CENTENNIAL BROWARD-100 AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE BEACH FOR BROWARD-100 VISUAL EYES PROJECT

Broward County ("County"), the City of Hallandale 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").

City has committed to provide certain in-kind assistance and a location to place the artwork in conjunction with the Centennial under the terms and conditions of this Agreement as more detailed on Exhibit A, Scope of Services.

County agrees to provide certain benefits to City in consideration for City's in-kind contribution as detailed on Exhibit A.

The County Administrator has authority to enter into this Agreement as approved by the Broward County Board of County Commissioner 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. County and 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, the City's Manager, or its administrative head.

3. Compensation. City's in-kind consideration is detailed on Exhibit A. City shall enter into a separate agreement with the Florida Department of Transportation ("FDOT") for use of the Site (as defined on Exhibit A) and an in-kind consideration for City's placement of the Artwork on FDOT property in City which shall be in accordance with the terms of this section and Exhibit A.

4. Termination. This Agreement may be terminated by County upon providing written notice to 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 County Administrator on behalf of County. This Agreement may be mutually terminated by written approval of the County (through the County Administrator) and the

City (through the City Manager) if the City receives prior written notification from FDOT that the Artwork must be removed by FDOT or by the City from the Site (as defined on Exhibit A) prior to the ending date of the term stated in Section 2 (Term).

5. Public Records. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119, 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. Governmental Immunity and Insurance.

6.1 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.

6.2 Insurance. City and County shall require any contractor(s) providing any work under this Agreement, to provide the minimum insurance designated in this Article and to include: City, County, and Florida Department of Transportation as additional insureds on the contractor(s') general liability insurance policy and any excess liability insurance policy. The City's contractor(s) shall also have certain insurance coverage as shown on the attached Exhibit B as follows:

6.2.1. Commercial General Liability with minimum limits of $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement.

6.2.2. Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. Policy shall include Employer's Liability Coverage.

7. Nondiscrimination. City 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 shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.

8. 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 EACH 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.**

9. 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 Hallandale Beach
Attn: Renee C. Miller, City Manager
400 S. Federal Highway
Hallandale Beach, Florida 33009
Email address: rmiller@cohb.org
With simultaneous e-mail copy to: lwhitfield@cohb.org

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 County. The City Manager will serve as the contract representative for City.

10. 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.

11. 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 is an independent contractor under this Agreement. County, its officers, employees, or agents are not officers, employees, or agents of City under this Agreement. City, its officers, employees, or agents are not officers, employees or agents of County. City shall not have the right to bind County to any obligation not expressly stated in this Agreement. Nor does County have the right to bind City to any obligation not expressly stated in this Agreement. The parties acknowledge that there are no third party beneficiaries under this Agreement.

12. 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.

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CENTENNIAL BROWARD-100 AGREEMENT BETWEEN BROWARD COUNTY AND

CITY OF HALLANDALE BEACH FOR BROWARD-100 Visual EYES PROJECT

IN WITNESS WHEREOF, the parties have made and executed this Agreement: for Broward-100 Visual EYES Project: Broward County, signing 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 HALLANDALE BEACH, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

Signature

SUSAN SEFERIAN

Print Name above

Signature

JODI GARDNER

Print Name above

Broward County

By

Bertha Henry
County Administrator

9th day of April, 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 (4-7-15)
Andrea S. Froome (Date)
Senior Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By 4/7/15
Signature (Date)
Risk Management Division

Jacqueline A. Binns

Print Name and Title above

Risk Insurance and

Contracts Manager

ASF:dp
2015-03-13 Hallandale Beach - Broward 100 Mural.Agr#01
03/13/15
#14-110.07

COUNTY COMMISSIONERS
CREATED
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BROWARD COUNTY FLORIDA

CENTENNIAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE BEACH FOR BROWARD-100 VISUAL EYES PROJECT

CITY

CITY: CITY OF HALLANDALE BEACH

ATTEST:

Mario Bataille, CITY CLERK

By

Renee C. Miller, CITY MANAGER

Approved as to legal sufficiency and form by

V. Lynn Whitfield, CITY ATTORNEY

EXHIBIT A
SCOPE OF SERVICES

For Broward 100 Visual Eyes Project - For Agreement Between Broward County and the City of Hallandale Beach

1. PURPOSE:

City has proposed a Site (as described in Section 2 below) which is owned by the Florida Department of Transportation ("FDOT" or as the "Property Owner") for an artwork. Such site has been selected by County, through its Broward Cultural Council ("Council"), for the Broward-100 Visual Eyes Project ("Project") and includes Art of Community Initiatives ("Initiatives") which are components of the Broward 100-Celebrating the Art of Community program for Broward County's Centennial ("Centennial"). As described by the Cultural Division ("Division") and one of its Centennial's sponsors (the Community Foundation of Broward, Inc.), the Initiative seeks to use art to bridge, bond, and build communities.

City will enter into a separate agreement with FDOT in substantially the form shown in Exhibit C to use the Site for an artwork ("Artwork") installation by an artist commissioned by the County, through the Division. City will also organize and facilitate dialogues, workshops, and community meetings between the commissioned artist(s) ("Artist(s)"), the residents, and business owners of City. The City shall maintain the Artwork for a minimum of five (5) years following written final acceptance by the County's Contract Administrator.

The Art of Community Programming Committee ("ACPC") has been established by County, through its Division, to provide guidance and direction during the planning and implementation of the Initiatives. The ACPC seeks to attain three key results of engagement through the selection of the Site and the City for the project as follows: (1) People are connected through civic engagement that uses 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 for the artwork by County, through its Cultural Council, is the north and/or east and/or west facing exterior wall of roadway known as the Hallandale Beach Bridge located at Route AIA and Hallandale Beach Boulevard, Hallandale Beach, Florida 33306 ("Site"). The total wall space available to the Artist(s) shall be approximately 1,928 square feet on the west facing wall and approximately 250 square feet on the north facing wall as described more fully in Exhibit C, or as provided in the final contract approved by FDOT in an agreement with City, in substantially the form attached as the attached. City shall provide a copy of the executed contract with FDOT to the County within three (3) business days after complete execution by the parties. In the event of any proposed changes or actual changes to the Site location by

FDOT, the City shall immediately provide written notification to the County of any such proposed changes in order to allow the County to negotiate an amendment its contract with the Artist(s) if the County determines it necessary to do so. The Artist(s) will not be required to create a design for or utilize more than one (1) wall or cover more than 1,000 square feet of the available wall space.

3. BACKGROUND DESCRIPTION OF PROJECT:

County is commissioning artists to create exterior Artwork for the Broward-100 Visual Eyes project. A minimum of one Artwork 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 FDOT. The City shall attempt to obtain a commitment from FDOT to allow the Artwork to remain in place at the Site for a minimum of five (5) years commencing from the date of written Final Acceptance from the County's Contract Administrator. The Artist(s) shall provide a warranty for the Artwork for two (2) years commencing from the date of written final acceptance. All contract terms between the selected Artist(s) and the County, in substantially the form shown on the attached Exhibit D, will automatically transfer to City upon County's Contract Administrator's written final acceptance of the Artwork and the Contract Administrator providing written notice with a copy of such final acceptance to City. All references to "County" shall mean "City"; however, the indemnification, venue, and governing law provisions shall also continue to apply to County and will survive and remain in effect as between the County and the Artist. After the transfer, County (including its Division and its Greater Fort Lauderdale Convention & Visitors Bureau and the Community Foundation of Broward, Inc.) shall retain 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 9 ("Notices") shall serve as, or designate, a Division's Project Manager ("Project Manager"). 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 9 ("Notices"). 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 will be developed 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 will include presenting and discussing the Artist(s)

design), and the installation of the Artwork will be provided by County in writing (by e-mail or otherwise) to City, through its designated Liaison, and may be adjusted based on the needs of the Artist(s) with prior written approval (by e-mail or otherwise) from the Contract Administrator in his or her sole discretion. 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. City, through its designated Liaison, shall provide the Artist(s) with all requested information about the community and the Artwork's Site and shall inform the Artist(s) of any limitation, such as working hours, parking restrictions, and events taking place on or near the Site, or FDOT requirements which may impact the Artist's schedule. 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, County, through its Council in its sole discretion, will assign the selected Artist(s) to the approved Site. 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. County's determination as to replacement of the assigned Artist(s) will be final, and City will cooperate with the assigned Artist(s), including the replacement(s), if any.

