


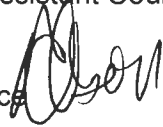


Interoffice Memorandum

May 17, 2021

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

THRU: Carla Bell Johnson, AICP, Assistant County Administrator 

CONTACT: Terry Olson, Administrator 
Arts and Cultural Affairs Office

SUBJECT: June 8, 2021 – Consent Agenda Item
Approval and execution of Art in the Chambers
Loan and Exhibition Agreement by and between
Orange County, Florida and Pam Crotty

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.

Pam Crotty has agreed to loan a selection from her collection for exhibition from June 29, 2021 to September 29, 2021.

ACTION REQUESTED: Approval and execution of Art in the Chambers Loan and Exhibition Agreement by and between Orange County, Florida and Pam Crotty for the period of June 29, 2021 through September 29, 2021.

TO/ls

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

BCC Mtg. Date: June 8, 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 **Pam Crotty**, (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, Pam Crotty 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.** Pam Crotty, 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 Tuesday, June 29, 2021 and terminate Wednesday, September 29, 2021.
- 3. Pam Crotty’s Warranties and Representations.** Pam Crotty represents and warrants that they a) are the owner of the Artworks and all of the rights under copyright in the Artwork and b) have full authority to loan the Artwork and grant the rights provided in the Agreement. Pam Crotty 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.** Pam Crotty 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. Pam Crotty 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 Pam Crotty'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, Pam Crotty 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, Pam Crotty 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. Pam Crotty 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: JUN 08 2021

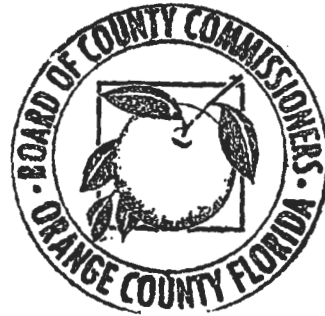
ATTEST: Phil Diamond, CPA, County Comptroller,
as Clerk of the Board of County Commissioners

By: *Katie Smith*

Deputy Clerk

Katie Smith

Printed Name



PARTY:

Pam Crotty

By: *Pam Crotty*
Pam Crotty

Date: 5/14/2021

ATTACHMENT A



Paul Scarborough

Island House Series I

2004 – 2010

Watercolor on watercolor paper, 39 x 48 inches framed



Paul Scarborough

Island House Series II

2004 – 2010

Watercolor on watercolor paper, 45 x 37 inches framed



Paul Scarborough

Island House Series III

2004 – 2010

Watercolor on watercolor paper, 39 x 48 inches framed



Paul Scarborough

Lady in the Garden

2016

Mixed media on stretched canvas, 24 x 25.75 inches



Paul Scarborough

The Red Cat and Angel

2016

Mixed media on stretched canvas, 24 x 25.75 inches



Paul Scarborough

Untitled

2015

Mixed media on stretched canvas, 49 x 58.5 inches



Paul Scarborough

Last Call I

2015

Mixed media on stretched canvas, 56 x 56 inches



Paul Scarborough

Birds of Paradise

2015

Mixed media on stretched canvas, 59 x 50 inches



Paul Scarborough

Black Box

2016

Mixed media on stretched canvas, 57.5 x 55.5 inches

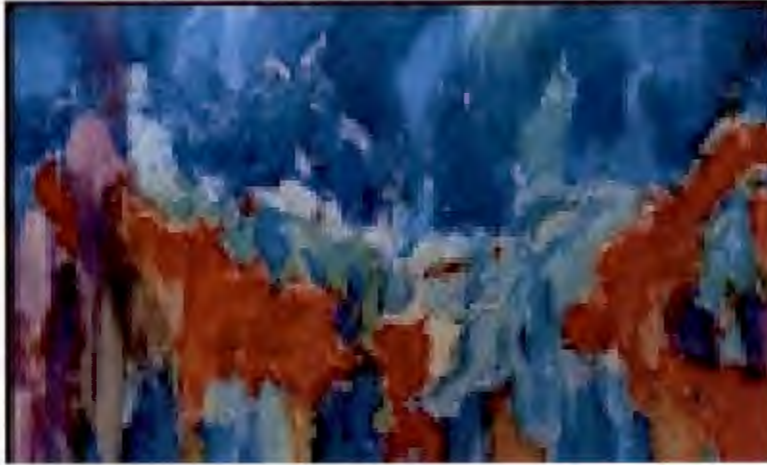


Paul Scarborough

Illuminating Water

2016

Mixed media on stretched canvas, 85 x 54 inches



Paul Scarborough

Orange Rising

2014

Mixed media on stretched canvas, 97 x 57 inches



Paul Scarborough

Colorful Life

2015

Mixed media on stretched canvas, 93 x 56 inches



Paul Scarborough

Sailboats Crossing

2014

Mixed media on stretched canvas, 71 x 56 inches



Paul Scarborough

Urban Jungle II

2014

Mixed media on stretched canvas, 56 x 56 inches