

Meeting Date: May 10, 2016

Agenda Item 9

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 A FIRST AMENDMENT TO THE CENTENNIAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY FOR BROWARD-100 VISUALEYES PROJECT; 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 is proposed to be painted at the E. Pat Larkins Civic 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 and selecting the artist. The City is responsible for providing logistical support for the mural project, providing assistance with community engagement, and recommending between two possible design alternatives.



The Broward County Northeast Transit Center, which was originally selected as the location, has dropped out of the project; therefore, the original Agreement has been amended due to the original location of the mural being changed.

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: Laura Atria/Jennifer Gomez/ Robin Bird Ext. 4310
- (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	4/14/2016	Approval	<i>[Signature]</i>
City Attorney	5/2/16	<i>[Signature]</i>	<i>[Signature]</i>
Risk Management	5/2/16	Approved	<i>[Signature]</i>

Public Art Committee See attached Minutes from 3/17/16, 2/18/16, 1/28/16, 10/13/15

City Manager *[Signature]* *[Signature]*

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			



City Attorney's Communication #2016-724

April 12, 2016

TO: Laura Atria, Public Art Program Manager

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Mark E. Berman, City Attorney 

RE: Resolution – First Amendment to the Centennial Agreement for VisualEYES Project

As requested in your memorandum dated April 8, 2016, Development Services Memorandum No. 16-168, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE CENTENNIAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY FOR BROWARD-100 VISUAL EYES PROJECT; PROVIDING AN EFFECTIVE DATE.

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


JILL R. MESOJEDEC

/jrm
l:cor/dev-srv/2016-724

Attachment

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 A FIRST AMENDMENT TO THE CENTENNIAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY FOR BROWARD-100 VISUAL EYES PROJECT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a First Amendment between the City of Pompano Beach and Broward County for Broward-100 VisualEYES Project, a copy of which Amendment 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 First Amendment between the City of Pompano Beach and Broward County.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

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

This is a First Amendment ("First Amendment") to the Agreement entered into between Broward County ("County") and the City of Pompano Beach, a municipal corporation organized in the state of Florida ("City"). County and City are collectively referred to as the "Parties" or "parties."

On July 20, 2015, the Parties entered into an agreement ("Agreement") to provide for public artwork relating to the Broward-100 Centennial Celebration ("Centennial").

In conjunction with the Centennial, the County agreed to provide the location for the Artwork. The City committed to provide certain in-kind assistance and recommended a location owned by the County to place the Artwork.

The Parties now desire to place the Artwork at a different location which is owned by the City.

The Parties seek to enter into this First Amendment to the Agreement to amend the location of the Artwork.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties agree that the "Recitals" clauses in this First Amendment are true and accurate.
2. Section 3, "Compensation," is amended as follows:

The City's in-kind consideration for the County's placement of the Artwork on the County's ~~County's~~ **City's** property shall be in accordance with the terms of this section and Exhibit A, **as amended**.

3. Except as modified herein, all terms and conditions of the Agreement, shall remain in full force and effect. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise stated.
4. Exhibit A, Scope of Services and Attachment 1 to Exhibit A are amended as attached hereto and are incorporated herein by reference.
5. This First Amendment shall become effective upon complete execution by the Parties.

FIRST AMENDMENT TO 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 First Amendment to Agreement for Broward-100 VisualEYES Project: 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 its _____, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, through its County Administrator

Signature

By _____
Bertha Henry
County Administrator

Print Name above

____ day of _____, 2016

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

ASF:dp
04/07/16
2016-04-07 Pompano Beach Broward 100.Amend#01
#16-110.07

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

CITY

Witnesses:

City of Pompano Beach:

By: _____
Mayor

By: _____
City Manager

Attest:

City Clerk

_____ day of _____, 2016

(SEAL)

Approved as to Form:

City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as Mayor, _____, as City Manager, and _____, 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, Amended
Scope of Services

For Broward 100 VisualEYES Project - First Amendment to 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~~ **E. Pat Larkins Community** Center) which is owned by the ~~County~~ **City** (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"). **Title to the Artwork will pass to City of Pompano Beach upon Final Acceptance. The County's Project Manager has provided a copy of the proposed contract between the County and the Artist to the City's Liaison and will also provide a copy of the fully executed agreement with any subsequent written amendment(s) to the City's Liaison.**

