

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying, pursuant to sections 2-9 and 2-10 of the Code, a temporary Loan Agreement between Miami-Dade County and Florida International University Patricia & Phillip Frost Museum of Art for the loan of artwork from the Permanent Art Collection of Miami-Dade Public Library System to the museum for the museum's exhibition "Place and Purpose: Art Transformation in Coconut Grove, 1963 – 1989"; authorizing the County Mayor to exercise all rights contained therein; authorizing the County Mayor to enter into future loan agreements for artwork from the Miami-Dade Public Library System's Permanent Art Collection

Resolution No. R-564-21

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: June 2, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Ratifying the Agreement for the Temporary Loan of Artwork from the Miami-Dade Public Library System's Permanent Collection to the Florida International University Patricia & Phillip Frost Art Museum

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify, pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, a Loan Agreement (Agreement) between Miami-Dade County (County) and Florida International University Patricia & Phillip Frost Art Museum (Museum) for the temporary loan of four pieces of artwork from the Permanent Art Collection of the Miami-Dade Public Library System (MDPLS) for the Museum's exhibition, *Place and Purpose: Art Transformation in Coconut Grove, 1963-1989*. The term of the agreement, loan period, is May 30 to September 26, 2021. The agreement was executed on February 2, 2021, to provide the Museum with confirmation that the items will be in their exhibition.

Scope

The Museum is located at 10975 SW 17th Street, Miami, FL 33199, in County Commission District 11, which is represented by Commissioner Joe A. Martinez. MDPLS' art collection is exhibited in its libraries countywide.

Fiscal Impact/Funding Source

There is no fiscal impact to either the County or the Library District. The Museum agrees to pay to insure and transport the artwork.

Track Record/Monitor

Oscar Fuentes, MDPLS' Library Exhibition and Programming Specialist, will be responsible for monitoring the agreement.

Delegated Authority

Upon approval of this item, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the Agreement. This item also authorizes the County Mayor or the County Mayor's designee to enter into future loan agreements for artwork from MDPLS' Permanent Art Collection, subject to legal approval by the County Attorney's Office.

Background

The Miami-Dade Public Library System maintains a permanent collection of over 6,000 works of art with a focus on African American, Latino, and Miami artists. This special

collection includes works on paper, photographs, paintings, artists' books, multiples and small sculptures. The Permanent Art Collection is a reference resource that reflects Miami's cultural composition and chronicles its artistic and social history.

Many works relate to language, libraries and literary themes. The over 2,000 artists represented in the collection include: Purvis Young, Edward Ruscha, Gleason Waite Romer, Kabuya Pamela Bowens, Carl Van Vechten, Lynn Golub Gelfman, Emilio Sanchez, Elizabeth Catlett, Jacob Lawrence, Agustín Fernandez, Gary L. Moore, Christian Marclay, and Fernando Garcia. Each branch of the library exhibits artwork from the MDPLS' Permanent Collection. By loaning artwork for display and exhibitions, the County serves the public by increasing public access to the collection. Including MDPLS' artwork in exhibitions increases the visibility of the artwork, recognizes the cultural value of the collection, and improves awareness of MDPLS.

The loaned artwork will be included in the Museum's exhibition, *Place and Purpose: Art Transformation in Coconut Grove, 1963-1989*. The exhibition is a reflection of Coconut Grove's visual arts community from 1963-89 and examines the purpose of place by exploring themes and lessons that resonate with Miami's visual arts scene today. The exhibition dates are June 5 to September 19, 2021 and the loan period is May 30 to September 26, 2021.

One of the largest academic art museums in South Florida, the Museum provides the community with free access to world-class art that spans cultures and time periods. The Museum's permanent collection includes over 6,000 objects with a strong representation of American printmaking from the 1960s and 1970s, photography, pre-Columbian objects dating from 200-500 AD, and a growing number of works by contemporary artists, especially from Latin American and Caribbean countries.

