## ORANGE COUNTY GOVERNMENT

## **Interoffice Memorandum**

August 6, 2020

TO:

Mayor Jerry L. Demings

-AND-

**Board of County Commissioners** 

THRU:

Randy Singh, Deputy County Administrator R.S.

CONTACT:

Terry Olson, Administrator

Arts and Cultural Affairs Office

SUBJECT:

September 1, 2020 - Consent Agenda Item

2020 Sculpture on the Lawn Loan and Exhibition Agreements

Once a year our office extends an international artist call for the loan of sculptures for the yearlong *Sculpture on the Lawn* exhibition; subsequently, the Public Art Review Board chooses the four sculptures to be installed outside of the Orange County Administration Center. The mission of the Public Art Review Board is to include public art in Orange County for the benefit and education of its citizens while enhancing the visual environment through a diversity of styles, content, and artists.

The following artists/lenders have agreed to loan their works for the period of October 1, 2020 through October 12, 2021, with each to receive a loan fee of \$3,500: J. Aaron Alderman, Donald Gialanella, Stephen T. Landis, and Egor and Nikita Zigura.

These agreements were approved by the County Attorney's office.

ACTION REQUESTED:

Approval and execution of 2020 Sculpture on the Lawn Loan and Exhibition Agreements by and between Orange County, Florida and J. Aaron Alderman, Donald Gialanella, Stephen T. Landis, and Egor Zigura and Nikita Zigura for the period of October 1, 2020 through October 12, 2021.

TO/ls

c. Byron W. Brooks, AICP, County Administrator Randy Singh, Deputy County Administrator

BCC Mtg. Date: September 1, 2020

## 2020 Sculpture on the Lawn Loan and Exhibition Agreement

This Sculpture on the Lawn 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 J. Aaron Alderman, an individual ("Artist").

### WITNESSETH

**WHEREAS**, the Orange County Arts and Cultural Affairs Office borrows sculptures from various Artists for display on the lawn in front of the Orange County Administration Center; and

WHEREAS, Artist is the owner of the sculpture ("Sculpture") listed in Exhibit "A" to this Agreement and desires to loan the Sculpture to the County for placement on the lawn at the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida ("Administration Center"); and

**WHEREAS**, the County and Artist desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

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

- **1. Purpose of Agreement**. Artist, as the sole owner of the Sculpture, hereby agrees to loan the Sculpture 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 a date no earlier than October 1, 2020 and no later than October 12, 2020; and shall terminate no earlier than October 1, 2021 and no later than October 12, 2021.
- **3. Loan Fee.** County agrees to pay Artist a loan fee in the amount of three thousand five hundred and no/100 Dollars (\$3500.00). This loan fee is the only consideration that County will provide to the Artist.
- **4. Artist's Warranties and Representations.** Artist represents and warrants that he/she: a) is the owner of the Sculpture and all of the rights under copyright in the Sculpture; and b) has full authority to loan the Sculpture and grant the rights provided in the Agreement. Artist further represents and warrants that nothing in the Sculpture defames any person or entity, infringes any copyright or otherwise violates the rights of any third party.
- **5. Durability of Sculpture**. Artist represents and covenants that the Sculpture is made of durable material and will withstand the weather and climate in the area. The

Artist assumes all responsibility and risk for any deterioration or weathering caused to the Sculpture as a result of its loan to the County.