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~~ **west façade of the E. Pat Larkins Community Center located at 520 Dr. Martin Luther King, Jr. Boulevard, Pompano Beach, Florida 33060** ("Site"). The total wall space available to the Artist(s) shall be approximately 437 square feet as described **shown** more fully in Attachment 1, **as amended**, 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 City. Maintenance of the Site ("Site Maintenance") is the sole responsibility of the ~~p~~Property ~~e~~Owner. After the Final Acceptance, the County (including its Division and its Greater Fort Lauderdale Convention & Visitors Bureau and, as applicable, 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,~~ such as 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 (~~is~~ 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 community engagement activities may include ~~discussing~~ discussions with the Artist about the Artist(s)' conceptual design. The schedule for 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 City approves the County proceeding to replace the initially assigned Artist(s) which was assigned to the former County-owned location.**

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 **replacement** Artist(s). **The Notice to Proceed will be issued** 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 **City's** 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)' **original** 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 **the** 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~~ **E. Pat Larkins, the E. Pat Larkins Community** 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~~ **the Artist can proceed** 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~~ 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 **submitted** (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 **resolution or** letter, signed by the Mayor or City Manager on behalf of the City. **In the event that the City rejects the designs, the City may send a written request to County's Project Manager that the Artist re-design the Artwork up to one (1) time. Thereafter, if the City recommends rejection of the design(s), the Liaison will provide written notification to the County's Project Manager within two (2) days after such rejection and will include notification that the County may proceed to issue a notice of termination of the County's and Artist's contract if the County chooses to do so, since the City does not want to proceed any further with the project. City will also issue a notice of termination of this Agreement as provided in Section 4, "Termination."**

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 **that** 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)~~ **thirty (30)** 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 **City's requested** change of **the County's** 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 **completed** 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. **The** 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~~ **Such inspection** shall include the Artist(s) and the County's Project Manager in addition to those individuals identified **in the paragraph immediately** 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, **non-commercial**, or other purposes without prior written approval from the County's **Contract Administrator** 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's **Project Manager** to the selected Artist(s). The Contract Administrator, in his or her sole discretion, will determine when the **City's** 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.

