

7-11-17
WALK-ON
MOTION



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#17-0893

TO: Honorable Mayor & Members of
the Fort Lauderdale City
Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager *L.R. Feldman*

DATE: July 11, 2017

TITLE: **WALK ON** – Motion Approving the Loan Agreement with the Fort
Lauderdale Historical Society Inc. Authorizing the Loan of City-owned
Archeological Artifacts

Recommendation

It is recommended the City Commission approve the Loan Agreement with the Fort Lauderdale Historical Society (FLHS) authorizing the loan of City-owned archeological artifacts for a period of five years with successive, automatic one year extensions.

Background

Archeological artifacts were collected at two sites through two separate purchase orders where the City procured archeological monitoring services from Archaeological and Historical Conservancy, Inc. The first purchase order (PP110670) was in relation ground disturbing work associated with the replacement of a wall and ADA improvements within Fort Lauderdale Beach Park. The second purchase order (RQ1408411) was in relation to ground disturbing work associated with improvements occurring at Lewis Landing Park.

Within both sites, over a hundred historically significant artifacts were catalogued and listed on field specimen logs that are detailed within "Exhibit A" of the Long Term Loan Agreement. In addition to the above purchase orders, a third purchase order (PP1106670) procured Archaeological and Historical Conservancy, Inc. to develop a "Traveling Historical Exhibit" pertaining to these artifacts.

The Loan Agreement allows for FLHS to take possession of these archeological artifacts for the purpose of exhibition and supplementing the collection of their museum, as well as the ability to utilize photographs of the artifacts within their exhibit, on their website, and within their social media outlets. As part of the loan agreement, FLHS agrees to handle, package, and ship or transport the Collection in a manner that protects it from breakage, loss, deterioration, and contamination.

LONG TERM LOAN AGREEMENT

THIS AGREEMENT dated this ____ day of _____ 2017, between:

THE CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation organized and existing under the law of the State of Florida, hereinafter referred to as "CITY"

and

FORT LAUDERDALE HISTORICAL SOCIETY, INC., a Florida not-for-profit corporation, hereinafter referred to as "BORROWER"

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and BORROWER agree as follows:

The City agrees to loan to Borrower, certain artifacts, specimens and associated records listed in Attachment A (hereinafter referred to as the "Collection"), which were collected, secured and cataloged on behalf of the City by Archaeological and Historical Conservancy, Inc.

The artifacts, specimens and associated records are being loaned for the purpose of exhibition and supplementing the Collection of the Fort Lauderdale Historical Society, Inc., beginning on _____ and ending on _____.

During the term of the loan, the Borrower agrees to handle, package and ship or transport the Collection in a manner that protects it from breakage, loss, deterioration and contamination, in conformance with the regulation 36 CFR part 79 for the curation of federally-owned and administered archeological collections and the terms and conditions as follows:

1. Protection

- a. The Borrower agrees to assume full responsibility for the safety of the borrowed objects during the period of the loan and to return the objects in the same condition as received.
- b. Objects must be exhibited in an adequately guarded space and protected from handling, damage, and theft with appropriate railings, display cases, and other means.
- c. Any damage, loss, or theft must be reported immediately to the City. No cleaning, repair work, reframing, or other physical treatment will be done without permission of the City.

- d. All artifacts must remain in the possession of the Borrower until returned to the City. No artifacts should be relocated without written consent of the City.

2. Transportation and Packing

Delivery and return of the borrowed artifacts are subject to prior approval by the City. Packing and transportation costs will be billed to the Borrower.

3. Insurance

Insurance in the amount of the value determined by the City must be placed on all loans and carried in force by the Borrower from the time the artifacts are placed into the possession of the Borrower until the artifacts are returned to the City in satisfactory condition. Coverage must be approved by the City, and the Borrower will be required to show written proof of coverage.

4. Extension, Termination, or Cancellation

- a. Any extension of the loan period should be requested at least two weeks prior to the termination date of the loan.
- b. If the Borrower ceases to use the artifacts prior to the ending date of the loan, the City should be notified, and the artifacts returned as soon as possible.
- c. The City reserves the right to withdraw this loan at any time in the case of negligent handling by the Borrower.
- d. Upon termination of this agreement, the Borrower agrees to properly package and ship or transport the Collection to the City.
- e. Either party may terminate this agreement, effective not less than 14 days after receipt by the other party of written notice, without further liability to either party.

5. Photography

A loan approval does not automatically grant or confer rights to publish in any medium (including photography) the artifacts involved. Publication of photographs of loaned artifacts is prohibited unless authorized in writing by the City. This loan agreement serves as written authorization and allows for the publication of loaned artifact photographs by the Borrower for use in the following media: press releases related to the Archaeology exhibit, the museum website, and the museum's social media outlets (e.g., Facebook). Photography of loan artifacts is permitted unless prohibited in writing by the City.

6. Reproduction

Reproduction of loaned artifacts is prohibited unless authorized in writing by the City.

7. Credits and Publicity

The City will be credited for each loan in labels, catalogs, and publicity as follows:

"Courtesy of the City of Fort Lauderdale, Florida."

The City is to receive two copies of any publication or catalog for which objects have been lent.

8. Costs

All costs incident to the loan, including repairs and replacements resulting from damage, will be assumed by the Borrower. Within five (5) days of discovery, the Borrower will notify the City of instances and circumstances surrounding any loss of, deterioration and damage to, or destruction of the Collection and will, at the direction of the City, take steps to conserve damaged materials. Such repairs shall be carried out as specified and approved by the lender.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By _____
LEE R. FELDMAN, City Manager

ATTEST:

Date: _____

JEFFREY A. MODARELLI
City Clerk

(CORPORATE SEAL)

Approved as to form:

D'WAYNE M. SPENCE
Assistant City Attorney

FORT LAUDERDALE HISTORICAL SOCIETY,
INC., a Florida Not for Profit Corporation,
219 S.W. 2nd Avenue
Fort Lauderdale, Florida 33301

By: _____
KATHERINE LOCHRIE
As President and authorized agent

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by KATHERINE LOCHRIE, as President and authorized agent of the Fort Lauderdale Historical Society, Inc., a not for profit corporation of the State of Florida.

Notary Public, State of Florida

Printed Name: _____

My Commission Number:

Attachment A
Inventory of the Objects being Loaned

Attachment B
Terms and Conditions of the Loan