- **6. Placement of the Sculpture**. County will determine a location for the exhibition of the Sculpture on the Administration Center lawn. Based upon information about the location supplied by the County, Artist will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction. Once approved by the County, the Artist will modify the Sculpture, if necessary, with any required elements to attach the Sculpture to the existing concrete pad construction.
- 7. Delivery of the Sculpture. The Artist will agree to a precise delivery date with the County. Delivery shall take place during regular business hours unless specifically agreed to by the County. The Sculpture will be delivered to the exhibition location and installed on the existing concrete pad or temporary sculpture base at the precise location directed by County staff. The Artist is responsible for all shipping costs as well as the cost of the delivery vehicle used to deliver the Sculpture to the exhibition location. The Artist is responsible for bearing all costs associated with installation of the Sculpture. The County will provide the hardware specifications to attach the Sculpture to the concrete and temporary base pads.
- 8. Removal of the Sculpture. Artist will agree to a precise removal date with the County. Removal shall occur during regular business hours unless specifically agreed to by the County. The Sculpture will be removed from the exhibition location under the supervision of County staff. Artist will remove the Sculpture from the existing concrete pad construction on the pick-up date. Artist is responsible for all shipping costs associate with removal of the Sculpture.
- 9. County Discretion. County retains sole and complete discretion regarding County's exercise of rights granted under this Agreement. County reserves the right to move the Sculpture at any time, to any location, on the Administration Center lawn, or other County property, or to remove the Sculpture at any time from the exhibition. Except during an emergency related to public safety or the safety of the Sculpture, the County will contact the Artist prior to moving the Sculpture.
- **10. Insurance**. County will insure the Sculpture up to its stated value or fifty thousand and 00/100 dollars (\$50,000.00), whichever is less, for theft or major vandalism. Artist will be responsible for any repairs needed due to fabrication defects or reasonable wear and tear of the object in a public location.
- 11. Sale of Sculpture during Exhibition. Artist will be able to sell the Sculpture on display during the year. If the Sculpture is removed before the year-long display has ended Artist agrees to replace the Sculpture with another similar sculpture. Artist must

submit the new sculpture for approval by the Arts Commission prior to removing the Sculpture. If the Artist sells the Sculpture during the term of the Agreement and has it removed prior to the end of the term of this Agreement, the Artist agrees to contribute thirty percent (30%) of the Sculpture's sale to the County's Public Art program.

- 12. Indemnification. To the fullest extent permitted by law, Artist will defend, indemnify and hold harmless 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.
- **13. Notices**. All notices and communications pertaining to this Agreement shall be directed as follows:

County: Orange County Board of County Commissioners

Attn: Arts and Cultural Affairs 450 E. South St., Suite 345

Orlando, FL 32801

With copy to: County Administrator

P.O. Box 1393

Orlando, Florida 32802

Artist: J. Aaron Alderman

169 Cashiers Valley Rd

Brevard, NC 28712

- 14. Change of Address. It is the sole responsibility of Artist to notify County of any change of address.
- 15. Photographs of Sculpture. Artist grants County the right to photograph and distribute photographs of the Sculpture for non- commercial public information purposes. Photographs may appear in media releases, County newsletters, on the Orange County website, and exhibition printed matter and/or website. Artist will provide County with digital images and printed matter.
- 16. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

- 17. Waiver. A party's failure, neglect or delay to enforce the provisions, rights or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or any party of this Agreement or prejudice such party's right to take subsequent action.
- 18. 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 or 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: Rumw. Bwolin
	Jerry L. Demings Orange County Mayor
	Date: SEP 0 1 2020
TTEST: Phil Diamond, CPA s Clerk of the Board of Cou Matic fried	
Deputy Clerk	
Katie Smith Printed Name	THEE COUNTY FLOW
riined Name	ARTIST:
	J. Aaron Alderman
	J. Aaron Alderman  Date: 15 · 20

## **EXHIBIT "A"**

## 2020 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN ORANGE COUNTY AND J. AARON ALDERMAN

## ARTWORK TITLE: "I Went to See" DATE: 2020 MATERIALS: Steel and Copper DIMENSIONS: 102" x 48" x 41" RETAIL PRICE: \$14,800

BCC Mtg. Date: September 1, 2020

## 2020 Sculpture on the Lawn Loan and Exhibition Agreement

This Sculpture on the Lawn 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 Donald Gialanella, an individual ("Artist").