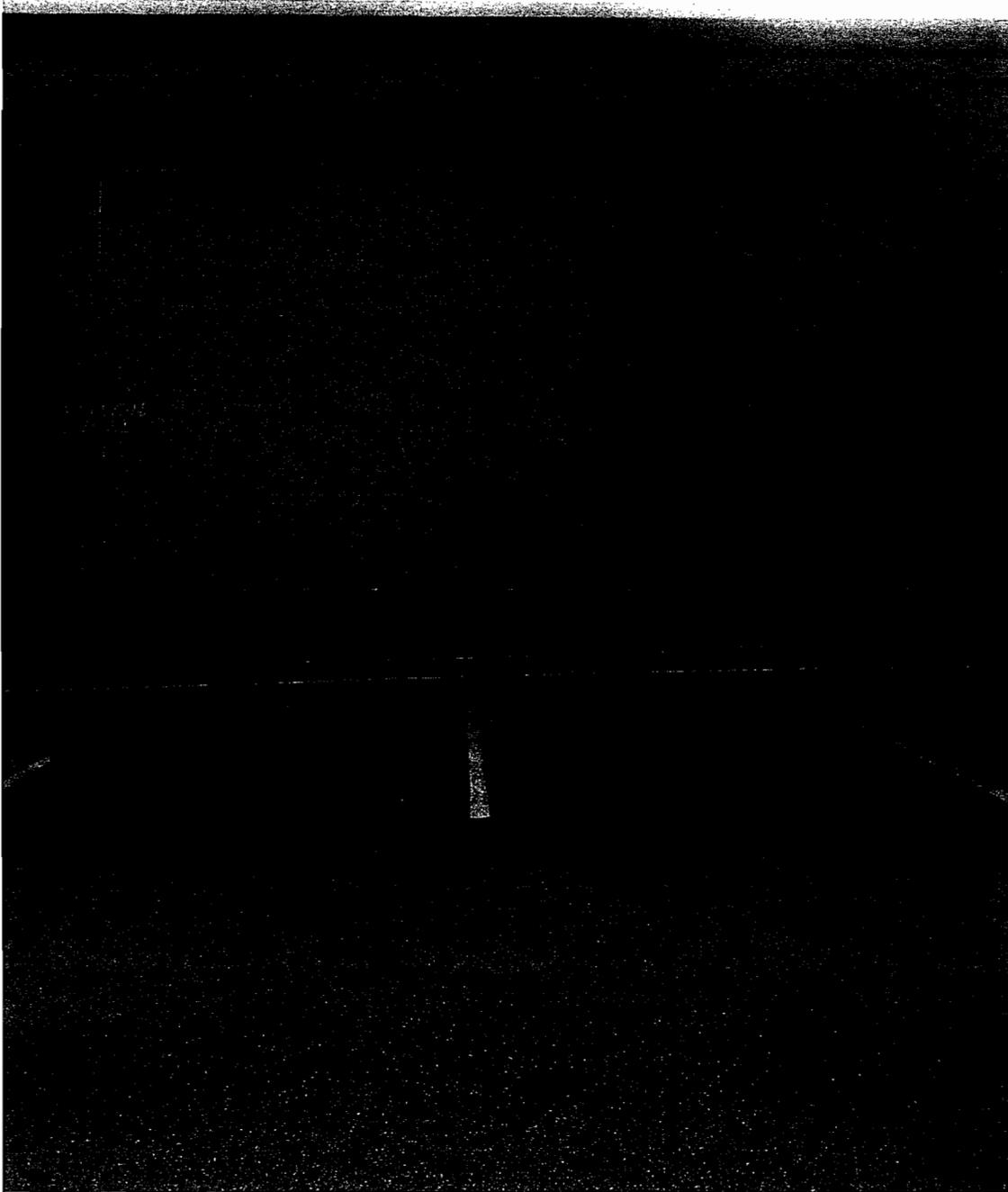
9. PAYMENTS AND SCHEDULE OF DELIVERABLES

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.)

ATTACHMENT 1, AS AMENDED, TO EXHIBIT A
(SITE)





**Pompano Beach
Public Art Committee**

City Commission Chambers
Conference Room

March 17, 2016
5:00 P.M.

MINUTES

1. VisualEYES Mural

Mr. Matthew DeSantis related to the Committee that he received an amended contract from Broward County and the City legal department will be reviewing it. It will need to be approved by the City Commission.



Pompano Beach Public Art Committee

City Commission Chambers
Conference Room

February 18, 2016
5:00 P.M.

MINUTES

1. VisualEYES Mural

Matthew DeSantis gave the Committee a brief update on the mural project. He related to them that the original artists had walked away from the project and that the Broward County Transit Division had also excused itself from the project. He related that the County has secured an alternative artist to create a mural and that the mural will be painted on the northern façade of the Pat Larkins Center. He also stated that the artist will be required to do four community engagement activities before starting the work.



Pompano Beach Public Art Committee

City Commission Chambers
Conference Room

January 28, 2016
5:00 P.M.

MINUTES

1. VisualEYES Mural

Mr. DeSantis related to the Committee that the project appears to have fallen apart, as the selected artists have walked away from the project.

Ms. Botscheller commented that she discovered that the rendering the artists submitted was lifted from a different artist.

Mr. DeSantis acknowledged that this was the case, but that the County didn't seem to express much of a problem with this since it was only submitted to portray a general theme of the mural, which would be an original work.

Mr. DeSantis related to the Board that the County still intends on funding a mural in Pompano Beach. He stated that the County does not have documentation of the engagements that the artists conducted previously for the mural, and that a new artist would need to conduct some level of community engagement on their own. He stated that the County project manager, Leslie Fordham, informed him that they already have a potential replacement artist lined up.

Mr. DeSantis asked the Committee what kind of community engagement they would like a new artist to conduct. He also asked them what alternative sites they might suggest, as the Broward Transit Division is not interested in participating with a different artist. The Committee agreed that any alternative site should also be in the Northwest area and on MLK Boulevard.

