

Meeting Date: June 9, 2015

Agenda Item 4

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY TO PROVIDE FOR PUBLIC ARTWORK RELATING TO THE BROWARD-100 CENTENNIAL CELEBRATION; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Summary: This contract with Broward County is in relation to the Broward 100 "VisualEYES" mural project that will be painted at the Broward County Northeast Transit Center. The City's Public Art Committee nominated this location to the County, which was subsequently chosen for a mural. The County is responsible for organizing and funding the project. The City is responsible for providing logistical support for the mural project, providing assistance with community engagement, and recommending between two possible design alternatives.



Accomplishing this item supports achieving initiatives 2.8 Further develop and promote cultural/heritage tourism opportunities and 7.1 Develop a tourist destination as identified in the City's 2013 Strategic Plan.

- (1) Origin of request for this action: Development Services Department
- (2) Primary staff contact: Matthew DeSantis/ Robin Bird Ext. 4652
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	5/27/2015	Approval	<i>[Signature]</i>
City Attorney	5/12/2015		CAC: #2015-950 <i>[Signature]</i>
Risk Management	6/2/15	approved	EBeck
Public Art Committee			
<input checked="" type="checkbox"/> City Manager	<i>[Signature]</i>		See attached Minutes from April 24, 2014 <i>[Signature]</i>

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			



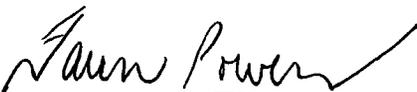
City Attorney's Communication #2015-950
May 12, 2015

TO: Matthew DeSantis, Zoning Technician
FROM: Fawn Powers, Assistant City Attorney
RE: Resolution – Broward-100 Centennial Celebration

As requested, the following form of resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY TO PROVIDE FOR PUBLIC ARTWORK RELATING TO THE BROWARD-100 CENTENNIAL CELEBRATION; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



FAWN POWERS

FP/ds
l:cor/dev-srv/2015-950
Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY TO PROVIDE FOR PUBLIC ARTWORK RELATING TO THE BROWARD-100 CENTENNIAL CELEBRATION; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Broward County, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Broward County.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

**CENTENNIAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF POMPANO BEACH FOR BROWARD-100 VisualEYES PROJECT**

Broward County ("County") and the City of Pompano Beach, a municipal corporation organized in the state of Florida ("City"), desire to enter into this Agreement ("Agreement") to provide for public artwork relating to the Broward-100 Centennial Celebration ("Centennial").

The City has committed to provide certain in-kind assistance and has recommended a location owned by the County to place the Artwork in conjunction with the Centennial under the terms and conditions of this Agreement, including Exhibit A.

The County will provide the location for the Artwork and certain benefits to the City as stated on Exhibit A in consideration for the City's in-kind contribution as detailed on Exhibit A, Scope of Services.

The County Administrator has authority to enter into this Agreement as approved by the Broward County Board of County Commissioners under Agenda Item #48 on September 10, 2013, as part of the Broward-100 Centennial activities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Scope of Services. The County and the City shall perform their respective responsibilities as set forth in this Agreement inclusive of the Exhibits.

2. Term. The term of the Agreement commences on the date of complete execution ("Effective Date") through five (5) years after the Contract Administrator's written Final Acceptance of the installed Artwork (as defined on Exhibit A), unless earlier terminated in accordance with this Agreement. Any amendment to extend the term may be in written form by the County Administrator and the City's Manager or its administrative head.

3. Compensation. The City's in-kind consideration for the County's placement of the Artwork on the County's property shall be in accordance with the terms of this section and Exhibit A.

4. Termination. This Agreement may be terminated by the County upon providing written notice to the City of the termination date, which shall be not less than ten (10) days after the date such written notice is provided. Any such termination notice may be provided by the County Administrator on behalf of the County. This Agreement may also be terminated by the City upon providing written notice to the County of the termination date, which shall be not less than ten (10) days after the date such written

notice is provided. Any such termination notice may be provided by the City Manager on behalf of the City.