The Contract Administrator will issue a 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 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:
City's Liaison is required to, and County (in its contract with the Artist(s)) 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. City's Liaison shall, and 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 County (through its Contract Administrator or Project Manager in his or her sole discretion). At such meetings, the Artist(s) can gather information and ideas from the City and community that may influence the visual content of the Artwork design; however, the final Artwork will be the Artist(s) creative concept, and neither City nor the community will have a claim to such concept except as otherwise provided in this Agreement or in the contract between the County and the Artist(s).

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, in accordance with Section 2 above, 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 City, persons residing in City, or deceased residents of City. 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. County will also require the Artist(s) to provide a copy of such authorization to the County. City shall inform the Project Manager and the Artist(s) in writing (by e-mail or otherwise), within three (3) business days of complete execution of this Agreement, of all City's policies, ordinances, or resolutions stipulating naming rights or use of images of living or deceased persons in, or on, City property, including (but not limited to) creative work of art or artworks.

County will require the Artist(s) to create two (2) artwork designs. The City, through its designated Liaison, shall, in writing (by e-mail or otherwise),within fifteen (15) business days of City Commission approval (see Section 6 below), notify the Project Manager of the design selected from the two (2) designs for implementation by the Artist(s) as approved in a letter, signed by the Mayor or City Manager on behalf of City. Following approval of the selected artwork design by the ACPC for the Artwork, City shall obtain conceptual approval of the approved design from FDOT (as stated below). City shall be responsible for drafting, creating and submitting all site plans, traffic control plans, the design speed of all adjacent roadways, City Resolutions, governing building codes, design standards and criteria, an executed Community Aesthetic Feature Agreement or other FDOT requested documents to FDOT with copies to the County's project manager. City shall work with FDOT to resolve any issues related to the design and installation of the artwork.

City will allow the County to affix County's sign to the wall at the Artwork's Site naming the Artist(s) and title of the Artwork. A Quick Response ("QR") code (that is, a machine-readable code consisting of an array of black and white squares, for reading by the camera on a smartphone with a link to the Broward 100-website) may be included in the signage at the Site. The names of the Broward County Board of County Commissioners, reference to the Broward County Board of County Commissioners, and Broward-100 sponsors may be included in the Artwork's signage.

6. DESCRIPTION OF DELIVERABLES:

- City's Liaison will meet with Artist(s) within three (3) 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.

- City shall work collaboratively with the Artist(s) to develop a Community Engagement Plan. County's Project Manager will provide the Artist's(s') draft of the Plan to the Liaison for review by City. City will review and approve in writing via e-mail or otherwise) the Plan within five (5) business days of receipt. City will not unreasonably withhold approval of the Plan. After City's approvals, the County's Project Manager will, in his or her sole discretion, approve the Artist('s)(s') Plan and provide the approved plan to City within five (5) business days along with his or her written approval. The Liaison will organize, schedule, and facilitate community meetings or dialogues in accordance with the Plan.

- County will submit two (2) Artwork design proposals and a conceptual work schedule to City's Liaison. After receipt, the City's Liaison shall present the Artist(s) conceptual Artwork to the City Commission for approval at the next regularly scheduled City Commission meeting. Upon approval the City shall submit a letter to County's Project Manager within fifteen (15) business days following receipt, signed by the City Administrator or Mayor, indicating that City agreed upon the first and second choice of the design for the Artwork. Within five (5) business days of receipt, 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 City and if so requested may be denied in the sole discretion of the Contract Administrator as identified in Section 9 ("Notices"). For the purpose 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. City shall not use any artwork design proposals from the Artist(s) for commercial or any other purpose without prior written approval from the Contract Administrator and the Artist(s) prior to the transfer of the contract between the County and the Artist(s) to the City. City shall obtain prior written approval of the Artist(s) after the transfer of such contract to City for any commercial usage or as otherwise agreed in writing at such time between City and the Artist(s).

- City's Liaison will schedule and coordinate all required reviews of the Artwork Design Proposal by FDOT, its City Commission, Planning Department, or any required City review panels and shall expedite the process to ensure the approved Artist ('s) schedule can be met for all requirements by City.

- Within five (5) business days of County's notification that the ACPC has approved the Artist(s)' design proposal and selected a design, the City will submit all required documentation to FDOT for final review and approval. City shall notify the Project Manager of FDOT's approval in writing (by e-mail or otherwise) within two (2) business days of receipt.

- City will obtain FDOT's written Notice to Proceed with the Artist(s) design proposal and shall inform the County within two (2) business days (by e-mail or otherwise) of same and simultaneously provide a copy of such Notice to Proceed to the County. City shall be responsible for notifying FDOT in writing

  (by e-mail or otherwise) a minimum of forty-eight (48) hours before the Artist(s)

begins implementation (that is applying paint to the wall) of the project. City shall provide a copy of FDOT's acknowledgement of receipt of such notice to the County within one (1) business day after receipt from FDOT.

- City, through its designated Liaison, shall ensure that affected users and service providers are notified in writing (by e-mail or otherwise) of the implementation schedule for the Artwork. Such affected users and services includes, but is not limited to, City Departments and contractors carrying out landscaping, maintenance, or repair to or around the Site, users of the roadway and adjacent property owners and others providing services to City or others using the Site. City shall be responsible for all required traffic management and diversions and for providing safety devices or personnel to divert or alert traffic of any potential hazard or obstruction created by the Artist working adjacent to the roadway and shall take all appropriate precautions to ensure the Artist(s)' safety when working at the Site.

- City and all users of the Site shall allow the Artist(s) to bring any required scaffolding, lifts, ladders, and other equipment onto the Site, provide workspace for the Artist(s) and secure storage space for the Artist's paints and materials. City shall be solely responsible for coordinating with any such third party users of the Site.

- City will provide free parking or any required parking permits for the Artist(s) while the Artist(s) is/are working at the Site.

- City will waive all City required permits and permit fees and any other City fees relating to the Artwork.

- City may contribute funds to the Project, through the Artist(s),that will be used by the Artist(s) to purchase paint with suspended metals, and City will enter into any required agreement directly with the Artist for such contribution.

- City may add lighting to highlight the Artwork at no cost to County or the Artist(s). The type, style, and location of the lighting will be selected by City in consultation with the Artist(s) and will require that City obtain the prior written approval of the Artist(s) by e-mail or otherwise prior to installation of the lighting.

- City's Liaison shall attend a Site visit scheduled by the Project Manager to evaluate the wall conditions and identify any defects in the building or obstructions to the Site such as landscaping that would prevent the Artist(s) from implementing and installing the Artwork as designed by, and as determined by, the Artist(s). The meeting may include advisors from City as determined necessary by City or County's Project Manager. The Project Manager shall provide written notification (by e-mail or otherwise to the e-mail addresses in Section 9 ("Notices")) to the Liaison and City of this meeting and any necessary corrective actions determined by the Artist and the Project Manager that will be taken by City. Such notification by the Project Manager to the Liaison and City

of the required corrective action shall be made in writing within three (3) business days following the meeting.

- City shall complete all necessary corrective actions or repairs to the wall no later than one (1) week prior to the scheduled painting commencement date.

- City shall clean the wall no earlier than two (2) weeks prior to the scheduled Artwork's painting commencement date and no later than one (1) week prior to the scheduled painting commencement date. Wall cleaning shall be in accordance with any written instructions provided to the Liaison by the Project Manager and Artist(s).

- City may provide ladders, scaffolding, and lifts to the Artist(s) if required for use while implementing and installing the Artwork.

- City will ensure that the Property Owner will allow Artist(s) to complete the Artwork in accordance with the project schedule (as adjusted from time to time) as approved by County and provided by County's Project Manager to City.

- During the implementation of the Artwork, City shall ensure accessibility to the Artwork's Site and ensure all trees, shrubs, and plantings do not obstruct the Artwork's Site and the Artist('s)(s') ability to complete the Artwork in accordance with the project schedule approved by the County.

