



DATE: December 6, 2021

TO: Jessica Vealitzek, Chair
Operations Committee

FROM: Nan Buckardt
Director of Education

RECOMMENDATION: Recommend Approval of a Resolution authorizing the District to enter into an agreement with the Chicago Metropolitan Agency for Planning for the traveling exhibition *On to 2050*.

STRATEGIC DIRECTIONS SUPPORTED: Organizational Sustainability; Communication, Education, and Outreach

FINANCIAL DATA: Startup costs to curate the traveling exhibition will be approximately \$5,000.00 and are included in the District's approved budget for 2022. The District will charge a license fee to host the exhibition, which is estimated at \$2,500.00 - \$5,000.00 per venue, and will cover the costs of shipping, exhibit design services, and printing a customizable exhibit panel. The exhibition will travel to a minimum of one venue in each county of the Chicago metropolitan area.

BACKGROUND: The District owns and operates the Bess Bower Dunn Museum of Lake County ("Dunn Museum"). In 2022, staff from the Dunn Museum will curate an original exhibition with the Chicago Metropolitan Agency for Planning ("CMAP") titled *On to 2050*. The exhibition, which will be on exhibition at the Dunn Museum from September 24 – November 13, 2022, is based on the "*On to 2050*" comprehensive regional plan for the Chicago metropolitan area that was completed by CMAP in 2018. The *On to 2050* regional plan and exhibition are organized around the principles of inclusive growth, resilience, and prioritized investment. As part of the planning process for the development of the exhibition with CMAP, there was mutual interest expressed in traveling the exhibition to venues throughout the Chicago metropolitan area after it closes at the Dunn Museum. This ongoing relationship will be mutually beneficial to both parties as it will allow CMAP to promote the *On to 2050* plan while promoting the District and Dunn Museum as curating the exhibition. The Agreement has a six-year term, with an opt-out clause after years four and five should either party wish to terminate the Agreement early.

REVIEW BY OTHERS: Chief Operations Officer, Superintendent of Educational Facilities, Director of Finance, Corporate Counsel.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN EXHIBITION AGREEMENT WITH THE CHICAGO
METROPOLITAN AGENCY FOR PLANNING**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns and operates the Bess Bower Dunn Museum of Lake County (“Dunn Museum”); and

WHEREAS, in 2022, the Dunn Museum will be curating an original exhibition titled *On to 2050* (the “Exhibition”); and

WHEREAS, the Exhibition is based on the “*On to 2050*” comprehensive regional plan for the Chicago metropolitan area that was completed by the Chicago Metropolitan Agency for Planning (“CMAP”) in 2018; and

WHEREAS, the District and CMAP desire to create a traveling version of the Exhibition that would be exhibited at other museums, galleries, libraries, universities, and other venues (each, a “Venue” and collectively, the “Venues”) throughout the Chicago metropolitan area; and

WHEREAS, it is in the District’s best interest to enter into an agreement for the traveling Exhibition with CMAP in substantially the form attached hereto (the “Exhibition Agreement”); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of Exhibition Agreement. The Exhibition Agreement is hereby approved in substantially the form attached hereto.

Section 3. Execution of the Exhibition Agreement. The Executive Director of the District, or his designee, is hereby authorized and directed to execute the Exhibition Agreement.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2021

AYES:

NAYS:

APPROVED this ____ day of _____, 2021

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Lake County Forest Preserve District
Bess Bower Dunn Museum of Lake County
Exhibition Agreement

The **Lake County Forest Preserve District**, 1899 West Winchester Road Libertyville, Illinois, 60048 (the "District") and **Chicago Metropolitan Agency for Planning**, 433 West Van Buren St. Suite 450, Chicago, Illinois, 60607 (the "Artist") enter into this Exhibition Agreement (the "Agreement") as of the 22nd day of March, 2021 ("Effective Date"), and hereby agree as follows:

1. Purpose. Artist hereby agrees to entrust the artwork listed on the Schedule of Artwork attached hereto and incorporated herein (the "Artwork") with the District to design and produce a traveling exhibition (the "Exhibition") managed by the District through the Bess Bower Dunn Museum of Lake County, which is owned and operated by the District (the "Museum"), for installation and display of the Artwork at museums, galleries, universities, and other venues (each, a "Venue" and collectively, the "Venues").
2. Term; Management of Exhibition. The term of this Agreement shall commence on the Effective Date and expire on the sixth (6th) anniversary of the Effective Date, unless (a) either party sends the other party written notice of termination at least ninety days before (1) the fourth (4th) anniversary of the Effective Date, in which case this Agreement will expire on the fourth (4th) anniversary or (2) the fifth (5th) anniversary of the Effective Date, in which case this Agreement will expire on the fifth (5th) anniversary (the "Term") or (b) otherwise earlier terminated as provided herein. Artist hereby grants to the District (a) the right to install and display the Artwork in a Venue or Venues, or allow others to do so, during the Term; (b) the irrevocable right to use, for non-commercial purposes, images of the Artwork in materials about or relating to the Exhibition of the Artwork, the Venue, the Museum, or the District (the "Promotional Material") and to allow others to do so, in all media now known or later developed and including without limitation the Internet and World Wide Web; and (c) the irrevocable right to use Artist's name, photograph, likeness, and biography in connection with the District's exercise of rights under this Agreement.
3. Delivery and Acceptance of Schedule of Artwork. Within 60 days after the Effective Date, Artist shall deliver a completed Schedule of Artwork to the Museum. Within ten (10) days after it receives the completed Schedule of Artwork, the District shall either (a) approve the Schedule of Artwork, by executing it or (b) object to the Schedule of Artwork, by sending Artist written notice of same. If the District neither executes nor objects to the Schedule of Artwork within such 10-day period, then it will be deemed to have accepted the Schedule of Artwork. If the parties do not reach agreement on a Schedule of Artwork within 90 days after the Effective Date, either party may terminate this Agreement.
4. Delivery of Artwork. Within 90 days after the Effective Date, Artist shall deliver the Artwork to the Museum. Unless otherwise agreed upon, all Artwork must be ready for exhibition (including mat, mount or frame, and wiring) upon delivery to the Museum. The District shall provide professional labels to accompany the Artwork and Artist shall provide content for the labels in advance of installation, according to a timetable established by the District. The risk of loss of the Artwork will be with Artist through and until the Artwork has been delivered to the Museum (with respect to initial delivery), and again through and until the Artwork has been

Lake County Forest Preserve District
Bess Bower Dunn Museum of Lake County
Exhibition Agreement

delivered from the Museum back to Artist (following the expiration or earlier termination of this Agreement).

5. Security and Insurance. While the Artwork is in the District's possession, the District shall exercise reasonable and ordinary care to prevent the loss, theft, or damage of the Artwork and will provide insurance to cover the replacement value of the Artwork. The District will require all Venues to provide insurance to cover the replacement value of the Artwork while the Artwork is in transit, or in the possession of the Venue.
6. Ownership and Copyright. All copyright and reproduction rights of the Artwork, as well as the ownership of the physical Artwork, are the property of and reserved to Artist. Except for Promotional Material, the District shall not, and shall not allow any third party to, copy or modify, directly or indirectly, any of the Artwork, without Artist's written consent.
7. Right to Display Artwork. Artist represents and warrants that (a) Artist has all right, title and authority to (i) display the Artwork for public exhibition, (ii) entrust with and grant to the District the right to display the Artwork for public exhibition, and (iii) enter into this Agreement, (b) the display of the Artwork as contemplated by this Agreement will not violate the intellectual property rights of any third party, (c) nothing in the Artwork defames any person or entity, and (d) Artist's entering into and granting of rights to display the Artwork under this Agreement will not constitute a breach or default under any agreement to which Artist is a party or by which the Artwork or any component part thereof is bound. Artist shall indemnify, hold harmless, and defend the District and its Board of Commissioners, employees, and agents, from and against all damages, liabilities, losses, costs, or expenses arising from or relating to any claim or assertion that Artist has breached his warranties, covenants or obligations under this Agreement.
8. Marketing. The District may provide, or allow others to provide, marketing efforts that the District deems appropriate to support the Exhibition, including through Promotional Materials. Artist may promote the Exhibition through additional Promotional Materials, at no cost to the District, if Artist has first obtained the District's written approval of such Promotional Materials, which approval may include, without limitation, a requirement that Artist use District logos provided by the District. Artist may use the District's logos and trademarks solely in connection with Promotional Materials for the Exhibition.
9. Understanding. This Agreement contains the full understanding between the parties hereto with respect to the subject matter hereof, and may only be modified by a written instrument signed by both parties. It shall be governed by the laws of the State of Illinois.
10. Termination. The District may terminate this Agreement for any reason on thirty (30) days' written notice to Artist. Promptly following the expiration of the Term or the earlier termination of this Agreement, Artist shall remove the Artwork from the Museum at his sole cost.

Lake County Forest Preserve District
Bess Bower Dunn Museum of Lake County
Exhibition Agreement

District and Artist execute this Agreement as of the date first written above.

 04/29/2021
Signature of Artist Date

Erin Aleman, Executive Director
Print Name

 4/30/2021
Signature of authorized District representative Date

Nan Buckardt, Education Director
Print Name

Lake County Forest Preserve District
Bess Bower Dunn Museum of Lake County
Exhibition Agreement

Schedule of Artwork

Artist Name: Chicago Metropolitan Agency for Planning

Address: 433 West Van Buren St. Suite 450, Chicago, Illinois, 60607

Artwork Inventory

Title	Description	Replacement Value



Signature of Artist

04/29/2021

Date

Erin Aleman, Executive Director

Print Name



Signature of authorized District representative

4/30/2021

Date

Nan Buckardt, Education Director

Print Name