5. Public Records. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement. To the extent the City is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, the City shall:

- a. Keep and maintain public records that ordinarily and necessarily would be kept and maintained by County were County performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of City upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of City to comply with the provisions of this paragraph shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

Notwithstanding the foregoing paragraph, the City reserves the right to retain one copy of any public records as it pertains to the services rendered in accordance with the Agreement.

6. Insurance:

6.1 County's Insurance:

County represents that it is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to furnish the City,

upon request, with written verification of liability protection in accordance with State of Florida's laws.

6.2 City's Insurance:

City represents that it is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to furnish the County, upon request, with written verification of liability protection in accordance with State of Florida's laws.

If City elects to purchase excess liability coverage, City agrees that County shall be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and as additional insured.

6.3 If City subcontracts any work under this Agreement, City shall ensure that each subcontractor names County in the name of "Broward County" as an additional insured under the subcontractor's general liability insurance policy and any excess liability insurance policy.

6.4 City's contractor shall at all times during the term keep and maintain in full force and effect, at contractor's sole cost and expense, the minimum insurance of the types and amounts as set forth in Exhibit "B." A copy of such exhibit is attached hereto and incorporated herein by reference as if set forth in full, and shall name County in the name of "Broward County" and Broward County Board of County Commissioners as an additional insured.

7. Governmental Immunity. City and County are state agencies or political subdivisions of the State of Florida. Each party agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein constitutes or shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. If County elects to purchase excess liability coverage, County agrees that City shall be furnished with a Certificate of Insurance listing "City of Pompano Beach" as certificate holder and as additional insured.

8. Nondiscrimination. City and County may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. City and County shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.

9. Governing Law, Venue And Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State

of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

10. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

Broward County Cultural Division
Attn: Earl Bosworth, Director
100 S. Andrews Avenue, 6th floor
Fort Lauderdale, Florida 33301
Email address: EBosworth@broward.org
With simultaneous e-mail copy to: lfordham@broward.org

Notice to City:

City of Pompano Beach
Attn: City Manager
100 West Atlantic Blvd.
Pompano Beach, Florida 33060
Email address: dennis.beach@copbfl.com
Phone: 954.786.4623 or 954.786.4601
With simultaneous e-mail copy to: Matthew.DeSantis@copbfl.com and Jennifer.Gomez@copbfl.com

Any other e-mail addresses in any other section of the Agreement, including exhibits, can be changed at any time by any of the parties by providing e-mail notification to the other parties from the individuals identified in this section as changed from time to time. The Director of the Cultural Division will serve as the Contract Administrator for the County and the City's Assistant Director, Development Services, will serve as the contract representative for the City.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12. Miscellaneous. This Agreement is intended to establish and maintain an ongoing relationship between the parties. This Agreement does not establish or

authorize any affiliation, endorsement, or liability between the organizations. The County and City are both independent contractors under this Agreement. The County, its officers, employees or agents are not officers, employees or agents of the City under this Agreement. The City, its officers, employees, or agents are not officers, employees, or agents of the County. The City shall not have the right to bind County to any obligation not expressly stated in this Agreement. Nor does the County have the right to bind the City to any obligation not expressly stated in this Agreement. The parties acknowledge that there are no third party beneficiaries under this Agreement.

13. Entire Agreement. This Agreement (together with any Exhibits made part of herein) shall constitute the entire agreement between the parties and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

(The remainder of this page is intentionally left blank.)

CENTENNIAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR BROWARD-100 VisualEYES PROJECT

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Broward-100 VisualEYES: Broward County by and through its County Administrator, authorized to execute same by Board action on September 10, 2013, under Agenda Item #48, and the City of Pompano Beach, signing by and through, _____, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, through its County Administrator

Signature

By _____

Bertha Henry
County Administrator

Print Name above

____ day of _____, 2015

Signature

Print Name above

Insurance requirements approved by Broward County Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____

Andrea S. Froome (Date)
Senior Assistant County Attorney

Print Name and Title above

ASF3dp
04/10/15
2015-04-13 Pompano Beach Broward 100.Agr#01
#14-110.07

CENTENNIAL BROWARD-100 AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR BROWARD-100 VisualEYES PROJECT

CITY

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved as to Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager, and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A
Scope of Services