- County will not be responsible for repairing any damage to plantings or landscaping at the Site. Any repair to said landscaping shall be the responsibility of City. City will provide written notice to the Artist(s) prior to Final Inspection (with a simultaneous copy to the Contract Administrator) of any extraordinary damage to landscaping (that is, outside of normal wear and tear) attributable to the Artist(s) accessing the Site and may negotiate appropriate fund contribution from the Artist(s) for the repair to the landscaping; however, County shall not have any responsibility for such damage. County may inform Artist(s) of such potential responsibility of Artist(s) in its contract with the Artist(s).

  Some examples of damages to landscaping include (but is not limited to) trampled lawn, plants, and shrubs).

- 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 notifying the Project Manager that all identified deficiencies and omissions have been corrected) of the completed Artwork 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 in writing (by e-mail or otherwise) that the Artwork is complete and shall include the Artist(s), County's Project Manager, and the Liaison. City, through its City Manager, will authorize its Liaison to sign the Final Completion Report or the City's Administrator or City Manager may do so. City shall obtain FDOT's acknowledgment in writing (by letter or e-mail) that the project is complete and

provide the Project Manager with FDOT's acknowledgment at the time of the Final Completion Inspection.

- The signing of County's Final Completion Report by City, through its Liaison or City's Administrator, shall serve as the City's acknowledgement of the completion and acceptance of the Artwork by City and confirmation that the City has obtain FDOT's written acceptance of the Artwork. City will take title to the Artwork upon written Final Acceptance of the Artwork by Contract Administrator, final payment by County to the Artist(s), and transfer of the contract between County and the Artist(s) to City as stated in Paragraph numbered 3 (Description of Project). After such title and contract transfer, City shall be solely responsible for maintenance, conservation, and fulfillment of all prior County obligations under the terms of the Artist(s)' contract which remains after the transfer and those that survive its expiration. Maintenance includes, but is not limited to, insuring the Artwork under City's self-insurance or commercial insurance or both and providing evidence of same by letter or otherwise in writing to County. City will provide County representatives' access to the Artwork periodically for conservation review throughout the life of the Artwork even if it survives beyond the agreed upon five-year period stated in Section 2. If, after the written Final Acceptance of the Artwork, County observes that City is not adequately maintaining the Artwork so as to retain the integrity of the artistic design, County (through its Contract Administrator or Division) may notify City in writing (by e-mail or otherwise) of such deficiency. The notice will include a condition report (that is, a report compiled by the County's Project Manager or County's consultant conservation expert indicating the conditions and areas of the Artwork that require correction) and a proposed treatment plan for correction of the deficiency. City shall resolve the issue within sixty (60) days of receipt of the notice from County of the maintenance requirement. City will be responsible for coordinating any responsibility of the Artist(s) after the transfer or the Artist(s) contract from County.

  City will not use or authorize use images of the completed Artwork for commercial or other purposes without prior written approval from the Contract Administrator and the Artist(s).

7. TIMELINE FOR COMPLETION:

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

8. ADDITIONAL SERVICES:

The County's contribution to the compensation to the Artist(s) for the project represents Twenty Four Thousand Dollars ($24,000) including Five Hundred ($500)

dollars contingency. The City will contribute, to the Artist(s)'s compensation, the amount of Seven Thousand Two Hundred ($7,200) Dollars which shall be

considered as the City's sponsorship contribution to the County towards the County's Centennial. The amount of Seven Thousand Two Hundred Dollars ($7,200) represents the amount required by the Artist(s) to complete the Artwork at the Site in excess of the County's maximum project scope of One Thousand (1,000) square feet per project, which has now been increased to Two Thousand Seventy Eight (2178) square feet as requested by the City. County will submit an acceptable invoice to the City at the address in Article 9 above, upon execution of this agreement by the Parties and City will pay the County the amount of Seven Thousand Two Hundred Dollars ($7,200) within thirty (30) days of the date of the invoice.

All media releases issued by City will name County and the Community Foundation of Broward, Inc., as the sponsors of the Artwork. County may provide City with the names of additional project sponsors including (but not limited to) the lead and presenting sponsor(s). All sponsors will be named in, but not limited to, all City media releases, brochures, web pages, and newsletters, 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. Images of the Artwork may only be used by County, including its Division, its Greater Fort Lauderdale Convention & Visitors Bureau, and the Community Foundation of Broward, Inc., for noncommercial purposes both before and after the transfer of the Artwork unless otherwise provided in the Artist(s) applicable contract. City may use images of the completed project for non-commercial purposes and shall attribute the work to the Artist(s).

Upon expiration or earlier termination of the Agreement, neither the County nor the Artist(s) shall be responsible for removing the Artwork or restoring the Site to its original condition as it was prior to the commencement of the project.

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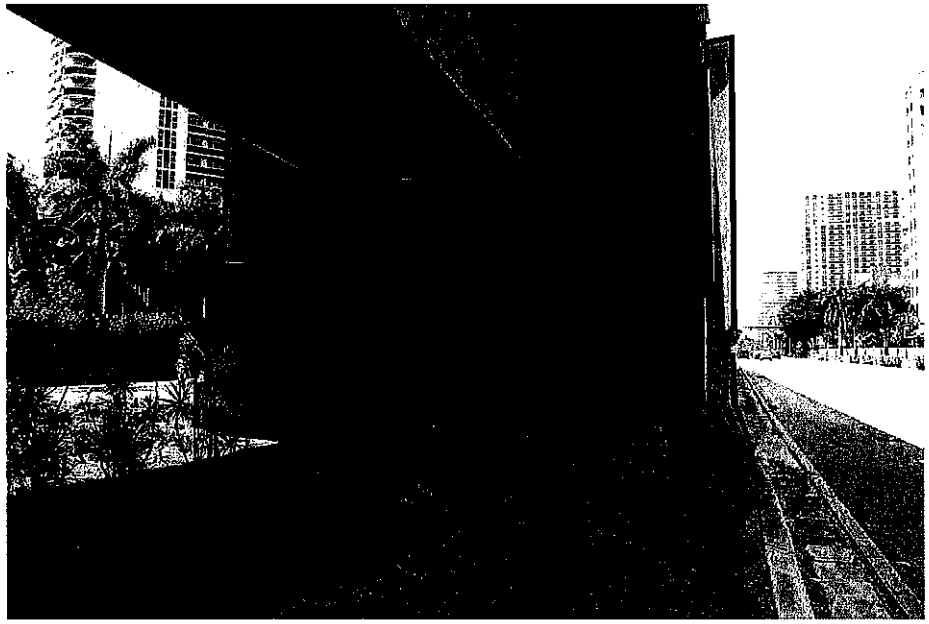
ATTACHMENT 1 TO EXHIBIT A

West facing wall



North facing wall

EXHIBIT B
Insurance Requirement Commissioned Artwork

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		Limits on Liability	
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form [x] Commercial General Liability [ ] Premises–Operations [ ] XCU Explosion/Collapse/Underground [ ] Products/Completed Operations Hazard [ ] Contractual Insurance [ ] Broad Form Property Damage [ ] Independent Contractors [ ] Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	**$ 1 mil**	**$ 1 mil**
	Personal Injury		
AUTO LIABILITY [ ] Comprehensive Form [ ] Owned [ ] Hired [ ] Non-owned [ ] Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined		
EXCESS LIABILITY [ ] Umbrella Form [ ] Other than Umbrella Form	Bodily Injury and Property Damage Combined		
[x] **WORKER'S COMPENSATION** If exempt: Provide State Exemption Certificate, or letter on company letterhead stating the reason for exemption.	(each accident)	STATUTORY	
[x] **EMPLOYER'S LIABILITY**		**$ 100 k**	
[ ] **PROFESSIONAL LIABILITY**	Claims-made form w/ Extended Reporting Period of Deductible not to exceed: $		
[ ] **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**
[ ] 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" must be certificate holder and endorsed as an additional insured for general liability, excess liability. Project name: Broward 100 Hallandale 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:

Certificate Holder:
Broward County
115 South Andrews Avenue #210
Fort Lauderdale, FL 33301

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Section No._____CAFA No. _____

This Community Aesthetic Feature Agreement ("Agreement") is entered into this_____day of_____, between the State of Florida, Department of Transportation ("FDOT") and _____ ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from FDOT to install a [**CHOOSE ONE**: ☐Public Art – Standalone, ☐Public Art – Add On/affixed, ☐Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at _____in_____County, Florida ("Project").