## WITNESSETH

**WHEREAS**, the Orange County Arts and Cultural Affairs Office borrows sculptures from various Artists for display on the lawn in front of the Orange County Administration Center; and

**WHEREAS**, Artist is the owner of the sculpture ("Sculpture") listed in **Exhibit** "A" to this Agreement and desires to loan the Sculpture to the County for placement on the lawn at the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida ("Administration Center"); and

**WHEREAS**, the County and Artist desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

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

- 1. Purpose of Agreement. Artist, as the sole owner of the Sculpture, hereby agrees to loan the Sculpture 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 a date no earlier than October 1, 2020 and no later than October 12, 2020; and shall terminate no earlier than October 1, 2021 and no later than October 12, 2021.
- **3. Loan Fee.** County agrees to pay Artist a loan fee in the amount of three thousand five hundred and no/100 Dollars (\$3500.00). This loan fee is the only consideration that County will provide to the Artist.
- **4. Artist's Warranties and Representations.** Artist represents and warrants that he/she: a) is the owner of the Sculpture and all of the rights under copyright in the Sculpture; and b) has full authority to loan the Sculpture and grant the rights provided in the Agreement. Artist further represents and warrants that nothing in the Sculpture defames any person or entity, infringes any copyright or otherwise violates the rights of any third party.
- **5. Durability of Sculpture**. Artist represents and covenants that the Sculpture is made of durable material and will withstand the weather and climate in the area. The

Artist assumes all responsibility and risk for any deterioration or weathering caused to the Sculpture as a result of its loan to the County.

- **6. Placement of the Sculpture**. County will determine a location for the exhibition of the Sculpture on the Administration Center lawn. Based upon information about the location supplied by the County, Artist will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction. Once approved by the County, the Artist will modify the Sculpture, if necessary, with any required elements to attach the Sculpture to the existing concrete pad construction.
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- 8. Removal of the Sculpture. Artist will agree to a precise removal date with the County. Removal shall occur during regular business hours unless specifically agreed to by the County. The Sculpture will be removed from the exhibition location under the supervision of County staff. Artist will remove the Sculpture from the existing concrete pad construction on the pick-up date. Artist is responsible for all shipping costs associate with removal of the Sculpture.
- **9. County Discretion**. County retains sole and complete discretion regarding County's exercise of rights granted under this Agreement. County reserves the right to move the Sculpture at any time, to any location, on the Administration Center lawn, or other County property, or to remove the Sculpture at any time from the exhibition. Except during an emergency related to public safety or the safety of the Sculpture, the County will contact the Artist prior to moving the Sculpture.
- **10. Insurance**. County will insure the Sculpture up to its stated value or fifty thousand and 00/100 dollars (\$50,000.00), whichever is less, for theft or major vandalism. Artist will be responsible for any repairs needed due to fabrication defects or reasonable wear and tear of the object in a public location.
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submit the new sculpture for approval by the Arts Commission prior to removing the Sculpture. If the Artist sells the Sculpture during the term of the Agreement and has it removed prior to the end of the term of this Agreement, the Artist agrees to contribute thirty percent (30%) of the Sculpture's sale to the County's Public Art program.

- **12. Indemnification.** To the fullest extent permitted by law, Artist will defend, indemnify and hold harmless 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.
- **13. Notices**. All notices and communications pertaining to this Agreement shall be directed as follows:

County: Orange County Board of County Commissioners

Attn: Arts and Cultural Affairs 450 E. South St., Suite 345

Orlando, FL 32801

With copy to: County Administrator

P.O. Box 1393

Orlando, Florida 32802

Artist: Donald Gialanella

910 Southern Pine Court NE St. Petersburg, FL 33703

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- **15. Photographs of Sculpture.** Artist grants County the right to photograph and distribute photographs of the Sculpture for non- commercial public information purposes. Photographs may appear in media releases, County newsletters, on the Orange County website, and exhibition printed matter and/or website. Artist will provide County with digital images and printed matter.
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- 17. Waiver. A party's failure, neglect or delay to enforce the provisions, rights or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or any party of this Agreement or prejudice such party's right to take subsequent action.
- **18. 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 or 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:

and the second second	OBANCE COUNTY ELOPIDA
	ORANGE COUNTY, FLORIDA
	By: Board of County Commissioners
	By: Pryund. Buroky
	Jerry L. Demings Orange County Mayor
	Date: SEP 0 1 2020
ATTEST: Phil Diamond, CPA, County as Clerk of the Board of County Comments.  By:	TOTAL CONTRACTOR
Deputy Clerk Katle Smith	THE COUNTY FLOW
Printed Name	
	ARTIST:
	Donald Gialanella
	By: Donald Gialanella
	Date: 7 29 20
	·

## **EXHIBIT "A"**

## 2020 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN ORANGE COUNTY AND DONALD GIALANELLA

# ARTWORK TITLE: "Gaia" DATE: 2018 MATERIALS: Stainless Steel DIMENSIONS: 9' x 8' x 5.5' RETAIL PRICE: \$35,000

BCC Mtg. Date: September 1, 2020

## 2020 Sculpture on the Lawn Loan and Exhibition Agreement

This Sculpture on the Lawn 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 Stephen T. Landis, an individual ("Artist").

## WITNESSETH

WHEREAS, the Orange County Arts and Cultural Affairs Office borrows sculptures from various Artists for display on the lawn in front of the Orange County Administration Center; and

WHEREAS, Artist is the owner of the sculpture ("Sculpture") listed in Exhibit "A" to this Agreement and desires to loan the Sculpture to the County for placement on the lawn at the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida ("Administration Center"); and

**WHEREAS**, the County and Artist desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

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

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County: Orange County Board of County Commissioners

Attn: Arts and Cultural Affairs 450 E. South St., Suite 345

Orlando, FL 32801

With copy to: County Administrator

P.O. Box 1393

Orlando, Florida 32802

Artist: Stephen T. Landis

2205 W. 8th St.

Loveland, CO 80537

- 14. Change of Address. It is the sole responsibility of Artist to notify County of any change of address.
- 15. Photographs of Sculpture. Artist grants County the right to photograph and distribute photographs of the Sculpture for non- commercial public information purposes. Photographs may appear in media releases, County newsletters, on the Orange County website, and exhibition printed matter and/or website. Artist will provide County with digital images and printed matter.
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- 17. Waiver. A party's failure, neglect or delay to enforce the provisions, rights or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or any party of this Agreement or prejudice such party's right to take subsequent action.
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[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: Pryunia. Bush
	Jerry L. Demings Orange County Mayor
	Date: SEP 0 1 2020
Deputy Clerk  Katie Smith  Printed Name	nty Commissioners
	ARTIST:
	Stephen T. Landis
	By: Stephen T Landis
,	Date: 7 15 20

## **EXHIBIT "A"**

## 2020 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN ORANGE COUNTY AND STEPHEN T. LANDIS

ARTWORK	
TITLE: Got Juice	?
DATE: 2020	
MATERIALS:	Concrete, Steel, and Fiberglass
DIMENSIONS:	9' x 5' x 5'
RETAIL PRICE:	\$45,000

BCC Mtg. Date: September 1, 2020

## 2020 Sculpture on the Lawn Loan and Exhibition Agreement

This Sculpture on the Lawn 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 Egor Zigura and Nikita Zigura, individuals ("Artists").

### WITNESSETH

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Orange County Board of County Commissioners

Attn: Arts and Cultural Affairs 450 E. South St., Suite 345

Orlando, FL 32801

With copy to:

County Administrator

P.O. Box 1393

Orlando, Florida 32802

Artists:

Egor and Nikita Zigura Saksaganskogo 30 B

Ukraine 01033

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[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: Runn, Burk
	Jerry L. Demings Orange County Mayor
	Date:SEP 0 1 2020
ATTEST: Phil Diamond, CPA, as Clerk of the Board of Country Spirit Spiri	
	ARTISTS:
	Egor and Nikita Zigura
	By: Egor Zigura  By: Nikita Zigura
	Date: 7 /20/20

## **EXHIBIT "A"**

## 2020 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN ORANGE COUNTY AND EGOR AND NIKITA ZIGURA

# ARTWORK TITLE: "Unity" DATE: 2020 MATERIALS: Stainless Steel, welding DIMENSIONS: 90.5" x 78.7" x 19.7" RETAIL PRICE: \$25,000