For Broward 100 VisualEYES Project - Agreement Between Broward County and City of Pompano Beach

1. PURPOSE:

The City has proposed a Site (as described in Section 2 below and currently known as the County's Northeast Transit Center) which is owned by the County (as the "Property Owner") for an Artwork, and such site has been selected by the County, through its Broward Cultural Council ("Council"), for the Broward-100 VisualEYES project ("Project") and includes Art of Community Initiatives ("Initiatives") which are components of the Broward 100-Celebrating the Art of Community program for the "Centennial." As described by the Cultural Division ("Division") and one of its Centennial's sponsors (the Community Foundation of Broward, Inc.), the Initiatives seek to use art to bridge, bond, and build communities.

The County will use the Site for an Artwork installation by an artist commissioned by the County, through the Division. The City will also jointly organize and facilitate dialogues, workshops, and community meetings between the commissioned artist(s) ("Artist(s)"), the residents, and business owners of the City. The final acceptance shall serve as evidence to the City that the Artwork is fully accepted by the County and meets the requirements of the contract between the County and the Artist(s) ("Final Acceptance").

The Art of Community Programming Committee ("ACPC") has been established by the Division to provide guidance and direction during the planning and implementation of the Initiatives. The ACPC seeks to attain three key results of engagement commencing upon execution of an agreement between the selected Artist(s) and the County and the Notice to Proceed by the Contract Administrator. The key established results are as follows: (1) People are connected through civic engagement that use the arts to reach common goals; (2) Community problems are solved collaboratively using the arts to bridge different sectors; and (3) The arts are recognized as essential to a strong community.

2. LOCATION:

The Site selected by the County, through its Cultural Council, is the circular turret directly above the ticketing window of the exterior of the County's Northeast Transit Center building located at 304 Dr. Martin Luther King, Jr. Boulevard, Florida 33060 ("Site"). The total wall space available to the Artist(s) shall be approximately 693 square feet as described more fully in Attachment 1 to Exhibit A.

3. BACKGROUND DESCRIPTION OF PROJECT:

The County is commissioning artists to create exterior Artwork for the Broward-100 VisualEYES project. A minimum of one artwork project ("Project") will be implemented in each of the nine (9) County Commission Districts. The Division will manage the artist

selection process through a Call to Artists. Artist(s) will be selected and assigned to a Site by the Council based on recommendations from the ACPC. Artwork will be painted and applied to walls owned by the County. Maintenance of the Site ("Site Maintenance") is the sole responsibility of the property owner. After the Final Acceptance, the County (including its Division and its Greater Fort Lauderdale Convention & Visitors Bureau and the Community Foundation of Broward, Inc.) shall retain the right provided in the County's contract with the Artist, including, but not limited to, the right to use images of the Artwork for non-commercial purposes, including, but not limited to, displaying the Artwork as part of its Public Art and Design program on its website, as part of any other display medium, or for any other non-commercial purposes.

The Project is not a community design project, and the Artwork will be the original creative concept of the Artist(s).

4. ADMINISTRATIVE COORDINATION:

The Contract Administrator (as defined in Section 10 ("Notices")) shall serve as, or designate, a Division's Project Manager ("Project Manager"). The City will appoint or has appointed a liaison ("Liaison") which City may change from time to time in writing (via e-mail or otherwise) to the e-mail address in Section 10 ("Notices"). The City, through its designated Liaison, shall maintain communication with the Artist(s) and Project Manager via telephone, fax, letter, or e-mail and shall provide progress updates in writing (by e-mail or otherwise) as requested by the Project Manager. A written plan and schedule for the community engagement component of the Project (defined as dialogues workshops, meetings, charrettes, or any other outreach events envisioned by the Artist(s) where the Artist(s) will meet with the community and such activities may include discussing the Artist(s) conceptual design), and the installation of the Artwork will be provided by the County in writing (by e-mail or otherwise) to the City, through its designated Liaison, and may be adjusted based on the needs of the Artist(s) with the prior written approval (by e-mail or otherwise) from the Contract Administrator in his or her sole discretion. The City may also request adjustment to the schedule which is subject to the prior written approval (by e-mail or otherwise) of the Contract Administrator in his or her discretion prior to such adjustments. The City, through its designated Liaison, shall provide the Artist(s) with all available requested information about the community and the Artwork's Site and shall inform the Artist(s) of any limitation, such as events taking place near the Site, which may impact the Artist's schedule. The City's Liaison shall notify the Project Manager in writing (by e-mail or otherwise) within three (3) business days if the Artist(s) fails to meet any agreed upon deadlines or in the event there is a need to further coordinate other matters that affect the scheduled completion date for the Artwork.

