



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: November 29, 2016

November 16, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Terry Olson, Director
Arts & Cultural Affairs
407-836-5546

SUBJECT: Approval and Execution of Art Donation Agreement with United Arts of Central Florida for "Winged Runner" Sculpture
Consent Agenda Item – Nov. 29, 2016

On October 23, 2016, United Arts of Central Florida, Inc., signed an Art Donation Agreement giving the sculpture known as "Winged Runner" to Orange County, Florida.

The County agrees to be responsible for the ongoing maintenance and repair of the sculpture, and retains the right to relocate or permanently remove the sculpture from the public display for any reason, at the County's sole discretion.

**ACTION REQUESTED: Approval and execution of Art Donation Agreement
"Winged Runner" Sculpture by and between United Arts of
Central Florida, Inc. and Orange County, Florida.**

Cc: Ajit Lalchandani, County Administrator
Eric Gassman, Deputy County Administrator

BCC Mtg. Date: November 29, 2016

ART DONATION AGREEMENT

"Winged Runner" Sculpture

This **ART DONATION AGREEMENT** ("Agreement") is made by and between United Arts of Central Florida, Inc., a Florida not for profit corporation ("UACF"), and Orange County, Florida, a charter county and political subdivision of the State of Florida ("County").

WHEREAS, on September 10, 2004, Sea World of Florida, Inc. donated a sculpture known as the "Winged Runner" ("the Sculpture") to UACF with the intent that it be displayed in front of the Orange County Administration Building; and

WHEREAS, on October 25, 2005, UACF and the County entered into an Agreement related to Loan of Art ("Loan Agreement"), under which UACF loaned the Sculpture to the County for a period of 99 years for display in front of the Orange County Administration Building; and

WHEREAS, the County has displayed and maintained the Sculpture as public art consistent with the terms and conditions of the Loan Agreement, and

WHEREAS, UACF desires to terminate the Loan Agreement and to donate the Sculpture to the County for the ongoing enjoyment of the public.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

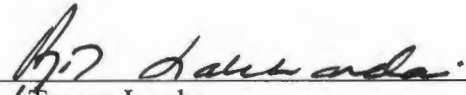
1. **Donation of the Sculpture to the County.** UACF hereby conveys the Sculpture and its legal title, by irrevocable donation, to the County. The County hereby accepts the donation of the Sculpture, as is, and agrees to be responsible for the ongoing maintenance and repair of the Sculpture. UACF intends by this donation to give, convey, grant, transfer and relinquish all legal claim of right to title, custody or control of the Sculpture. The County retains the right to relocate or permanently remove the Sculpture from public display for any reason, in the sole discretion of the County, including, but not limited to: hazards to public health, safety or welfare; unsightly or deteriorated condition of the Sculpture; or the need to access, repair and maintain public facilities, as well as for any other reasonable determined to exist by the County.
2. **Termination of Loan Agreement.** Upon the Effective Date of this Agreement, as defined herein, the Loan Agreement shall immediately terminate and shall have no further force or effect.
3. **Governing Law; Venue.** This Agreement shall be governed by and construed pursuant to the laws of the State of Florida and the parties agree that venue with respect to any dispute or litigation shall be in Orange County, Florida.
4. **Entire Agreement.** This Agreement contains the entire understanding among the parties. All prior negotiations have been merged into this Agreement and there are no understandings, representations, or agreements, oral or written, express or implied, other

than those set forth herein. This Agreement shall not be modified or amended except by an agreement in writing signed by the parties and being of equal dignity herewith.

5. **Effective Date.** This Agreement shall become effective upon approval of the Orange County Board of County Commissioners and the full execution by both parties hereto ("Effective Date").

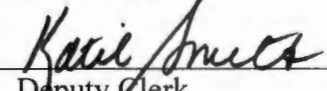
IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: 
Teresa Jacobs,
Orange County Mayor

Date: 11.29.16

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: 
Deputy Clerk



UNITED ARTS OF CENTRAL FLORIDA, INC.

By: 
Flora Maria Garcia,
President & CEO

Date: 10.23.16