the 15th Anniversary International Folk Art Market | Santa Fe (July 13-15, 2018). More than 20,000 Market attendees will view the piece, learn about the project, and be aware of where it will be permanently placed in Santa Fe. After Market, a community dedication of the archway / gateway structure will be held at the permanent installation location to benefit the City of Santa Fe. IFAA will host this dedication / celebratory event, inviting the City of Santa Fe Arts Commission, the community, and all key personnel involved in the placement, design, manufacture, and installation of the proposed archway / gateway. Members of both the Santa Fe Arts Commission and IFAA will be requested to participate in dedicating the structure and Mr. Jolimeau and Mr. Thomas will conduct a presentation on their work in designing, building, and installing the archway / gateway.

#### Suitability

The proposed archway / gateway will be constructed entirely of wrought-iron and the artists commissioned to design, build, and install the structure will be required to provide a design and installation process thoroughly congruent and in concert with the surroundings of the site of its installation. There are no long-term maintenance concerns in wrought iron structures and the proposed art-structure will last, virtually maintenance free, for an extended period of time well beyond the minimum requirement of 10 years.

#### Ability to Address Selected Priorities (Creative Spaces, Engagement, Youth Arts)

The placement and design of the proposed archway / gateway structure will be of pivotal importance in facilitating access to this project so that it may have the desired and anticipated effect of stimulating an interest in folk art as a prominent art medium / genre for people of all ages, young and old. Conceptual plans and designs for the proposed project focus on providing visitors of all ages with the opportunity to pass through and under an

internationally, collaboratively designed, manufactured and installed work of folk art that will serve as a longstanding reminder of the aesthetic and utilitarian contribution of art and folk art in our daily lives. A commemorative plaque will be installed on the structure that will provide a brief description of the work of the two collaborating artists as well as the support of the City of Santa Fe Arts Commission in bringing this project to fruition. The two collaborating artists (Mr. Jolimeau and Mr. Thomas) will be required to design and utilize local materials that engender a greater awareness and cultural appreciation of local surroundings and structures as well as an increased interest in the utilization of every day / non-traditional materials, in this instance wrought iron, in creating utile, lasting, and aesthetically pleasing works of art.

### **Impact and Evaluation**

The anticipated impact of an archway / gateway constructed entirely of wrought iron and designed in concert and accordance with local / site specific surroundings and materials will be the contribution of a lasting, permanent work of art to be valued and appreciated by visitors to and residents of Santa Fe, New Mexico. The structure will commemorate and demonstrate the commitment and dedication on the part of the Santa Fe community in providing artists, (local, national, and international) with support and venues for displaying their work and enriching the lives of residents and visitors to Santa Fe, New Mexico.

Administrators and staff of IFAA independently contract Southwest Planning & Marketing to conduct survey and statistical work of IFAA programs. IFAA will retain Southwest Planning & Marketing to add impact evaluation to their current contract to include impact evaluation of the archway / gateway structure. They will gather qualitative and quantitative data to evaluate impact of both Market attendees during the archway / gateway structure's debut at the 15th Anniversary International Folk Art Market | Santa Fe and during the dedication / community event ceremony at its permanent location site. A special section on the new structure will be included in its Market Evaluation packets, requesting input from visitors to the International Folk Art Market | Santa Fe about the structure. It is readily anticipated that the artistic talents and world-renowned reputations of the two artists, Serge Jolimeau and Jeremy Thomas, selected to design, build, and install the archway / gateway, will produce high levels of praise and appreciation in visitors to the structure (both local and non-local).

## **Key Artist / Partners**



Artist: Serge Jolimeau

Region: Caribbean

Country: Haiti

Media/General: Metalwork, Sculpture

Medium of Work: Recycled oil drum sculptures

Year(s) Attended at IFAA's flagship program, the International Folk Art Market | Santa Fe:  
2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, & 2017

About: As a child, Serge Jolimeau was inspired to create art by watching the blacksmiths in his neighborhood. He learned metalwork from the Louis Juste brothers in Croix des Bouquets, which is famous for its many metal workshops creating art in a diversity of styles. His work has been shown at the Brooklyn Museum and at LACITA in Biarritz, France. He also mentors young artists in the metal arts, allowing them use of his shop.

From recycled oil drums, Serge brings to life beautiful mermaids, shining suns, and other Voudou symbols and deities. After flattening the drums, he uses hammers and chisels to cut the metal into fantastical designs with his signature curving forms. To add texture, he uses often handmade burins to emboss and deboss the surfaces of his sculptures. He also mentors young artists in the art, allowing them use of his shop.



Artist: Jeremy Thomas

Region: Santa Fe

Country: U.S.A

Media/General: Sculpture

Medium of Work: Metal Sculpture

About: Jeremy Thomas was born in 1973 and raised in the Mid-West and Mid-South. His interest in art began at a young age, receiving the Young Talent in Oklahoma Award. At Quartz Mountain Summer Art Institute, he studied with artist Deloss McGraw and Robert Zacanich. In high school, he worked with Oklahoma painter Jean Richardson, where he began to work as a print- maker editioning intaglio prints for Council Editions, distributed by John Szoke, NY. He moved to New Mexico to go to the College of Santa Fe ("CSF") in 1992, graduating with a BFA in Sculpture and was on the National Deans List. While at CSF, he apprenticed with artist / blacksmith Tom Joyce. After graduating, he began to work as a master printer, continued to refine his skills as a blacksmith, and opened his own smithy in 1999, making custom and production wrought iron. In 2002 he began teaching at his alma-mater. He has had solo exhibitions in Los Angeles, Phoenix, Santa Fe, New York, Paris, and Munich. Thomas's work is included in private and corporate collections in the United States, and Europe. His work is in museums, and collections such as the Albright Knox Gallery, and the Fredrick R. Weisman Foundation. Currently, he is represented by galleries in the United States and Europe. Jeremy lives and works in Northern New Mexico with his wife and their son, growing sculpture in the studio, and growing food in their organic orchard and garden.

### **Project Budget**

International Folk Art Alliance's request for support to the City of Santa Fe Arts Commission,  
Art in Public Places, IGNITE 2017

<b>Project Revenue</b>	<b>Amount</b>
City of Santa Fe Arts Commission	\$10,000
<b>Total Project Revenue</b>	<b>\$10,000</b>
<b>Project Expenses</b>	<b>Amount</b>
Artist fees for Mr. Serge Jolimeau	\$3,500
Artist fees for Mr. Jeremy Thomas	\$3,500
Materials and Installation	\$2,000
Shipping from Haiti to Santa Fe, New Mexico	\$1,000
<b>Total Project Expenses</b>	<b>\$10,000</b>