5. COLLABORATION AND COORDINATION:

After considering recommendations from the ACPC, the County, through its Council in its sole discretion, will assign the selected Artist(s) to the approved Site. The County, through its Council, in its sole discretion, may replace the assigned Artist(s) for any reason it determines necessary in order to ensure the timely completion of the Project or for any other reason. The County's determination as to replacement of the assigned Artist(s) will

be final, and the City will cooperate with the assigned Artist(s), including the replacement(s), if any.

The Contract Administrator will issue the Notice to Proceed to the Artist(s) in writing (by e-mail or otherwise) as soon as possible following execution of the contract between the County and the Artist(s) and by the designated Project Manager at each project milestone. Project milestones include, but are not limited to, the following: 1) community engagement; and 2) approval of Artwork design and Artwork implementation at the Site.

Community Engagement:

The Liaison is required to, and the County will require the Artist(s) to, attend one (1) County workshop that will provide an overview of the Project's goals and instruction on compiling and implementing a plan to engage with the community prior to design of the Artwork. The City's Liaison shall, and the County will require the Artist(s) to, collaborate with each other to create a written Community Engagement Plan ("Plan") for written approval (by e-mail or otherwise) by the County (through its Project Manager). Community engagement activities outlined in the written Community Engagement Plan will take the form of workshops, meetings, charrettes, or any other outreach activities envisioned by the Artist(s). At such meetings, the Artist(s) can gather information and ideas from the City, and the community that may influence the visual content of the Artwork design; however, the final Artwork will be the Artist(s)' creative concept. The City, through its designated Liaison, will be responsible for scheduling, coordinating, or facilitating the necessary community dialogues between the Artist(s) and the community as defined in the approved Community Engagement Plan.

Design of Artwork:

The Contract Administrator will issue the Notice to Proceed to the Artist(s) in writing (by e-mail or otherwise) to design Artwork for the Site upon receipt of documentation from the Artist(s) and confirmation from the Liaison that the activities outlined in the approved Plan are complete. The Artwork design will be an independent creative work of art by the Artist(s) and, therefore, does not need to represent the image of the City, the Northeast Transit Center, persons residing in the City, or deceased residents of the City. The County will require the Artist(s) to first obtain the prior written approval of the Contract Administrator (by e-mail or otherwise) and any individual whose image is being incorporated (or his or her written legally authorized person) before proceeding to incorporate a portrait of any living or deceased person into the Artwork. City shall inform the Project Manager and the Artist(s) in writing (by e-mail or otherwise) of all City policies, ordinances, or resolutions stipulating naming rights or use of images of living or deceased persons on City property, including, but not limited to, creative work of art or artworks.

The County will require the Artist(s) to create two (2) designs which the City, through its designated Liaison, shall, in writing (by e-mail or otherwise), notify the Project Manager of the design selected from the two (2) designs for implementation by the Artist(s). A selection committee, including, but not limited to, representatives from the City's Public Art Committee, Northwest Community Redevelopment Agency, and Broward County Transit Division will evaluate and select one (1) of the two (2) designs to be implemented. This

selection shall inform the City's ultimate decision. The City's approval shall be provided in a letter, signed by the Mayor or City Manager on behalf of the City.

6. DESCRIPTION OF DELIVERABLES:

- The City's Liaison will meet with Artist(s) within ten (10) business days of being notified in writing (by e-mail or otherwise) by the Project Manager that the Artist(s) has been assigned to the Project and an agreement between the Artist and the County has been fully executed.
- The County's Project Manager will provide the Artist(s)' draft of the Community Engagement Plan to the Liaison for review by the City. The City shall review and approve in writing (via e-mail or otherwise) the Community Engagement Plan within five (5) business days of receipt. The City shall not unreasonably withhold approval of the Community Engagement Plan. After the City's approvals, the County's Project Manager will, in his or her sole discretion, approve the Artist(s)' Community Engagement Plan and provide the approved plan to the City within five (5) business days of written approval. The Liaison will organize, schedule, and facilitate community meetings or dialogues in accordance with the Community Engagement Plan.
- The County's Project Manager will submit two (2) Artwork design proposals and a conceptual work schedule to the City's Liaison. The City's Liaison shall submit a letter to the County's Project Manager within fifteen (15) business days following receipt, signed by the City Manager/Administrator or Mayor, indicating that the City has agreed upon the first and the second choices of design for the Artwork. The City may request minor changes to the design; however, the Project Manager in his or her sole discretion will determine if the changes are minor. Major changes to the design may not be requested by the City or the County and, if so requested, may be denied in the sole discretion of the Contract Administrator as identified in Section 10 ("Notices"). For purposes of this Agreement, major changes to the design are defined as a complete redesign, change of theme, imagery, color, or content of the Artwork or change of Artist(s). The Council, through its ACPC, shall make the final design selection for the Site. The City shall not use any of the Artwork design proposals from the Artist(s) for commercial, non-commercial or any other purpose without prior written approval from the Contract Administrator and the Artist(s).
- The City's Liaison will schedule and coordinate all required reviews of the Artwork proposal by its City Commission, City's Planning Department, Community Redevelopment Authority ("CRA"), or any other City review panels and shall expedite the process to ensure the approved Artist(s)' schedule can be met by the City.
- Liaison shall attend the Substantial Completion Inspection (that is, an inspection of the completed Artwork to evaluate any omissions or deficiencies) and the Final Completion Inspection (that is, an inspection of the Artwork that takes place upon the Artist(s) notifying the Project Manager that all identified deficiencies and

omissions have been corrected) of the completed Artwork. Such inspections will be scheduled by the County's Project Manager. Final Completion Inspection will take place within three (3) business days of the Artist(s) advising the Project Manager that the Artwork is complete and shall include the Artist(s) and the County's Project Manager in addition to those individuals identified above. The City will authorize its Liaison to sign the Final Completion Report (that is, a report acknowledging that the Artwork has been inspected and is complete in accordance with the selected design) or the City's Manager/Administrator may do so.

- The signing of the County's Final Completion Report by the City, through its Liaison or City's Manager/Administrator, shall serve as the City's acknowledgement of the completion and acceptance of the Artwork. The City and the Property Owner will not use or authorize use of the completed Artwork for commercial or other purposes without prior written approval from the County and the Artist(s).

7. TIMELINE FOR COMPLETION:

The City shall commence services upon receipt of a fully executed Agreement and receipt of a copy of the Notice to Proceed which will be sent by e-mail notice from the County to the selected Artist(s). The Contract Administrator, in his or her sole discretion, will determine when the services are complete and will advise the City in writing when all services are completed by the City in accordance with this Agreement.

8. ADDITIONAL SERVICES:

All media releases issued by the City shall name the County (in the name of "Broward County"), the Community Foundation of Broward, Inc., and the City of Pompano Beach as the sponsors of the Artwork. The County's Contract Administrator may provide the City (in writing by e-mail or otherwise) with the names of additional project sponsors including, but not limited to, the lead and presenting sponsor(s). All sponsors shall be named in all City media releases, brochures, web pages, and newsletters and all other City-generated publications containing information about the Project. All City media releases, web pages, newsletters, and brochures referencing the Project will be provided to the Project Manager for review and written approval (by e-mail or otherwise) prior to public release or publication.

9. PAYMENTS AND SCHEDULE OF DELIVERABLES

This Project is funded by the County through the Broward County Board of County Commissioners and community sponsors for the Broward-100.

The parties acknowledge that the Artist(s) may attribute the Artwork commission to the County's Broward-100 VisualEYES.

(The remainder of this page is intentionally left blank.)