Mr. Davis stated that there are a number of other possible sites. In regards to community engagement, he suggested that Leslie Fordham or some other County representative attend a meeting of the Art and Culture Committee, which has a number of knowledgeable members.

Mr. DeSantis commented that the same recommendation panel that reviewed the submitted designs should also review designs from this new artist.

Mr. Davis suggested that Chris Mullon and Ms. Hazel Armbrister also participate on this selection committee.

Ms. Gomez recommended that the artist meet with the NW CRA as well.

Mr. DeSantis also brought to the Committee's attention that the County has expressed whether or not it would be important to the Northwest community that the artist creating this mural be African-America.

Mr. Davis responded that it should not matter the color of the artist and that the work should be granted on their talent.

The Committee discussed possible alternate locations, including the western façade of the Larkins Center along NW 6 Avenue.

Mr. Davis stated that the Committee needs to trust Staff to work with the County in order to get a mural painted, since decisions will need to be made on the fly.

MOTION by Terry Davis and second by Mimi Botscheller to empower Staff to work with Broward County in securing a mural. All voted in favor.

Pompano Beach
“VisualEYES” Northeast Transit Center Mural Recommendation Panel

Commission Chambers
Conference Room

October 13, 2015
5:00 P.M.

Minutes

A. Review of VisualEYES Mural Project

All those present briefly introduced themselves. Ms. Leslie Fordham gave the panelists a brief overview of the “VisualEYES” project. She stated that the County selected the Northwest Transit Center as a location for one of the ten murals, and that the artists selected for the project, Addonis Parker and Carla Rowe, have met with various community groups over the past few months.

At this point, both designs were presented to the panel.

Ms. Mirni Botscheller commented that while she can appreciate the complexity of design #1, that the second design would be more visible.

Ms. Jeanette Copeland stated that she liked the second design more, and that she does not understand why a bus is depicted in the ocean in the first design.

Ms. Linda Houston-Jones commented that she liked the cleanness of design #2.

Ms. Daisy Johnson stated that she liked the colors of design #2, as they are much more attractive than the first design. She also commented that Pompano is known for the beach.

Mr. Matthew DeSantis commented that the City sees a potential issue with design #1 being considered signage. Ms. Fordham stated that the County Transit Division Director has selected design #1, but that she would bring the comments and selection of this panel to his attention.

Ms. Johnson commented that she likes how the second design features the flags on the fish, and that it serves as a conversation starter.

MOTION by Mimi Botscheller and second by Daisy Johnson to rank design #2 first and design #1 second. All voted in favor.

Orig. 7

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 9th day of June, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

**CENTENNIAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF POMPAÑO 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, MAYOR + CITY MANAGER duly authorized to execute same.

COUNTY

WITNESSES:

André Morrell
Signature

ANDRÉ MORRELL

Print Name above

Maryanne Darby
Signature

MARYANNE DARBY

Print Name above

Insurance requirements
approved by Broward County
Risk Management Division

Jacqueline A. Binns 4/30/15
By Signature (Date)

Risk Management Division

Jacqueline A. Binns

Print Name and Title above

Contracts Manager

Broward County, through its
County Administrator

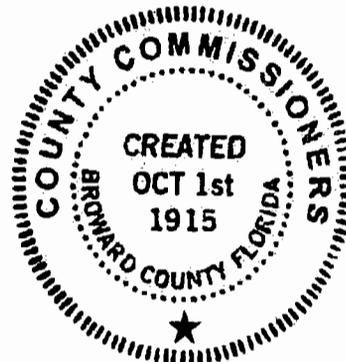
By *Bertha Henry*
Bertha Henry
County Administrator

20 day of July, 2015

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 *Andrea S. Froome* (7-1-15)
Andrea S. Froome (Date)
Senior Assistant County Attorney

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

Betty J. Moses

By: [Signature]
LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved as to Form:

[Signature]
GORDON B. LINN, CITY ATTORNEY

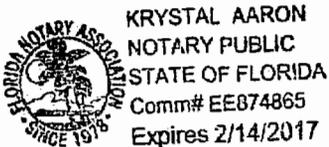
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11th day of June, 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:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Krystal Aaron
(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	\$ 500 k
	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: \$10 k	
	CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	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: