



**Interoffice Memorandum**

January 28, 2021

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

THRU: Carla Bell Johnson, AICP, Assistant County Administrator *cbj*

CONTACT: Terry Olson, Administrator *Olson*  
Arts and Cultural Affairs Office

SUBJECT: February 9, 2021 – Consent Agenda Item  
Approval and execution of Art in the Chambers  
Loan and Exhibition Agreement by and between  
Orange County, Florida and Orlando Museum of Art

Three times a year our office borrows art from various institutions and art owners that fit one of the following categories: 1) from major collections in the area, 2) from artists who have lived or worked in Orange County and have a national reputation, or 3) from artists whose work fits a particular theme.

The Orlando Museum of Art has agreed to loan a selection from its collection for exhibition from February 10, 2021 to June 10, 2021. This agreement was approved by the County Attorney's office.

**ACTION REQUESTED:** Approval and execution of Art in the Chambers Loan and Exhibition Agreement by and between Orange County, Florida and Orlando Museum of Art (OMA) for the period of February 10, 2021 through June 10, 2021.

TO/ls

- c. Byron W. Brooks, AICP, County Administrator  
Carla Bell Johnson, AICP, Assistant County Administrator

BCC Mtg. Date: February 9, 2021

## Art in the Chambers Loan and Exhibition Agreement

This Art in the Chambers Loan and Exhibition Agreement (“Agreement”) is made and entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (“County”) and **Orlando Museum of Art (OMA)**, (each a “Party” and collectively “Parties”).

### WITNESSETH

**WHEREAS**, the Orange County Arts and Cultural Affairs Office borrows art from various institutions, artists and art collectors for display in the “Art in the Chambers” exhibitions; and

**WHEREAS**, OMA is the owner of the artwork (“Artwork”) listed in Attachment A to this Agreement and desires to loan the Artwork to the County for placement in the Orange County Board of County Commissioners Chambers, located at 201 South Rosalind Avenue, Orlando, Florida; and

**WHEREAS**, the Parties agree to the terms and conditions as set forth in this Agreement.

**NOW THEREFORE** in consideration of the foregoing and covenants hereinafter set forth, it is agreed as follows:

**1. Purpose of Agreement.** OMA, as the sole owner of the Artwork, hereby agrees to loan the Artwork to the County for the period of time specified in Section 2 of this Agreement.

**2. Term.** The term of the Agreement shall commence on Wednesday, February 10, 2021 and terminate Thursday, June 10, 2021.

**3. OMA’s Warranties and Representations.** OMA represents and warrants that it a) is the owner of the Artworks and all of the rights under copyright in the Artwork and b) has full authority to loan the Artwork and grant the rights provided in the Agreement. OMA further represents and warrants that nothing in the Artwork defames any person or entity, infringes any copyright or otherwise violates the rights of any third party.

**4. Transportation.** OMA shall solely be responsible for packing and transporting the Artwork to and from the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida. OMA shall be financially responsible for all costs of transportation.

**5. Care of Artwork.** County will exercise the same precautions for the Artwork as it would for the safekeeping of comparable property of its own. County has the right to execute any emergency preservation measure without OMA’s permission if such

measure, in the sole discretion of the County, is required to protect the Artwork or other property, or to protect the health and safety of County personnel or the public.

**6. Indemnification.** To the fullest extent permitted by law, OMA will defend, indemnify and hold harmless the County from and against all claims (including claims of copyright infringement), damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the display of the art works as listed in this Agreement.

**7. Security and Risk.** County shall exercise as much care with respect to the Artwork as the County does in safeguarding its own property. Notwithstanding the foregoing, OMA acknowledges and agrees that County will provide no additional security for the Artwork beyond the currently contracted security provided at the Orange County Administration Center. OMA bears sole responsibility for obtaining and maintaining insurance for the Artwork while it is in transit to and from the Orange County Administration Center, being installed or deinstalled, and on exhibit.

**8. Entire Agreement.** This Agreement, including its attachments hereto, contains the entire agreement between the Parties with respect to the subject matter, and supersedes all previous communications, representations, understandings, and agreements either oral and written, between the Parties with respect to the subject matter. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

*for* Jerry L. Demings  
Orange County Mayor

Date: FEB 09 2021

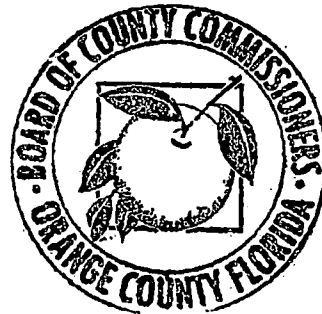
ATTEST: Phil Diamond, CPA, County Comptroller,  
as Clerk of the Board of County Commissioners

By: *Katie Smith*

Deputy Clerk

Katie Smith

Printed Name



PARTY

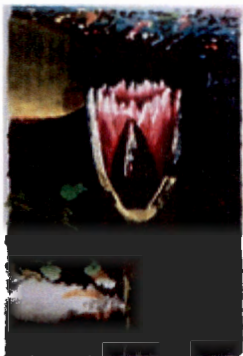
Orlando Museum of Art

By: *Hansen Mulford*

Hansen Mulford  
Senior Curator

Date: 12/16/2020

## ATTACHMENT A



**Joseph Raffael**

*Amethyst Lily*

1989

Woodcut on paper, Edition 42/75, 32 ½" x 24 ½"

On Loan from the Orlando Museum of Art Collection, Purchased with funds provided by the Council of 101



**James Rosenquist**

*The Stowaway Peers Out at the Speed of Light*

2002

Lithograph on paper, Edition 39/40, 46 ¼" x 105 ½"

On Loan from the Orlando Museum of Art Collection, Purchased with funds provided by the Council of 101



**Donald Sultan**

*Poppies, April 25, 2007*

2007

Screen print with enamel inks, flocking and tar-like substance on 2-ply museum board, Edition 48/75, 24" x 24"

On Loan from the Orlando Museum of Art Collection, Purchased with funds provided by the Council of  
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