EXHIBIT B

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE			Each Occurrence	Aggregate
	GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury	Bodily Injury Property Damage Bodily Injury and Property Damage Combined Personal Injury		\$ 500 k
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto If applicable	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Bodily Injury and Property Damage Combined			
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION If exempt: Provide State Exemption Certificate, or letter on company letterhead stating the reason for exemption.	(each accident)	STATUTORY		
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			\$ 100 k	
<input type="checkbox"/> PROFESSIONAL LIABILITY	Claims-made form w/ Extended Reporting Period of Deductible not to exceed: \$			
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE			Completed Value
<input type="checkbox"/> Installation floater is recommended and if not provided, then Artist is fully responsible for the installation until written acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k		Completed Value
Description of Operations/Locations/Vehicles Broward County and City of Pompano Beach must be certificate holder and endorsed as an additional insured for general liability, excess liability.				
Project name: Broward 100 Pompano Beach				

NOTE: Workers' Compensation: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water

CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:



Pompano Beach Public Art Committee

Commission Chambers
Conference Room

April 24, 2014
5:00 P.M.

MINUTES

A. Call to Order

B. Roll Call

Julia Black Andrews
Bill Savarese
Bo Holloway - *Absent*
Tobi Aycock
Eva Bixler

Kelly Ann Maguire
Terrence Davis
Antonio Cardozo (Alternate)
Donna Schorr (Alternate)

Others Present

Glenn Weiss, Pompano Beach Public Art Master Plan Consultant
Victor Haye, Principal Planner
Beth Eassa, Zoning Technician
Pat Anderson, Public Artist
Edie Kappler, Resident
Al Huggins, Art Manager

C. Approval of Minutes – March 27, 2014

MOTION by Eva Bixler and seconded by Terrence Davis to approve the March 27, 2014 minutes. All voted in favor of the above motion.

Ms. Bixler introduced the meeting attending guests, Pat Anderson, a public art artist, Al Huggins, a local art manager, and Edie Kappler, an interested resident to the Committee.

D. Update: Public Art Master Plan

Mr. Weiss explained that he and Ms. St. John have reached the culmination of their research in the first phase of the master planning process, and will now be confirming that their direction is acceptable to the Public Art Committee. Once the Committee provides their final feedback and approval, they will move on to present their plan of action to the Commission and City Advisory Boards.

Mr. Weiss noted potential principles to guide the master plan, including being inventive and unexpected; supporting festivals and cultural institutions, listening to residents, business owners and city leaders, collaborating with city departments, CRA and community organizations, helping to satisfy city plans and objectives, manage the Committee's

budget well and to match national standards for Public Art Policies and Procedures.

Mr. Haye noted that supporting festivals and cultural institutions does not necessarily mean financially.

Mr. Davis noted in regard to matching national standards, he did not wish to exclude individuals who have never participated in a public art installation.

Mr. Haye suggested including a principle to focus specifically on tourism and identity for the City.

Mr. Weiss presented potential programs for 2015-2025, including contributing to the success of pedestrian places (such as downtown and the beach/ pier), enhancing cultural facilities with public art, collaborating on tourist reputation, supporting youth employment with a tile mosaic team, celebrating the boating and fishing industry, encouraging murals and building colors, incorporating landscape and streetscape designs, responding to special opportunities and honoring key people in Pompano Beach history.

Mr. Davis suggested including parks as an area to contribute towards the success of.

Mr. Haye suggested a sculpture at the sight of the original Pompano Beach Farmer's Market building that was recently demolished.

Mr. Weiss presented potential targeted locations for public art installation including entry gateways in the City, South Dixie Highway, City Hall and Downtown, Collier City, the beach, the intercoastal, and an offshore area for a potential underwater art display. He also noted that the Committee could focus on all existing and future cultural facilities, and areas for special unexpected opportunities.

Ms. Schorr suggested including the Pompano Beach Municipal Golf Course as an area for art.

Ms. Bixler noted in regard to the underwater sculpture park the Committee might consider including Nova Southeastern University, as the institution is familiar with the type of project. Mr. Weiss noted that in particular, the underwater sculpture park is a very intricate process and will need a lot of collaboration from neighboring cities, institutions and tourism councils.

Mr. Weiss noted he specifically did not include large iconic monuments simply because of the cost involved, but he was not discouraging the idea if the Committee wished to include it.

Mr. Cardozo noted if an artist is creative, a large scale installation can be achieved for a lesser amount of money.

Ms. Bixler questioned what would happen if a private industry wished to donate to the Committee? Mr. Weiss noted it would be a guideline provision written into the policy portion of the master plan. Mr. Weiss also noted that there can be provisions set into the master plan to consider hiring temporary staff to seek out external sources of funding.

Ms. Andrews noted she wished to focus on pieces that make a larger impact based on scale, rather than to spread out their focus on numerous small scale projects. Mr. Weiss noted there is a difference between making a visual impact on a city and a psychological impact based on scale, however both can be very influential.

Ms. Andrews suggested determining specific areas in the City to prioritize for art installations.

Ms. Andrews suggested incorporating art at Avondale Park, as it is situated by Interstate 95 and would be visible to all those traveling on the highway.

Mr. Cardozo suggested incorporating a painting on the Atlantic Boulevard Bridge.

Mr. Davis noted the art world changes rapidly and he does not necessarily feel comfortable setting a course of action for ten years for that reason. Mr. Weiss noted the master plan can always be changed, and the Committee should really focus more on where they want to take the city over the next ten years.

Ms. Andrews questioned what the mosaic tile team is? Mr. Weiss noted that he is familiar with a very successful program in Houston, Texas that trains young individuals to be mosaic artists with left over tiles from local companies. Since Pompano Beach has ceramic tile vendors, this could potentially be implemented here as well.

Mr. Davis suggested if the Committee wants to make Pompano Beach a center for arts than the Committee might consider employing artists in different ways to make the area a more enticing area for artists to want to live.

Ms. St. John suggested a potential goal for the Committee to create a local artist registry.

E. Discussion: Potential walls for Broward County Mural Challenge

Mr. Haye noted that the deadline for the challenge has been extended, and therefore he had provided more options for the Committee to consider.

Ms. Eassa noted that the City would be able to submit two walls as the city stretches over two County Commission districts. Additionally, the CRA can submit two walls as well.

MOTION by Eva Bixler and seconded by Terrence Davis to choose the Broward County Transit Station and the Bank of America on East Atlantic Boulevard for submissions to the Broward County Centennial Mural Challenge. All voted in favor of the above motion.

MOTION by Tobi Aycock and seconded by Eva Bixler to nominate the Bridge Tender building on Atlantic Boulevard, in the event that the Bank of America building is not a viable option. All voted in favor of the above motion.

F. Public Art Launch Party

Mr. Haye noted that the Committee should look for an upcoming event to participate in to make their presence known.

Ms. Aycock suggested the Chamber of Commerce dinner hosted at the Hillsboro Club on June 3rd. Ms. Eassa noted the Pompano Beach Historical Society is hosting a fundraising event on May 9th at the Doubletree in Deerfield Beach.

G. Update: Painted Pompano RFP – Winner announced

Mr. Haye noted that a low bidder had been selected, and the purchase order was in the process of being prepared. The lowest responsible bidder, CG Witvoet and Sons out of Grand Rapids, Michigan was selected with a contract price of \$42,462.00.

Mr. Haye noted the Committee would need to consider inviting the future selected artists for the fish molds to the City storage warehouse to actually execute the art on the fish.

Mr. Haye noted the Committee would be presented with a mockup of the fish model prior to fish being fabricated.

Mr. Savarese noted he felt he would have liked to be included in the selection process of the manufacturing company. Mr. Haye explained that

based on the bid proposal that the Committee approved, the award was automatically given to the lowest responsible bidder.

MOTION by Bill Savarese and seconded by Eva Bixler to allow the Public Art Committee to always be the selection Committee for public art projects moving forward.

H. Update: Painted Pompano Call to Artists – Approval of RFP

Mr. Haye noted the he has adopted the process of Cow Parade to use as the inspiration for the Pompano Fish RFP, and Staff is busy finalizing the draft.

I. Update: Barefoot Mailman Statue

Mr. Haye noted the three short list applicants have accepted the invitation to create a statue for consideration. The previous selection committee will chose the best option out of those three.

