



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

#Item 8.f

CONSENT RESOLUTION

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Sharon P. Ragoonan, Village Manager

DATE: February 8, 2017

TITLE: Approval of Resolution 2017-08 for Execution of the 2017 Inside|Out
Installation Agreement with the Jose M. Perez Art Museum of Miami-
Dade County, Inc. (PAMM)

Recommendation

It is recommended the Mayor and Village Commission approve Resolution 2017-08 to execute the 2017 Inside|Out Installation Agreement with the Jose M. Pérez Art Museum of Miami-Dade County, Inc. (PAMM).

Background

On December 27th, 2016, the Village of Biscayne Park was selected for the PAMM Inside|Out for Spring 2017. Biscayne Park was selected from 17 applications along with Opa-Locka, Overtown, Little Haiti, Surfside, and North Miami Beach. PAMM will install 10 high resolution replicas from the museum throughout the community from February through April 2017. The artists are local and international with a strong base from the Caribbean and Latin America.

On January 19th, 2017, the Public Art Advisory Board members, residents, and the executive director of the Miami Shores Chamber of Commerce met with PAMM representatives and identified locations for the pieces of work:

1. Village Hall: Right (north) of east entrance off sidewalk in grassy area.
2. Log Cabin: Left (south) of east entrance off pathway in mulched space.
3. Recreation Center:
 - a. Left (south) of east entrance pathway under light pole.
 - b. In palm patch just north of basketball courts, facing the street.
4. 7th Avenue "pocket park" at 120th Street.
5. Southwest corner of 11th Place and 119th Street, on public right-of-way in front of large oak at abandoned property.

6. Butterfly Garden on 10th Avenue: just off center in opening pathway.
7. Griffing Boulevard at north end (specific location to be determined).
8. Pocket park at 8th Court and 111th Street, north side in grassy area opposite light pole.
9. Pocket park at 9th Avenue and 118th Street on east side in grassy area.

The involvement of other stakeholders in the project reinforces cross-collaboration amongst the various committees, encourages interaction and involvement of participants from a broader audience in the Village, and stimulates the promotion of the program.

The agreement, attached as Exhibit 2, is required to proceed with the project, and enable the Public Art Advisory Board to work alongside PAMM members to plot the locations for the art installations and start promotional efforts.

Resource Impact

This is no fiscal impact associated with this initiative.

Attachment

Exhibit 1 – Resolution 2017-08

Exhibit 2 - Installation Agreement with the Jose M. Pérez Art Museum of Miami-Dade County, Inc. (PAMM).

Prepared by: Sharon P. Ragoonan, Village Manager

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PASSED AND ADOPTED this _____ day of _____, 2017.

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

Tracy Truppman, Mayor

Mayor Truppman: ____
Vice Mayor Coviello: ____
Commissioner Johnson-Sardella: ____
Commissioner Ross: ____
Commissioner Tudor: ____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

**2017 INSIDE|OUT INSTALLATION AGREEMENT BETWEEN
JORGE M. PÉREZ ART MUSEUM OF MIAMI-DADE COUNTY, INC. AND
VILLAGE OF BISCAYNE PARK, FLORIDA**

This agreement (“Agreement”) is made as of January 17, 2017 between **JORGE M. PÉREZ ART MUSEUM OF MIAMI-DADE COUNTY, INC., d/b/a/ Pérez Art Museum Miami**, a Florida not-for-profit corporation, of 1103 Biscayne Boulevard, Miami, Florida 33132 (“**PAMM**” or “**the Museum**”) and the Village of Biscayne Park, Florida (“**Biscayne Park**” or “**the Village**”). (PAMM and Biscayne Park are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”).

WHEREAS, PAMM is a contemporary art museum which collects and exhibits progressive visual arts of our time, and offers exhibition, education, and social programs uniquely attuned to the needs and concerns of its diverse beneficiaries; and

WHEREAS, through funding from the Knight Foundation, PAMM is participating in Inside|Out, a project which engages communities with art by taking high quality reproductions of artworks of PAMM’s choosing from PAMM’s collection, to the streets and parks of Miami-Dade County, and installing them in largely public but unexpected places over the course of approximately 10 months ending in or before September 2017, at no cost to the communities (the “Project”); and

WHEREAS, PAMM represents that it has all authority, right, title or interest in the Artworks such that exhibition of the Artwork as provided by the Agreement shall not subject the Village to any liability or claim; and

WHEREAS, six cities in South Florida have been identified as sites for PAMM’s installation of the Inside|Out Reproductions of Artworks (“the Artworks”), including the Village of Biscayne Park; and

WHEREAS, each of the six cities/communities will have approximately 10-20 artworks on display at a time, with the location and the artworks changing approximately every three months during the course of the Project.