The Museum serves as a core component of Florida International University, the fourth largest university in the nation and the largest public university in South Florida. With more than 54,000 students and over 200,000 alumni, FIU is committed to learning, research, entrepreneurship, innovation, and creativity. In its role as the university's main on-campus resource center for the exhibition of the visual arts, the museum provides students the opportunity to study their discipline and enhance their collegiate experience in an engaging setting.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
6-2-21

RESOLUTION NO. _____ R-564-21

RESOLUTION RATIFYING, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, A TEMPORARY LOAN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA INTERNATIONAL UNIVERSITY PATRICIA & PHILLIP FROST MUSEUM OF ART FOR THE LOAN OF ARTWORK FROM THE PERMANENT ART COLLECTION OF MIAMI-DADE PUBLIC LIBRARY SYSTEM TO THE MUSEUM FOR THE MUSEUM'S EXHIBITION "PLACE AND PURPOSE: ART TRANSFORMATION IN COCONUT GROVE, 1963 – 1989"; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO FUTURE LOAN AGREEMENTS FOR ARTWORK FROM THE MIAMI-DADE PUBLIC LIBRARY SYSTEM'S PERMANENT ART COLLECTION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Ratifies, pursuant to sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida, the Temporary Loan Agreement attached hereto as Exhibit A, between Miami-Dade County and the Florida International University Patricia & Phillip Frost Museum of Art, for the loan of artwork from the Permanent Art Collection of the Miami-Dade Public Library to the Museum for the Museum's exhibition "Place and Purpose: Art Transformation in Coconut Grove, 1963-1989."

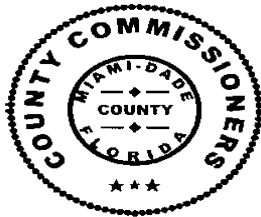
Section 2. Authorizes the County Mayor or County Mayor’s designee to exercise all rights contained therein of the Temporary Loan Agreement.

Section 3. Authorizes the County Mayor or County Mayor’s designee to enter into future loan agreements for artwork from the Miami-Dade Public Library System’s Permanent Art Collection, subject to approval for form and legal sufficiency by the County Attorney’s Office.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of June, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "mjs", is written over a horizontal line.

Melanie J. Spencer

**LOAN AGREEMENT**Loan agreement between the Miami-Dade Public Library System (*Lender*) and

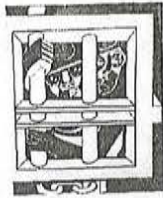
BORROWER ADDRESS	Patricia & Phillip Frost Art Museum - FIU 10975 SW 17 Street Miami, FL 33199
CREDIT	<u>From the Permanent Art Collection of the Miami-Dade Public Library System</u> (exact wording of lender's name for catalogue, exhibition labels and publicity)
EXHIBITION TITLE	<i>Place and Purpose: Art Transformation in Coconut Grove, 1963 to 1989</i>
EXHIBITION DATES AND LOCATIONS	Patricia & Phillip Frost Art Museum FIU 10975 SW 17th Street Miami, FL 33199
EXHIBIT DATES	June 5 to September 19, 2021
LOAN PERIOD	May 30 to September 26, 2021
LENDER'S CONTACT INFORMATION	Oscar Fuentes, Library Exhibition and Programming Specialist 101 West Flagler Street Miami, FL 33130 Phone: 305-375-5599 Email: Fuentes@mdpls.org

OBJECTS REQUESTED

Object Name/Title: Spirit House Rising
Maker/Designer: Artist: Dinizulu Gene Tinnie
Medium: Graphite on paper
Object Date: 2001
Dimensions: 9 x 11 inches
Lender Object Number: PC# 04-52 **Object Barcode:** 39081056736254
Insured Value: \$3,500.00
Venue(s) approved: Patricia & Phillip Frost Art Museum FIU



Object Name/Title: Untitled
Maker/Designer: Artist: Dinizulu Gene Tinnie
Medium: Woodcut, Artist Proof
Object Date: 1976
Dimensions: 15 ½ x 5 ¾ inches
Lender Object Number: PC# 80-103 **Object Barcode:** 39081098378321
Insured Value: \$3,000.00
Venue(s) approved: Patricia & Phillip Frost Art Museum FIU