J. Discussion

None.

K. Adjournment

MOTION Eva Bixler and seconded by Terry Davis to adjourn the meeting. All those present voted in favor of the motion. The meeting adjourned at 7:55pm.

NEXT MEETING

May 22, 2014 @ 5:00 P.M.

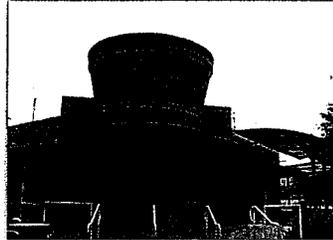
**Commission Chambers Conference Room
100 West Atlantic Blvd., Pompano Beach, FL**

COMMUNITY ENGAGEMENT CCIR PLAN

Broward 100 – Celebrating the Art of Community VisualEYES

COMMUNITY ENGAGEMENT PLAN

Site - NE Transit Center – Pompano Beach



Research: How will you gather community and site information, identify and meet stakeholders?

Our first steps to gathering community and site information will be to attend the Historic Preservation Committee and the Public Art Committee meetings in March. We will take the opportunity to meet and greet with some of the stakeholders in the community such as, Dan Hobbye and Hazel Armbrister once their appointments with us are confirmed. We are also hoping to meet with Glenn Weiss, Pompano Beach Public Art Master Plan consultant, in the future. There will be valuable information at this meeting.

Design Engagement: What events, meetings will you organize or participate in, to connect with residents and stakeholder groups? What creative strategies will you employ to elicit images, stories, aspirations, ideas? How will your engagement activities promote social connections and/or address social issues in the community?

In addition to meeting with the previously mentioned groups, we would also like to involve certain organizations in the community, such as the Ashanti Cultural Arts, senior groups, First Haitian Baptist church and community leaders. We are looking to connect and engage the community in discussions pertaining to the creation of the mural and also getting feedback about the mural concept design. Once engaged, interactive art workshops and activities will be organized and administered.

Installation: What, if any events and activities that will engage residents/stakeholder groups are planned during creation/installation phase?

The mural is positioned on the top dome of the building. We will take the opportunity to show photos and examples of murals to some of the participants who will be part of the brainstorming process. They will be encouraged to write down themes, values that could be incorporated into the mural theme. The artist will access the wall dome by lift and will probably work at night to avoid high public traffic. Installation of the mural will be solely the artist's responsibility due to liabilities and risks.

Dedication and Post Installation: What are the key stakeholder groups you and the community have identified for your mural site?

This is yet to be determined due to the fact that we have not met with the stakeholders and the community yet. Meetings are presently being set up. Here are some of the groups that were talked about with our Community Liaison, Matthew DeSantis:

1) Neighborhood residents

2) Local business owners

3) Public Arts Committee

Will attend the meeting on March 26th

4) Historic Preservation Committee

Will attend the meeting on March 17th

5) Northwest Community Redevelopment Agency

Northwest CRA Advisory Board – Matthew has already spoken with Courtney Easley about us attending the CRA Advisory Board meeting on **April 6**. We will be preparing a memo a week in advance to be put on the agenda.

6) Ashanti Cultural Arts

7) First Haitian Baptist Church

Pastor Jacques Dumornay has been contacted and a meeting will set up next week. **Meeting TBA**

8) Rock Road Preservation Society

Once Hazel Armbrister an appointment will be arranged. She is aware of the mural project and we will need to make calls next week for a meeting. **Meeting TBA**

9) The NE Transit Center Representatives

Matthew will be contacting one of the representatives so a meeting will be set up. **Meeting TBA**

Artists Responsibilities

Meeting with stakeholders, engaging the community in activities that help support the development of the mural. Provide and submit two mural designs, and once approved, start wall preparation and paint mural.

Community Liaison Responsibilities

Our community liaison is Matthew DeSantis from the City's Planning and Zoning Department. He is vital to the community outreach aspect and success of the mural project. His responsibilities consist of making initial contact with stakeholders relevant to the project, setting up meetings, providing dates for town hall meetings, assisting with logistics, and basically acting as an intermediary between the artists and the community.