


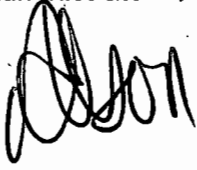


Interoffice Memorandum

January 24, 2019

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

THRU: Randy Singh, Deputy County Administrator 

CONTACT: Terry Olson, Administrator
Arts and Cultural Affairs Office 

SUBJECT: February 12, 2019 – Consent Agenda Item
Approval of Art in the Chambers Loan and Exhibition Agreement
between Orange County and Greater Orlando Aviation Authority

Three times a year, our office borrows art from various institutions and art owners for the Art in the Chambers exhibitions 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.

Selections from the permanent collection of the Greater Orlando Aviation Authority will be on loan for exhibition in the Board's Chambers from February 15 through June 28, 2019.

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 Greater Orlando Aviation Authority for the period of February 15 through June 28, 2019.

TO/ls

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

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 the **Greater Orlando Aviation Authority**, an agency of the State of Florida ("GOAA") (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, GOAA 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.** GOAA, 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 February 15, 2019 and terminate June 28, 2019.
- 3. Loan Fee.** County agrees to pay Artist a loan fee in the amount of \$500.00.
- 4. GOAA's Warranties and Representations.** GOAA 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. GOAA 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.** GOAA 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. GOAA 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 GOAA'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, GOAA 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, GOAA 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. GOAA 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.

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: *Bryan W. Brooks*

M Jerry L. Demings
Orange County Mayor

Date: *12 February 2019*

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

By: *Craig A. Stopyta*

for Deputy Clerk

Craig A. Stopyta

Printed Name

GOAA:

Greater Orlando Aviation Authority

By: *Carolyn Fennell*

Carolyn Fennell
Senior Director of Public Affairs

Date: *1 | 31 | 19*

ATTACHMENT A

List of works to be loaned by GOAA (Title, artist, medium, dimensions, value):

1. "Lily, Chinese Vase," Anna Chen, watercolor, 32" x40", \$1000.00
2. "Cut River" Will Lurcott, pastel 36" x 46", \$3000.00
3. "Bromeliad," Betty Neubauer, watercolor, 36 " x 48 in" , \$1000.00
4. "View from Within," Paul Goodnight monochrome phototransfer on Mylar, 24" x 59 " , \$ 7350.00
5. "Tuskagee Airmen," Arthur L. Dawson, gouache painting in colors on paper, 13" x.20", \$8600.00
6. "Coastalchord," Syd Solomon, oil and acrylic painting in colors on canvas, 50" x 76", \$68000.00
7. "Somewhere in Florida," Steve Vaughn, photograph, 53" x 41", \$1000.00
8. "Florida Hammock," Fran Hancock, oil canvas, 56" x 46", \$1500.00
9. "Orlando Springs," Margaret Tolbert, mixed media, 60.5 x 42.5", \$5000.00
10. "Ripples," Barbara Sorenson, collage, 18" x 18", \$3000.00
11. "Columbus Reaching America," Edson Campos, Color Airbrush on Paper, 32 in X 24 in, \$12,000.00

Total Value \$111,450.00