Object Name/Title: Pitts and Lee
Maker/Designer: Artist: Roland Woods Jr.
Medium: Print, Artist Proof #4
Object Date: 1976
Dimensions: 16 x 13 inches
Lender Object Number: PC# 77-111 **Object Barcode:** 39081056736700
Insured Value: \$1,000.00
Venue(s) approved: Patricia & Phillip Frost Art Museum FIU



Object Name/Title: Catalog: Thirteenth Annual Black History Month
Maker/Designer: Cover artist: Dinizulu Gene Tinnie
Medium: Ink on paper
Object Date: 1983
Dimensions: 7 x 8 ½ inches
Lender Object Number: VP2000.01
Insured Value: \$500.00
Venue(s) approved: Patricia & Phillip Frost Art Museum FIU

LENDER'S INSTRUCTIONS

Please list special instructions for environmental restrictions, packing, transport and/or installation below.

If the Lender does not stipulate specific environmental restrictions (including but not exclusively temperature, humidity, light levels and case use and surroundings), the restrictions will be established at the discretion of the borrower's conservators.

- All items will need to be shipped and handled by a fine art shipping company with the following qualifications:
 - 10+ years of experience,
 - Clientele to include museums, artists, private and corporate collectors, art dealers, galleries, foundations, and others within the art industry.
- An outgoing condition report will be completed for each item by the MDPLS Library Exhibitions and Programming Specialist and an incoming condition report will be completed by the borrower's conservators upon the return of the loaned artwork. Each condition report will note on the reports any breaks, scratches, abrasions, paint losses or other insecurities or defects in the artwork. Blank condition reports will be provided by MDPLS. The condition reports will be reviewed by the MDPLS Library Exhibitions and Programming Specialist and the borrower's conservators and be mutually agreed upon and accepted by both parties.
- The borrower will at their own expense provide for the shipping and insurance of these works.
- All actions will be performed in accordance to the Code of Ethics and Guidelines for Practice of the American Institute for Conservation (AIC). Written and photographic documentation will be provided to the lender.

INSURANCE

please see conditions attached

Total value for loan (estimated fair market value in U.S. Currency): **\$8,000.00**
(please note individual object values above)

The borrower will insure each object on the lenders list for the value of each object and the value of the total loan.

TERMS AND CONDITIONS FOR LOANS

I. Insurance

a) Borrower will insure the work wall-to-wall under its fine-arts policy for the amount (which reflects fair market value) specified by Lender in this agreement against all risk of physical loss or damage from any external cause while in transit and on location during the period of the loan, provided, however, that if the work shall have been industrially fabricated and can be replaced to the artist's /manufacturers specifications, the amount of the insurance shall be limited to the cost of such replacement.

b) Borrower's fine-arts policy may contain exclusions for loss or damage due to war, invasion, hostilities, rebellion, insurrection, risks of contraband or illegal transportation and/or trade, nuclear damage.

c) It is the responsibility of Lender to send written notifications to Borrower of any changes in current insurance valuations.

d) If Lender fails to indicate an amount, the Borrower will set a value for purposes of insurance for the period of the loan. That value shall not be construed to be an appraisal of the work by the Borrower.

e) The Borrower will provide a certificate of insurance listing Miami-Dade County as an additional insured to cover all items while on loan during transit to and from exhibition venue and during the loan period.

II. Damage, Loss, Theft

Borrower agrees that it is responsible for any damage or theft that may occur while objects are in its possession. Borrower releases Lender, participating Institutions, Trustees, officers, agents and employees of Lender and of each of the participating Institutions from liability for any and all claims arising out of such loss or damage Lender agrees to accept remuneration in U.S. Currency.

III. Shipping/Packing/Transportation

The method of packing and shipping must be agreed upon in advance by both Lender and Borrower. Government regulations will be adhered to in international shipments. Unless otherwise agreed to by both parties, the Borrower is responsible for adhering to country's import/export requirements.

IV. Credit and Reproduction

Unless otherwise agreed in writing, Loaned Object(s) can be photographed and/or reproduced. The borrower will properly credit these works as being a part of the collection of MDPLS and will use the MDPLS logo in any marketing materials where the works appear, including but not limited to, printed and digital material and marketing websites. Moreover, the wall labels for these works will properly credit the MDPLS. The borrower will thoroughly document the exhibition and share the materials with MDPLS.

V. Care and Preservation

a) The Borrower will give objects borrowed the same care that it does to comparable property of its own. It is understood by Lender and Borrower that all tangible Loaned Object(s) are subject to inherent deterioration for which Borrower is not responsible.

b) Lender hereby authorizes the borrower to fix secure hanging devices to Lender's frame on loan. Lender understands that the borrower will use the same standard of care in a secured installation of artwork as it uses for its own collection objects.

VI. Condition Report/Receipt of Delivery

Lender certifies that the Loaned Object(s) are in such condition as to withstand ordinary strains of packing, transportation and handling. A written report of condition of Loaned Object(s) prior to shipment must be sent by the Lender to the Borrower. Otherwise, it will be assumed that Loan Object(s) are received in the same condition as when leaving Lender's possession and an incoming condition report will be made by the Borrower at the time of arrival. Condition records, which may include photographs, will be reviewed, and updated at additional loan venue(s) on arrival and departure. When the Loaned Object(s) is returned, Lender will send Borrower a receipt of delivery. Borrower is responsible for any damage not reported on the final return condition report.

VII. Change in Ownership and/or Address

a) In case of change in legal ownership during the period of the loan, the new owners shall give Borrower legal proof, satisfactory to the Borrower, as soon as possible.

b) If the Loaned Object(s) is to be returned to any address other than that from which it was collected, Borrower may require the Lender to pay any additional costs necessitated by such change. Borrower assumes no responsibility to search for Lender (or owner) that cannot be reached at the address-of-record.

VIII. Return/Extension/Cancellation

a) Unless Borrower is otherwise notified in writing 45 days prior to the close of the loan period, the Loaned Object(s) will be released only to the Lender and/or Lender's Authorized Agents. If Borrower's efforts to contact Lender, within 60 days following the expiration of the loan, are unsuccessful, and no special arrangements have been made for the return of the loan, Loaned Object(s) will be placed in storage at Lender's risk and expense.

b) Borrower's right to return the work shall accrue absolutely at the termination of the loan. If the Borrower, after making reasonable efforts and through no fault of its own, shall be unable to return the work within 60 days after such termination, then Borrower shall have the absolute right to place the work in storage, to charge regular storage fees and the cost of insurance.

IX. Conflicts

In the event of any conflict between this agreement and any agreements of Lender, the terms of this agreement shall be controlling. This agreement will be construed in accordance with the Federal law and the laws of the state of Florida.

X. Public Records and Contracts for Services Performed on Behalf of a Public Agency.

The Borrower shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Operator upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 755-7824, DCL@MIAMIDADE.GOV, 275 NW 2nd STREET, MIAMI, FLORIDA 33128.

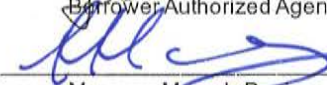
XI. Signature

The document and any attached Appendix have been reviewed and signed by authorized parties. The Borrower acknowledges that Borrower has full power to execute this agreement that Borrower has read the conditions and that Borrower agrees to abide by those conditions. If this agreement is signed by an agent of the Borrower, evidence of the agent's authority must be submitted to the Library Exhibition and Programming Specialist.

AGREED TO & ACCEPTED

The borrower acknowledges that he/she has full power to execute this agreement, that he/she has read the conditions attached, and he/she agrees to abide by those conditions. If this agreement is signed by an agent of the borrower and not by the borrower, evidence of the agent's authority must be submitted to the Library Exhibition and Programming Specialist.

SIGNED:  DATE: 1/27/2021
Borrower Authorized Agent Signature (Print Name and Title)

SIGNED:  DATE: 2/2/2021
Mayor or Mayor's Designee, Miami-Dade County
MORRIS COPELAND
CHIEF COMMUNITY SERVICES OFFICER

PLEASE RETURN ALL COPIES OF THIS AGREEMENT. A SIGNED COPY WILL BE SENT TO YOU FOR YOUR FILES.