B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through_____, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within _____(_____) days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE**: ☐Public Art – Standalone, ☐Public Art – Add On/affixed, ☐Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at _____. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the

integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager,_____, at (_____)_____-_____or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.

g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans,

the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficieny(ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:

_____

_____

_____

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $_____.

n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. <u>INDEMNITY AND INSURANCE.</u>

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

Section No._____CAFA No. _____

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT_____PROGRAM MANAGER

_____

_____

Phone: _____

Fax: _____

_____COUNTY [OR CITY], FLORIDA

_____

_____

_____

Phone: _____

Fax: _____

7. TERMINATION OF AGREEMENT. FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any

and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or

remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

EXHIBIT C - PAGE 7

Section No._____CAFA No. _____

AGENCY

_____

_____

By: _____

Print Name: _____

Title: _____

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____
City or County Attorney

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: _____

Title: _____

Date: _____

Legal Review:

_____

Section No._____CAFA No. _____

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

[Provide a description of the improvements proposed within FDOT right-of-way]

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by_____, P.E./R.L.A./Architect and dated_____. Any revisions to these plans must be approved by FDOT in writing.

Section No._____CAFA No. _____

EXHIBIT "B"

SPECIAL PROVISIONS

Section No._____CAFA No. _____

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No._____CAFA No. _____

EXHIBIT "D"

AGENCY RESOLUTION

Section No._____CAFA No. _____

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of_____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

Exhibit D

AGREEMENT BETWEEN BROWARD COUNTY AND EDUARDO MENDIETA FOR COMMISSIONED ARTWORK IN HALLANDALE BEACH FOR BROWARD-100

This Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Eduardo Mendieta, an individual ("Artist(s)") (collectively, the "Parties").

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

ARTICLE 1. DEFINITIONS

1.1 **Artwork**. The physical artistic expression including the fabrication, construction, installation, and integration of the Design Proposal, including all labor, materials, equipment, and services provided, or to be provided, by Artist(s) to fulfill Artist(s)'s obligations under this Agreement.

1.2 **Board**. The Board of County Commissioners of Broward County, Florida.

1.3 **Committee**. County's Public Art and Design Committee.

1.4 **Contract Administrator**. The Director of County's Cultural Division or any individual authorized to act in that capacity. In the administration of this Agreement, all Parties may rely on the written instructions or determinations of the Contract Administrator, provided such instructions and determinations do not change the Scope of Services.

1.5 **Council**. The Broward Cultural Council.

1.6 **Duane Hanson Allied Artist or Allied Artist**. An apprentice artist who assists Artist in a scope determined by Artist and who is paid solely by Artist.

1.7 **Final Acceptance**. The County's written acceptance of the Artwork in its final form.

1.8 **Notice to Proceed**. A written document issued by the Contract Administrator authorizing Artist(s) to begin a particular phase of the Project.

1.9 **Project**. The project into which the Artwork will be integrated as described in this Agreement.

1.10 **Site**. The location where the Artwork is to be installed.

Exhibit D

1.11 **Work**. The Work includes all other labor, materials, equipment, and services provided or to be provided by Artist(s) to fulfill Artist(s)'s obligations under this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Cataloging Form
Exhibit D	Insurance Certificate
Exhibit E	Local Economic Impact Survey
Exhibit F	Site for Artwork
Exhibit G	Certification of Payments to Subcontractors and Suppliers
Exhibit H	Proposed Agreement between County and City of Hallandale Beach for Broward-100

If there is a conflict or inconsistency between any provision contained in Articles 1 - 12 and any provision contained in any of the Exhibits, the provision of Articles 1 - 12 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES

3.1 General. Artist(s) shall perform all work specified in the Agreement, inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Artist(s) includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the Artwork or Scope of Services that exclusion thereof would render Artist(s)'s performance impractical, illogical, or unconscionable.

3.1.1 Unless otherwise set forth in the Scope of Services, Artist(s) shall perform all services and furnish all supplies, materials and equipment for the design, execution, and fabrication of the Artwork; pay all necessary taxes, insurance, and consultants; purchase all supplies, materials, tools, equipment, lighting requirements and all other items incidental to producing the Artwork; and transport and install the Artwork at the Site.

3.1.2 Artist(s) shall be responsible for the quality and completion of the services within the time frame stated in Exhibit A. Artist(s) shall, without additional compensation, correct any errors, omissions, or other deficiencies in the Artwork identified by the Contract Administrator prior to Final Acceptance.

3.1.3 The personal skill, judgment, and creativity of Artist Eduardo Mendieta are essential elements of the Artwork. Artist(s) may employ qualified personnel to work under Artist(s)'s supervision, but Artist(s) shall not assign, transfer, or subcontract the creative and artistic portions of the Artwork to another party without the prior written

approval of the Contract Administrator. Failure to comply with this provision shall constitute a material breach of contract permitting termination by County.

3.1.4 Artist(s) shall perform the work in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature.

3.1.5 All work performed by Artist(s) under this Agreement shall comply with all applicable laws, ordinances, codes and regulations. Artist(s) shall, at the sole expense of Artist(s), secure the services of an appropriately licensed general contractor, subcontractor, engineer, and/or any other professional(s) as necessary in order to obtain all licenses and approvals required to perform under this Agreement.

3.1.6 Artist(s) shall not issue any public information releases through any media, including social media, regarding the services performed pursuant to this Agreement without prior written approval of the Contract Administrator

3.1.7 If the Project budget exceeds One Hundred Thousand Dollars ($100,000.00) or if the Project budget is increased after execution of this Agreement to exceed One Hundred Thousand Dollars ($100,000.00) for an integrated Artwork, the Parties may execute an Artistic Services Agreement to replace and supersede this Agreement.

3.2 Performance.

3.2.1 After a Notice to Proceed is issued by County, Artist(s) shall perform the obligations set forth in the Agreement corresponding to the phase addressed in the Notice to Proceed.

3.2.2 In the event the Artist(s) is unable to perform Artist(s)'s obligations under the Agreement within the time specified in the Notice to Proceed due to Artist(s)'s death, physical or mental incapacity, or other circumstances beyond Artist(s)'s control as determined by the Contract Administrator, County may proceed with completion of the Artwork with Artist(s)'s agents, successors or assigns, to the extent permitted under applicable law, or County at its sole option may terminate this Agreement for cause.

3.2.3 In the event Artist(s) is unavailable for an extended period of time (as determined by the Contract Administrator), the Artist(s) shall provide another individual with similar or greater skills to perform the services within the applicable time period ("Substitute Artist(s)"). The Substitute Artist(s) must be approved by the Contract Administrator before performing any work pursuant to this Agreement. If the Artist(s) fails to provide a Substitute Artist(s) acceptable to County, the Contract Administrator may terminate the Agreement for cause with no further obligation to Artist(s) and may place Artist(s) on a list prohibiting Artist(s) from applying for County contracts and grants for a period of 2 years from the date of such failure.

Exhibit D

3.3 Design. Artist(s) shall revise and finalize the Design Proposal consistent with this section, the Scope of Services, and as may be directed by the Contract Administrator. For purposes of this Agreement, "Design Proposal" means Artist's proposal for Artwork for the specific Site designated in Exhibit F.

3.3.1. The Design Proposal shall set forth in detail the artistic expression, scope, design, color, size, material, texture, and location of the Artwork on the Site. The Design Proposal shall include a proposed budget including, but not limited to, all costs for execution, fabrication, transportation, delivery, all necessary permits unless expressly stated otherwise herein, installation, insurance, consultant and professional services fees, engineering, Allied Artist(s) payments, shop drawings, materials, cost of a subcontractor bond if applicable, and contingencies. The Design Proposal shall also include a statement that the Artist(s) has inspected the Site and determined that the Site is suitable for the Artwork. The Design Proposal shall also include a schedule for completion of the Artwork.

3.3.2. County may require Artist(s) to make revisions to any aspect of the Design Proposal, and any such revisions shall be made at the expense of Artist(s).