WHEREAS, The specific locations and specific Artworks will be agreed upon by the Parties and documented in a separate writing, which will be appended to this Installation Agreement as Exhibit A. In addition to the Artworks which will be on Village property, there may be additional installation sites within the Village which will be on private property, and if so, such sites will be the subject of separate agreement(s) with the owners of such site(s).

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

I. Recitals. The Recitals above are true and correct and form an integral part of this Agreement and are incorporated herein by reference.

II. The Conditions of Installation.

- a) A full-sized, framed reproduction of a work from PAMM's permanent collection will be produced at the museum's expense, using materials that are weatherproof and lightfast. Installation onto buildings will be performed by a licensed and insured sign contractor at the museum's expense and performed in a workmanlike and competent manner. Installation onto free-standing sign posts will be by PAMM staff, after contacting 811: "Call Before You Dig" to avoid interfering with below-ground utilities and infrastructure. All installations on the Village's rights-of-way, buildings or facilities shall be inspected for compliance with all applicable building and safety codes, including, but not limited to traffic and site triangle requirements, by pertinent Village staff.
- b) Installations by the sign contractor onto buildings will require anchoring the reproduction substrate with appropriate hardware. De-installation will also be performed by the same contractor, and includes remediation of mounting holes with materials specified by the site owner in this Agreement. The de-installed reproduction will remain the property of PAMM. Contractor shall leave all surfaces of the rights-of-way, buildings or facilities in the same condition that existed prior to the installation and shall take all reasonable and necessary safety precautions during installation and de-installation to prevent damage or injury to persons or property. All work, materials, services and equipment reasonably inferred from this Agreement as being

necessary or required to produce the intended result will be supplied by PAMM at its own cost and expense, whether or not specifically identified in this Agreement.

- c) Commercial general liability insurance during the period of exhibition, including the period of time for installation and de-installation, will be covered by PAMM underwriter Vigilant Insurance Company with limits of insurance of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) annual aggregate covering the insured against bodily injury, property damage liability and contractual liability under this Agreements. All required policies of insurance under this Agreement shall name the Village as additional insured.
- d) The Village will assign a specific point person to make weekly site visits to check the Artworks on display and to report to a designated person at PAMM any issue with their condition. Notwithstanding the Village's obligation to inspect, the Village shall not insure the Artworks against damage, destruction or loss, nor shall the Village be responsible for repair, restoration, replacement or maintenance of the Artworks or any costs associated therewith. Those point persons will be identified in Exhibit A hereto. In the event of theft or vandalism, as budget allows, PAMM will replace or remove the reproduction at the museum's expense. Replacement will require approximately fourteen days from request to reinstallation. If for any reason, in the sole discretion of the owner or the Village, the owner or municipality requests removal before the date specified in this agreement, PAMM will comply within five days, at the museum's expense. In the event of an emergency, the Village may take all reasonably necessary action to avoid any imminent risk of damage or loss to persons or property, without prior notice to or consent by PAMM.
- e) Cities and businesses involved in the project will be featured on a map on PAMM's website (PAMM.org). They will also be connected to PAMM through the museum's social media networks (where applicable). The project will receive recognition through PAMM's electronic newsletter and various printed and electronic communications. PAMM has a limited license to reproduce images of the Artworks for certain educational and other purposes, and therefore is restricted in the permission it may, in turn, provide to the Village for its use of the Artworks. Prior to the Village's

proposed publication, transmission, broadcast, distribution, use or re-use of any of the Artworks, the proposed use and copy of the reproduction shall be sent to PAMM for its review and approval, attention: Alexa Ferra, Associate Director of Marketing and Communications, at aferra@pamm.org, who will provide a written response to the Village within seven (7) business days.

- f) The duration of installation at the Village of Biscayne Park is approximately from **Mid- to Late February 2017** through **May 2017**, although individual installation/de-installation dates may vary based on owner's arrangements with PAMM's project coordinator.

g) To the maximum extent permitted by law, PAMM, for itself, and its officers, directors, employees, contractors and subcontractors, agents, representatives, successors, and assigns, hereby unequivocally waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the Village of Biscayne Park, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and from any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, claim for royalties, infringement of copyright, tradename, trademark, patent or trade secret, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, relating to, is incidental to or is in any way connected to PAMM's performance of this Agreement, including by way of illustration and not limitation, (i) any negligent installation, removal, or maintenance of artwork reproductions used in the performance of this Agreement; or (ii) any negligent act or omission by PAMM; or (iii) any failure of PAMM to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement; or (iv) any unauthorized use, display or reproduction of the artwork, infringement of copyrights, trademarks, tradenames, trade secrets, patents or failure to pay any fees or royalties caused by PAMM. PAMM shall not be responsible for Claims, as collectively defined in this section g, caused by the negligent acts or omissions of the Released Parties. This indemnification shall survive the termination of this Agreement.

III. Governing Law; Jurisdiction; Venue; Succession. This Agreement and any issues relating to it or its subject matter, shall be governed by, and construed in accordance with, the substantive laws of the State of Florida without regard to choice of law rules, or conflict or law principles of Florida. The Parties hereby irrevocably agree that jurisdiction and venue to adjudicate any case or controversy involving this Agreement, brought by any person, entity, or official having standing, shall solely and exclusively be in the Circuit Court of the 11th Judicial Circuit, in and for Miami-Dade County, Florida, and waive any objection to personal jurisdiction, improper venue, or *forum non conveniens*. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors, personal representatives, heirs and permitted assigns.

IV. Construction. The Parties agree that this Agreement shall be construed as if both Parties prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any Party on the basis that it was prepared or drafted by that Party.

V. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. This Agreement may be modified only by written instrument signed by each of the Parties hereto. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, it shall be severed and the Agreement shall be deemed modified to the extent necessary in order to conform to the applicable law. The remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.

VI. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but together shall constitute one instrument.

VII. Notice. All notices or other communication required by this Agreement shall be in writing and delivered via hand-delivery, overnight mail service with tracking (such as FedEx), or certified mail addressed to the other party

at the address indicated herein or as the same may change from time to time. Such notice shall be deemed given on the day on which it was delivered.

At to City:

Sharon P. Ragoonan, Village Manager
640 NE 114th Street, Biscayne Park, FL 33161

As to PAMM:

M. Thérèse Vento, Esq., PAMM General Counsel
1103 Biscayne Boulevard, Miami, FL 33132

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written, which is the date of the last signature of this Agreement.

Jorge M. Pérez Art Museum of Miami-Dade County, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Village of Biscayne Park, Florida

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Points of contact for the Project, all artwork reproductions to be installed in the Village of Biscayne Park, and their locations

A. Points of Contact for this Project:

Village of Biscayne Park (Name, Title, Email Address, Office Phone, Cell Phone):

Designated Weekly Inspection Point Person and contact information: _____

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PAMM: (Name, Title, Email Address, Office Phone, Cell Phone):

Anita Braham, Manager of Adult Programs and Community Partnerships, abraham@pamm.org, 786-345-5677, 954-551-1465

Designated PAMM Point Person for receipt of weekly inspection reports by Village:

(Name, Title, Email Address, Office Phone, Cell Phone):

Amanda Bradley, Inside Out Coordinator, abradley@pamm.org, 786-345-5686, 786-417-4700

B. Host Sites within Village

Host Site #1: _____

Site Address: _____

Site Telephone: _____ **Owner/Contact Telephone:** _____

Site E-mail Address: _____

Owner/Contact E-mail: _____

Zoning/Permits Required: Y or N ; If yes, please attach copy

PAMM's Requested Installation Date: _____

PAMM's Requested De-installation Date: _____

TO BE FILLED OUT BY PAMM FOR EACH ARTWORK REPRODUCTION:

Title of Reproduction _____

Artist: _____

Attach artwork thumbnail image

Dimensions: _____

Building Material: _____

Special Mounting & Remediation Instructions: _____

Will fill holes upon removal Y or N

Date: _____

Host Site #2: _____

Site Address: _____

Site Telephone: _____ **Owner/Contact Telephone:** _____

Site E-mail Address: _____

Owner/Contact E-mail: _____

Zoning/Permits Required: Y or N; If yes, please attach copy

PAMM's Requested Installation Date: _____

PAMM's Requested De-installation Date: _____

TO BE FILLED OUT BY PAMM FOR EACH ARTWORK REPRODUCTION:

Title of Reproduction _____

Artist: _____

Attach artwork thumbnail image

Dimensions: _____

Building Material: _____

Special Mounting & Remediation Instructions: _____

Will fill holes upon removal Y or N

Date: _____

Host Site #3: _____

Site Address: _____

Site Telephone: _____ **Owner/Contact Telephone:** _____

Site E-mail Address: _____

Owner/Contact E-mail: _____

Zoning/Permits Required: Y or N; If yes, please attach copy

PAMM's Requested Installation Date: _____

PAMM's Requested De-installation Date: _____

**TO BE FILLED OUT BY PAMM FOR EACH ARTWORK REPRODUCTION TO BE
INSTALLED:**

Title of Reproduction _____

Artist: _____

Attach artwork thumbnail image

Dimensions: _____

Building Material: _____

Special Mounting & Remediation Instructions: _____

Will fill holes upon removal Y or N

Date: _____