



Legislation Text

File #: 24-1187, **Version:** 1

Interoffice Memorandum

DATE: July 31, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Carla Bell Johnson, AICP, Deputy County Administrator, County Administrator's Office

FROM: Vicki Landon, Administrator, Arts and Cultural Affairs Office

CONTACT: Vicki Landon

PHONE: 407-836-5540

DIVISION: Arts and Cultural Affairs Office

ACTION REQUESTED:

Approval and execution of Art in the Chambers Loan and Exhibition Agreement by and between Orange County, Florida and Carl Knickerbocker for the period of September 23, 2024, through January 25, 2025. (**Arts and Cultural Affairs Office**)

PROJECT: N/A

PURPOSE: Three times a year our office borrows art from 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. Carl Knickerbocker has agreed to loan a selection from his collection for exhibition in the Chambers from September 23, 2024, through January 25, 2025.

BUDGET: \$500 Loan Fee

BCC Mtg. Date: September 10, 2024

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 **Carl Knickerbocker**, (“Lender”).

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, Lender 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. Lender, 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 **Monday, September 23, 2024**, and terminate **Wednesday, January 25, 2025**.

3. Loan Fee. County agrees to pay Lender a loan fee in the amount of five hundred and no/100 dollars (\$500.00). This loan fee shall be the only consideration that County will provide to Lender.

4. Lender’s Warranties and Representations. Lender 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. Lender 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.

5. Transportation. Lender 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. Lender shall be financially responsible for all costs of transportation.

6. 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 Lender'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.

7. Indemnification. To the fullest extent permitted by law, Lender 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.

8. 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, Lender 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. County will insure the Artwork while on exhibit at the Administration Center.

9. 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: September 10, 2024

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

By: David Rooney

Deputy Clerk

[Signature]

Printed Name

LENDER:

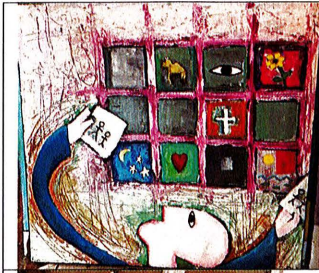
Carl Knickerbocker
106 Dorell Court, Oviedo FL 32765
knick407@gmail.com
(407) 365-5148

By: [Signature]
Carl Knickerbocker

Date: 7-20-24

Exhibit A
ART IN THE CHAMBERS: CARL KNICKERBOCKER

	<p>Carl Knickerbocker <i>Future of Transportation</i>, 2003 Acrylic 48 x 57 inches \$2000</p> <p>Mayor's Office</p>
	<p>Carl Knickerbocker <i>Spectators #1</i>, 2001 Acrylic 52 x 61 inches \$2000</p> <p>Mayor's office</p>
	<p>Carl Knickerbocker <i>Homes</i>, 1999 Acrylic 54 x 62 inches \$2000</p> <p>On the left wall behind commissioners' desk</p>
	<p>Carl Knickerbocker <i>Looking</i>, 2011 Acrylic 45 x 36 inches \$2000</p> <p>On the right wall behind the commissioners' desk</p>
	<p>Carl Knickerbocker <i>Flying in my Dreams</i>, 2007 Acrylic 47 x 55 inches \$2000</p> <p>On the right wall behind the commissioners' desk</p>

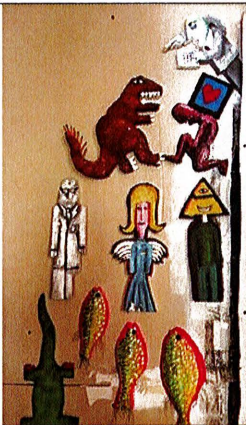


Carl Knickerbocker
Scheme of Things, 1997
Acrylic
50 x 54 inches
\$2000

On the left wall behind the commissioners' desk



Carl Knickerbocker
Identity, 2012
Acrylic
36 x 45 inches
\$2000
NFS







Carl Knickerbocker
Untitled Objects, 2011-2024
Acrylic on Foam
2 x 10 inches
\$30.00 each

18 small flat objects to be pinned to the left wall behind the commissioners' desk



Carl Knickerbocker
UFO's Killed the Palm Trees, 2007
Acrylic
124 x 93 inches
\$4000

	<p>Carl Knickerbocker <i>Osteen Bridge, 2005</i> Acrylic 117 x 82 inches \$4000</p> <p>Wall</p>
	<p>Carl Knickerbocker <i>Moon Shot, 2003</i> Acrylic 108 x 81 inches \$4000</p> <p>On back wall</p>
	<p>Carl Knickerbocker <i>Green Hat Loses, 2005</i> Acrylic 116 x 85 inches \$4000</p> <p>On right wall near AV booth</p>
	<p>Carl Knickerbocker <i>Florida Parking Lot, 2009</i> Acrylic 117 x 85 inches \$4000</p> <p>On the right wall behind the TV/AV booth</p>
	<p>Carl Knickerbocker <i>Citrus Tower, 2006</i> Acrylic 107 x 81 inches \$4000</p> <p>On back wall</p>

	<p>Carl Knickerbocker <i>Armadillo Angel</i>, 2004 Acrylic 97 x 80 inches \$4000</p> <p>On left wall near windows</p>
	<p>Carl Knickerbocker <i>Title Blue With White Figures</i>, 2016 15 x 23 inches \$200</p>
	<p>Carl Knickerbocker <i>White Rectangle with Figures and Eye</i>, 2017 Film Still 15 x 23 inches \$200</p>
	<p>Carl Knickerbocker <i>Black Ball with Figure</i>, 2015 Film Still 15 x 23 inches \$200</p>