3.3.3. Artist(s) shall inspect the Site with County to verify that the existing Site conditions, dimensions, and substrates will support installation of the Artwork. Within fourteen (14) calendar days of the inspection, Artist(s) shall notify the Contract Administrator in writing of any Site condition that would render the Site unsuitable for the Artwork.

3.3.4. Upon submission of the revised Design Proposal by Artist(s) consistent with this Section 3.3 and receipt of written approval by the Contract Administrator, the Design Proposal shall constitute the "Final Design" and will be incorporated in the Scope of Services.

3.4 Fabrication and Storage. Artist(s) shall complete the fabrication, transportation, and installation of the Artwork in conformity with the Design Proposal. Artist(s) is solely responsible for Artwork storage pending delivery to the Site unless the Contract Administrator, at his or her sole discretion, determines in writing that County will store the Artwork.

3.5 Delivery. After fabrication is completed and Artist(s) has received any applicable permits, other jurisdictional approval(s), and written approval from the Contract Administrator, Artist(s) shall deliver the Artwork to the Site. Artist(s) shall coordinate access to the Site for Artwork delivery with Contract Administrator.

3.6 Installation. Artist(s) shall install the Artwork in accordance with the Scope of Services. To the extent applicable, Artist(s) shall cooperate with County's general contractor and third Parties at the Site to oversee the installation of the Artwork.

a. Artist(s) shall have an ongoing obligation to report any discrepancy or defect at the Site which hinders or impairs the installation of the Artwork. Artist(s) shall report any discrepancy or defect to County in writing within three (3) calendar days of the time Artist(s) knew or should have known of the defect, and shall cease installation of the Artwork until written notice from the Contract Administrator that installation should resume. Failure of Artist(s) to timely report any apparent discrepancy or defect in writing to the County shall waive any related objection Artist(s) has to the installation, and Artist(s) shall be solely responsible for any expenses associated with remedying any discrepancy or defect that hinders or impairs installation or damages the Artwork.

b. Artist(s) shall work in a manner and time so as not to interfere with any of the operations, construction, or maintenance of County or its agents. The Parties agree that Contract Administrator shall have the authority to resolve any scheduling conflicts between County's general contractor, County, or Artist(s), and such resolution shall be binding on the Parties.

c. Artist(s) shall, when working on County property or at the Site, keep the premises free from waste materials and rubbish. At the completion of the Artwork, Artist(s) shall, at Artist(s)'s expense, remove any waste materials, rubbish, tools, equipment, machinery, and surplus materials from the Site attributable to the Artist(s) or Artwork. Contract Administrator may withhold final compensation until receipt of any necessary clean-up payment from Artist(s), deduct the clean-up charge from final payment to Artist(s), or charge the applicable cost of the cleanup to Artist(s).

3.7 Post Installation, Title, and Risk of Loss: Title to the Artwork passes to the City of Hallandale Beach upon Final Acceptance in accordance with Exhibit H. Upon transfer of title, County shall be responsible for any and all subsequent damage to the Artwork except damage caused by Artist(s) or Artist(s)'s subcontractors or agents. At any time prior to title transfer, all risk of destruction or damage to the Artwork, or any part thereof, from any cause whatsoever shall be borne by Artist(s). Artist(s) shall, at Artist(s)'s sole expense, fully repair and restore the Artwork as to any destruction or damage that occurs before title has transferred from the Artist(s) to the County.

3.8 Bond. County may, in its discretion, require Artist(s) to provide a performance and payment bond, in which event the amount shall be set forth in Exhibit B and the performance bond shall be provided by Artist(s) within ten (10) days of the Effective Date. If Artist(s) subcontracts construction work for the Project in an amount exceeding Two Hundred Thousand dollars ($200,000.00), Artist(s) shall require Artist(s)'s subcontractor to provide a performance and payment bond in a form required by County prior to the Contract Administrator's issuance of Notice to Proceed for Phase II.

3.9 Third-Party Integration. If Artist(s)'s services are combined or coordinated by County with services by third Parties not in privity or within the control of Artist(s), Artist(s) shall not be

responsible for such third party services except to the extent expressly set forth in the Scope of Services.

3.10 Change to Scope. Any change to the Scope of Services shall be accomplished only by a written amendment signed by the Parties. If Artist(s) determines that a proposed change will require a change in the costs or the schedule, Artist(s) shall advise County in writing within ten (10) calendar days of such determination. Artist(s) shall furnish County with an itemized estimate of any adjustments to the costs or the schedule resulting from the proposed change. Artist(s) must receive the written approval of Contract Administrator prior to Artist(s) taking any action on a proposed change. During negotiations for a proposed change, Artist(s) shall continue performance of this Agreement other than the terms and conditions to be addressed in the proposed change amendment, unless otherwise directed by County.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. This Agreement shall become effective upon execution by the Parties (the "Effective Date") and shall end on January 31, 2016, subject to earlier termination as provided herein. The County Administrator is authorized to execute amendment(s) with Artist(s) to extend the term of this Agreement.

4.2 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.3 Notice to Proceed. Artist(s) shall commence each Phase of the Artwork within the time period stated in the specific Notice to Proceed. All duties, obligations, and responsibilities of Artist(s) required for each Phase shall be completed by the deadline set forth in the Notice to Proceed or otherwise set forth in writing by the Contract Administrator.

4.4 Delay. Artist(s) shall notify County in writing whenever a delay is anticipated or experienced and set forth all facts and details related to the delay. The Contract Administrator may grant Artist(s) an extension of time if Contract Administrator deems it appropriate in the sole discretion of the Contract Administrator. Failure to fulfill Artist(s)'s contractual obligations due to reasons beyond Artist(s)'s control as determined by the Contract Administrator in his/her sole discretion will not constitute a breach of contract, provided that such obligations shall be suspended only for the duration approved in writing by the Contract Administrator.

4.5 Extensions. Any extension of time shall be granted by County's Contract Administrator in writing and signed by Artist(s) and the Contract Administrator.

4.6 Time is of the Essence. Time is of the essence for all performance required under this Agreement.

Exhibit D

ARTICLE 5. COMPENSATION

5.1 County agrees to pay Artist(s) a maximum not-to-exceed amount of Thirty Thousand Seven Hundred Dollars ($30,700.00) pursuant to the terms of this Agreement, including the Seven Thousand Two Hundred Dollars ($7,200.00) referenced in Section 17 of Exhibit A that will paid to the County by the City. This amount is the maximum amount payable and constitutes a limitation upon County's obligation to compensate Artist(s) for Artist(s)'s services and expenses related to this Agreement except as expressly set forth in Section 5.2. All payment shall be made only for work actually performed and completed pursuant to this Agreement and in accordance with the Payment Schedule set forth in Exhibit B, which amount shall be accepted by Artist(s) as full compensation for all such work. These maximum amounts do not constitute a limitation of any sort upon Artist(s)'s obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Artist(s) shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 Artist(s) has agreed to fully perform the Scope of Services set forth in this Agreement for the maximum not-to-exceed amounts set forth in Section 5.1. However, unforeseen costs beyond the control of Artist(s) (excluding expenses Artist(s) reasonably should have contemplated) may adversely affect Artist(s)'s costs for Phase II services. Therefore, County has set aside a separate additional Contingency Reserve amount of up to Five Hundred Dollars ($500.00) (in no event exceeding ten percent (10%) of the total compensation provided in Section 5.1) not included in the amounts stated in Section 5.1, which may be paid to Artist(s), in whole or in part, at the sole discretion of Contract Administrator. Any request by Artist(s) for payment from the Contingency Reserve must be accompanied by documentation that the contingency amount(s) set aside in Artist(s)'s design proposal budget for Phase II have already been consumed. Any payment from the Contingency Reserve shall be made only after approval by the County Administrator upon receipt of written recommendation from the Contract Administrator certifying the basis for the contingency payment and the recommended amount of additional payment. If the requested Contingency Reserve payment regards a change in scope, a written amendment to the Agreement shall be required.

5.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective Artwork that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by Artist(s). When the above reasons for withholding payment are removed or resolved in a manner satisfactory to Contract Administrator, payment may be made to Artist(s). The amount withheld pursuant to this provision shall not be subject to payment of interest by County.

5.4 <u>METHOD OF BILLING AND PAYMENT</u>

5.4.1 Artist(s) may submit invoices only for goods and services that have been completed and in accordance with the Payment Schedule set forth in Exhibit B. An original plus one copy of each invoice must be submitted within fifteen (15) days after

the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed.

5.4.2 County shall pay Artist(s) within thirty (30) calendar days of receipt of Artist(s)'s proper invoice statement by County's chief disbursement officer after any required approvals, as required by the "Broward County Prompt Payment Ordinance" (Section 1-51.6 of the Broward County Code of Ordinances). To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Artist(s)'s failure to comply with any term, condition, or requirement of this Agreement. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.5 Payment will be made to Artist at:

Eduardo Mendieta
329 Bayside Road
Palm Springs, FL 33461
(561) 755-2316

Artist(s) shall provide its federal identification number on the form provided by County's Contract Administrator within five (5) days of the Effective Date.

5.6 Travel. With respect to travel costs and travel-related expenses, Artist(s) agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

ARTICLE 6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnification. Artist(s) shall be fully liable for the actions of its current and former officers, employees, subcontractors and other agents under this Agreement. Artist(s) shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, employees and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Artist(s) or any current or former officer, employee, subcontractor or other agent of Artist(s), arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Artist(s) shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel satisfactory to County or, at County's option, pay for an attorney selected by the County

Attorney to defend the Indemnified Party. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Attorney, in his or her reasonable discretion, any sums due to Artist(s) under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been resolved. Any sums so withheld shall not be subject to the payment of interest by County.

6.2 Limitation of Liability. Neither Artist(s) nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) $100,000.00; (b) twice the maximum compensation amount specified in section 5.1 above; or (c) the amount of insurance Artist(s) is required to provide under Article 7 below. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to any Claim resulting from an actual or alleged infringement of any interest in any intellectual property or any indemnification obligation under this Agreement.

ARTICLE 7. INSURANCE

7.1 Artist(s) shall maintain at Artist(s)'s sole expense, on a primary basis, at all times during the term of this Agreement (unless expressly stated otherwise herein), at least the minimum insurance coverage designated in Exhibit D in accordance with the terms and conditions stated in this Article.

7.2 Artist(s) shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declarations pages, or insurance policies at least ten (10) calendar days prior to commencing services on the Project Site or other County property. Artist(s) may commence services on the Project Site or other County property only after the Contract Administrator acknowledges in writing that the insurance has been accepted by County's Risk Management Division. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this Agreement without any liability to Artist(s).

7.3 County's Risk Management Division may authorize the suspension of the insurance coverage during prolonged delays in the Project attributable to County if such suspension of insurance does not jeopardize County's interests. The suspension shall be authorized in writing by the County's Risk Management Division and shall specify an ending date or event at which time Artist(s) shall resume coverage and furnish proof of insurance to County's Contract Administrator. Artist(s) shall not resume work on the Project before County's Risk Management Division accepts in writing documentation of the renewed insurance. County's Risk Management Division reserves the right in its sole discretion to approve the suspension of insurance.

7.4 Artist(s) agrees to list County as an additional insured under Artist(s)'s commercial liability insurance policy and any excess liability insurance policy. The listed certificate holder on these policies shall be "Broward County."

7.5 All insurance policies required under this Article must expressly provide County with at least thirty (30) days' prior written notice of expiration, cancellation, or restriction of coverage. Artist(s) shall provide certified copies of any policy to County upon County's request.

7.6 If Artist(s) subcontracts any work under this Agreement, Artist(s) shall ensure that each subcontractor names County as an additional insured under the subcontractor's general liability insurance policy and any excess liability insurance policy.

ARTICLE 8. TERMINATION

8.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board or County Administrator upon providing written notice to Artist(s) of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

8.2 County may terminate this Agreement if Artist(s) is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Artist(s) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Artist(s) has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

8.4 In the event this Agreement is terminated for convenience by County, Artist(s) shall be paid for any goods or services properly provided under the Agreement through the termination date specified in the written notice of termination. Artist(s) acknowledges that Artist(s) has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by Artist(s), for County's right to terminate this Agreement for convenience and Artist(s) hereby waives any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

8.5 In the event this Agreement is terminated for any reason, any amounts due Artist(s) shall be withheld by County until all documents are provided to County pursuant to the "Rights in Documents and Work" section of this Agreement.

8.6 Artist(s) represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Artist(s), upon learning that such representation is false or if Artist(s) or any of Artist(s)'s affiliates is placed on the discriminatory vendor list.

ARTICLE 9. WARRANTIES/STANDARDS

9.1 Original Art. Artist(s) warrants that the design or Artwork being commissioned is the original product of Artist(s)'s own creative efforts, and, unless otherwise expressly stated herein, the Artwork is original and is a single edition.

9.2 Warranty of Quality. Artist(s) warrants that the Artwork shall be free of defects in material and quality of work, including without limitation any defects consisting of "inherent vice" or qualities accelerating the deterioration of the Artwork, and that Artist(s) shall correct, at Artist(s)'s expense, any such defects which appear within a period of two (2) years from Final Acceptance of the Artwork.

9.3 Sale or Reproduction. Artist(s) represents and warrants that Artist(s) shall not sell or reproduce the Artwork or allow others to do so without the prior written approval of County. For the purposes of this Agreement, the Artwork is considered "reproduced" if the dimensions of another work exceed seventy-five percent (75%) of the dimensions of the commissioned Artwork. For purposes of this section, "dimensions" shall include, but not be limited to, sound, light, and other expressions not captured in a two or three dimensional physical object. This covenant shall continue in effect for a period consisting of the life of Artist(s) plus fifty (50) years and shall be binding on Artist(s)'s successors, heirs and assigns.

9.4 Materials. Artist(s) warrants to County that all materials used will be new unless otherwise specified and that all services will conform in all ways with the Agreement. Artist(s) shall deliver the Artwork to County free and clear of any liens.

9.5 Intellectual Property Warranty. Artist(s) warrants that the Artwork will not infringe upon or violate any license, copyright law, patent law, trade secret law, trademark law, moral rights law, semiconductor chip protection law, unfair competition law, proprietary information, non-disclosure, intellectual property or other right of any third party, or infringe upon or violate any right of privacy, or contain libelous material. Artist(s) warrants that the Artwork complies with all applicable patent, trademark and copyright laws, rules, regulations, and codes. Artist(s) further agrees that the Artwork shall not utilize any protected patent, trademark or copyright unless Artist(s) has obtained all necessary permission and authority and provides documentation of same to County. If Artist(s) uses any protected material, process or

procedure in connection with the Artwork, Artist(s) shall disclose such patent, trademark or copyright in the construction drawings and technical specifications.

9.6 Warranty of Authorization. Artist(s) represents that Artist(s) possesses full power to enter into this Agreement and to convey the rights herein granted to County without the consent of any third party.

ARTICLE 10. RIGHTS IN ARTWORK

10.1 The provisions of this Agreement shall control over the provisions of 17 U.S.C. § 106A and shall constitute a waiver by Artist(s) of any rights in the Artwork set out in or otherwise granted by the Visual Artists Rights Act of 1990, 17 U.S.C. § 106A. If there is a conflict or inconsistency between any provision contained in this Agreement and any provision contained in any provision of domestic or international law, including without limitation the European Union law, Artist(s) understands and agrees that the provisions of this Agreement shall control and shall constitute a waiver by Artist(s) of any rights in the Artwork set out in or otherwise granted by laws of other jurisdictions addressing Artist(s)'s rights in the Artwork.

10.2 Artwork may become an integral part to the architecture of the applicable building, structure, or site, and installation and integration of the Artwork may subject the Artwork to future removal, destruction, or other modifications including, without limitation, in connection with the renovation, destruction, or redevelopment of the applicable building, structure, or site or change of use. Artist(s) consents to the incorporation of the Artwork into the building or structure or at the site, and waives any rights in the Artwork granted by 17 U.S.C. § 106A or any other applicable law.

10.3 All other rights in and to the Artwork, including, but not limited to, all rights in the nature of "Droit Moral" relating to any continuing interest Artist(s) may otherwise have in the maintenance or modification of the Artwork, are expressly waived by Artist(s) and, insofar as such rights are transferable, are assigned to County.

10.4 County has an unlimited, perpetual, and irrevocable right to use or reproduce the Artwork in any non-commercial manner or media whatsoever, including without limitation to prepare derivative works based upon the Artwork, and to distribute copies of the Artwork.

10.5 County shall make a reasonable effort to notify Artist(s) of any proposed action that will remove, destroy, or otherwise modify the Artwork by providing notice to Artist(s) in accordance with the "Notices" section of this Agreement, including, if applicable, notice of any planned Deaccession. Any lack of notice to Artist(s) shall not impede County's ability to proceed with any modification, repair, or removal.

ARTICLE 11. ADDITIONAL RIGHTS AND WAIVER

11.1 County shall, at its expense, prepare and install a plaque or sign identifying Artist(s), the title of the Artwork, and the year of completion, and shall maintain such identifying plaque in

good condition and repair. All references to and all reproductions of the Artwork by County shall credit Artist(s). If County significantly modifies the Artwork after Final Acceptance, Artist(s) may request removal of Artist(s)'s name from the Artwork, in which even the Artist(s)'s name shall be removed.

11.2 If County chooses to remove the Artwork from its collection ("Deaccession"), County will notify Artist(s) in writing. Artist(s) will have the option to purchase the Artwork from County at a price set by a professional appraiser selected and paid for by County within forty-five (45) calendar days of the written notice from County. If Artist(s) purchases the Artwork, removal of the Artwork shall be at Artist(s)'s sole expense. If Artist(s) does not exercise this option, County may dispose of the Artwork in accordance with its Deaccession policy.

11.3 Artist(s) may be given the right of first refusal to perform repairs or restoration. If the Parties cannot agree on repair services or Artist(s) is unable or unwilling to perform any necessary repairs on terms acceptable to County, or County cannot locate Artist(s), County may have such work performed at County's own expense in accordance with recognized principles of repair, restoration or conservation.

ARTICLE 12. MISCELLANEOUS

12.1 Rights In Documents And Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Artist(s) hereby grants to County a non-exclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Artist(s), whether finished or unfinished, shall become the property of County and shall be delivered by Artist(s) to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

12.2 Audit Right and Retention Of Records. Artist(s) shall, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this section.

12.2.1 County shall have the right to audit the books, records, and accounts of Artist(s) and its subcontractors that are related to this Agreement. Artist(s) and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Artist(s) and its subcontractors shall preserve and make available at reasonable times, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable

retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

12.2.2 To the extent Artist(s) is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, the Artist(s) 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 Artist(s) 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 Artist(s) to comply with the provisions of this Subsection 12.2.2 shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

12.3 Equal Employment Opportunity Compliance. Provider 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. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.

12.4 Public Entity Crimes Act. Artist(s) represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Artist(s) further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the

amount of money involved or whethe r Artist(s) has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Artist(s) under this Agreement.

12.5 Independent Contractor. Artist(s) is an independent contractor under this Agreement. Artist(s) shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.6 Third Party Beneficiaries. The Parties acknowledge that there are no third party beneficiaries to this Agreement.

12.7 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.

FOR BROWARD COUNTY:
Broward County
Attn: Broward Cultural Division
100 S. Andrews Avenue, 6th floor
Fort Lauderdale, FL 33301-1829
Email Address: ebosworth@broward.org
With simultaneous copy of e-mail to: lfordham@broward.org

WITH SIMULTANEOUS COPY TO CITY OF HALLANDALE BEACH:
City of Halladale Beach
Attn: City Manager
400 South Federal Highway
Hallandale Beach, FL 33009
Email Address: rmiller@cohb.org

FOR ARTIST:
Eduardo Mendieta
329 Bayside Road
Palm Springs, FL 33461
Email Address: emcfl73@gmail.com

12.8 Assignment and Performance. Except for subcontracting approved by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Artist(s) without the prior written consent of County. If Artist(s) violates this provision, County shall have the right to immediately terminate this Agreement. Artist(s) represents that each person and entity that will provide services under this Agreement is duly

qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Artist(s) agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

12.9 Conflicts. Artist(s) agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Artist(s)'s loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Artist(s) further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Artist(s) is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Artist(s) or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Artist(s) agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

12.10 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

12.11 Compliance with Laws. Artist(s) shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

12.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

12.14 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

12.15 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, ARTIST(S) 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.**

12.16 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party.

12.17 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.18 Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits hereto, are also incorporated into and made a part of this Agreement.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to Artist(s) for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Artist(s) waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If, for whatever reason, Section 12.19.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

12.20 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly

authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.21 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.22 Survival. The following provisions shall survive the expiration or earlier termination of this Agreement: Article 6, "Indemnification and Limitation of Liability"; Article 9, "Warranties/Standards"; Article 11, "Additional Rights and Waiver"; Section 12.1, "Rights in Documents and Work"; Section 12.2, "Audit Right and Retention Of Records"; Section 12.15, "Governing Law, Venue, and Waiver of Jury Trial"; Section 12.19, "Payable Interest"; and this Section 12.22, "Survival."

12.23 Truth-In-Negotiation Representation. If Artist(s)'s compensation under this Agreement is based on wage rates or other unit costs supplied to County by Artist(s), Artist(s) represents that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12.24 Domestic Partnership. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Artist(s) agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Artist(s) fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

12.25 Drug Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Artist(s) shall serve as Artist(s)'s required certification that it has or will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward

County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

12.26 Contingency Fee Arrangement. Artist(s) represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Artist(s), any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any liability to Artist(s). Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Artist(s) under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

12.27 Living Wage Requirement. If Artist(s) is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Ordinance No. 2008-45, Artist(s) agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Artist(s) shall fully comply with the requirements of such ordinance. Artist(s) shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

12.28 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. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

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Exhibit D

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for Commissioned Artwork In Hallandale Beach for Broward-100: 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 Artist, Eduardo Mendieta, duly authorized to execute same.

COUNTY

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By_____
County Administrator

____ day of _____, 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 (Date)
Senior Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By:_____
Signature (Date)

_____
Print Name and Title above

ASF:dp
03/06/15
2015-03-06 Mendieta Broward 100.Agr01
#15-110

Exhibit D

AGREEMENT BETWEEN BROWARD COUNTY AND EDUARDO MENDIETA FOR COMMISSIONED | ARTWORK IN HALLANDALE BEACH FOR BROWARD-100

ARTIST

WITNESSES:

_____
Signature

_____
Print Name of Witness above

_____
Signature

_____
Print Name of Witness above

Eduardo Mendieta

By: _____
Authorized Signor

_____
Print Name and Title

_____ day of _____, 2015

ATTEST:

_____
Corporate Secretary

(SEAL OR NOTARY)

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Exhibit D

EXHIBIT A
SCOPE OF SERVICES

FOR AGREEMENT FOR COMMISSIONED ARTWORK
IN HALLANDALE BEACH FOR BROWARD-100

1. **PURPOSE:**
Artist(s) will conduct community engagement activities for the Broward 100 VisualEYES project ("Project"), and design and execute an artwork in the City of Hallandale Beach (as described in Section 2 below). The County seeks to attain three key results of engagement commencing upon execution of an agreement between the selected Artist(s) and the County and Notice to Proceed by the Contract Administrator as follows: 1) People are connected through civic engagement that uses the arts to reach common goals; 2) Community problems are solved collaboratively using the arts to bridge different sectors; 3) The arts are recognized as essential to a strong community.

2. **LOCATION:**
The site selected for the artwork by the County through its Cultural Council as recommended by the Art of Community Programming Committee (ACPC) for Broward 100 VisualEYES project is in the City of Hallandale Beach ("City"), in Florida. The site ("Site") is the north and west facing exterior wall of the roadway known as the Hallandale Beach Bridge located at Route AIA and Hallandale Beach Boulevard, Hallandale Beach, Florida 33306 owned by the Florida Department of Transportation. The total wall space available to the Artist(s) shall be approximately One Thousand Nine Hundred and Twenty Eight (1,928) square feet on the west facing wall and approximately 250 square feet on the north facing wall as described more fully in Exhibit F Site for Artwork, or as approved by FDOT in an agreement with City. Contract Administrator (as defined in Section 1.4 "Contract Administrator," in his or her sole discretion, may amend the Site and Notice (as defined in Section 12.7 "Notices") of the amended Site will be sent to the Artist in writing (by electronic mail or otherwise) in accordance with Section 10 of this exhibit. "Community Engagement" 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 with the goal of having such activities inform the Artist(s) of community elements for consideration for the design of the Artwork. These activities will be conducted in the locations designated in the "Community Engagement Plan" which will be drafted by the Artist(s) in coordination with the project liaison ("Liaison") (described in Section 4 below). For purposes of this Agreement, "Community Engagement Plan" or "Plan" means a document that lists, describes, and proposes dates and participants for dialogues, workshops, meetings, charrettes, or any other outreach events

envisioned by the Artist(s) where the Artist(s) can meet with the community and his or her design may be discussed by such community interaction.

3. **ARTWORK QUALITIES:**

The approved artwork ("Artwork") shall be painted or applied onto the surface of the Site following completion of Community Engagement activities. The City of Hallandale Beach ("City") will provide the Artist(s) with a clean surface and Site shall be prepared by the Artist(s) using approved materials and all primers and paints and shall have a life span of no less than five years. The visual content of the artwork design shall be determined by the Artist(s) following completion of approved Community Engagement activities and upon approval of the design by the City and the Florida Department of Transportation (FDOT) and the Broward Cultural Council through its ACPC. Artwork imagery shall be appropriate for public display as determined by the Contract Administrator in his or her sole discretion. The artwork will not depict violence, weapons, smoking, religious symbols or nudity or other images determined at the sole discretion of the Contract Administrator to be offensive to the community. Permission must be granted by the copyright holder to use protected imagery in the artwork. Permission must be granted in writing by all living individuals to depict their image in the Work. Contract Administrator shall provide Artist(s) with Broward County Administrative Code, Section 18.43, "Naming Broward County-owned Property, Buildings, Structures, and Facilities," and Artist(s) shall obtain permission from the Contract Administrator in writing to use an image or the name of a deceased person on any County-owned property buildings, structures and facilities.

The Artist(s)'s signature shall be appropriate for the scale of the Artwork as determined by the Contract Administrator and shall not exceed two (2) feet by two (2) feet, and the location and size shall be included in the Design Proposal. A Quick Response ("QR") code is a code used to decipher a machine-readable code consisting of an array of black and white squares, typically used for storing URLs or other information for reading by the camera on a smartphone. The Artist(s) or the County may include a QR code in the signage at the Site. Signage naming the County and the Broward 100 sponsors may be placed on or near the Artwork by the County.

4. **ADMINISTRATIVE COORDINATION:**

The Contract Administrator shall serve as or designate a Cultural Division Project Manager ("Project Manager"). The Artist(s) shall maintain regular communication with the Project Manager via phone, fax, letter, or e-mail update on a monthly basis or more frequently as requested in writing by the Project Manager. The City will appoint a Liaison ("Liaison") and the Artist(s) shall maintain regular communication with Liaison via phone, fax, letter, or e-mail update on a monthly basis or more frequently as requested in writing by the Project Manager. The

Artist(s) shall copy the Project Manager on all e-mails to the Liaison. The County's Notice To Proceed from the Contract Administrator to the Artist(s) shall include the name and contact information for the Project Manager and the Liaison.

Community Engagement:

Artist(s) shall attend a one (1) day workshop scheduled and organized by the County that will provide an overview of the Broward 100 VisualEYES program and instruction on the creation and components of a Community Engagement Plan ("Plan") as defined in Section 2 above. The Plan shall be drafted by the Artist(s) jointly with the Liaison and shall include a full description of each of the Town based community activity, the location of each activity, a conceptual schedule, and timeline for implementation and completion of said activities that will be conducted by the Artist(s) to creatively identify themes and imagery that may be addressed through the Artwork. The City of Hallandale community means City residents, students attending schools in the City, business owners, and users of the Site. A minimum of four (4) activities shall be completed by the Artist(s) within thirty (30) days of being notified by the Project Manager (in writing or otherwise) that the Plan has been approved as stated in Paragraph 3 above. Artist(s) shall not conduct any unauthorized Community Engagement activities which are those activities not specifically authorized in conjunction with the Community Engagement Plan. Artist(s) shall request the Liaison's assistance with scheduling, coordinating, or facilitating the necessary dialogues between the Artist(s) and the City of Hallandale Beach community as identified in the approved Plan. The Artist(s) shall be physically present during all planned Community Engagement activities. Social media activities of the Artist(s) shall not comprise more than twenty percent (20%) of the Plan.

Design of Artwork:

Prior to designing the Artwork, Artist(s) will complete all activities listed in the approved Plan. Artist(s) shall develop a Design Proposal (as defined in Section 3.3.1) and submit a minimum of two (2) artwork designs ("Design(s)"), in accordance with the schedule stated in the County's Notice to Proceed, and one (1) Design shall be selected by the City, and the County's Cultural Council through its ACPC for implementation by the Artist(s).

Design Proposals shall be submitted as follows:

- Two (2) identical digital copies (PC compatible media) of the Design Proposal, including a conceptual budget.

- Artwork design drawings on 24"x 36" illustration board(s) depicting proposed design ("Design") as it will appear in the site specific context of the Site.

- Ten copies (10) of the Design Proposal packet or booklet including color copies of Artwork design drawings, concept statement, preliminary budget, analysis of future maintenance and conservation costs, and schematic project schedule.
- Optional Model
- Optional Preliminary Material Samples - one (1) set

Artist(s) shall make changes to the Design Proposal as requested. Changes may include but are not limited to changes to the color, subject, theme, or imagery of the design for the Artwork.

The Artist(s) shall provide the Project Manager with all requested documentation required to support the City's design review and approval process within two (2) business days of the Liaison's request. The design will be an independent work of art and does not need to represent the image of the City.

5. **COLLABORATION AND COORDINATION:**

Artist(s) shall commence Work only upon written Notice to Proceed from the Contract Administrator or his or her designee (by electronic mail or otherwise) that one design has been approved by the City's senior management staff and the Broward Cultural Council, through its ACPC and that the City has obtained a Notice to Proceed from the Florida Department of Transportation (FDOT).

Artist(s) shall be advised by the Project Manager of the permitted working hours at the Site. During installation of the Artwork, Artist(s) shall ensure that all Artist(s) materials, equipment, paints, trash, and other debris are removed from the Site daily. Artist(s) shall not trample or destroy shrubs or landscaping at the Site. Repair of damage to the shrubs or landscaping by the Artist(s) shall be the sole responsibility of the Artist(s). Artist(s) understands and acknowledges that the Site is in constant use and Artist(s) materials shall not create a safety hazard to the occupants or visitors to the building at the Site. Artist's(s) equipment may not obstruct the Site's entrance doors, and Artist(s) fully acknowledges that one door must remain functional for entry and exit at all times.

Artist(s) shall notify Project Manager in writing (by e-mail or otherwise) when the Artwork is complete and request a Substantial Completion Inspection (that is, a meeting attended by Artist, Liaison and Project Manager, to evaluate any defects, omissions, or deficiencies in the Artwork that the Artist will correct). The Artist(s) shall correct any identified discrepancies, defects, or omissions within seven (7)

business days of the inspection. Following resolution of all identified deficiencies, omissions, or defects and notification from Artist(s) that they have been addressed, the Liaison and the Project Manager shall conduct a Final Completion Inspection of the Artwork. By Final Completion Inspection, the Parties mean that that upon notification by the Artist(s) that all deficiencies, omissions, and defects have been corrected, the Project Manager and Liaison shall inspect the Artwork and determine if the County will accept the Artwork (Final Acceptance). The Artist(s) shall be notified of the outcome of the Final Completion Inspection, in writing (by electronic mail or otherwise), by the Project Manager.

6. **CONSTRUCTION DOCUMENTS AND PERMITTING:**
Artist(s) shall be aware of all required reviews and necessary approvals by the City, Florida Department of Transportation or Broward County and shall obtain all required permits and permissions within all required timelines. Artist(s) shall begin the implementation of the Artwork at the Site within ten (10) business days of issuance of all necessary reviews, approvals, and permits. The Artist(s) shall provide a copy of such authorization or permit to the County.

7. **CONSERVATION AND MAINTENANCE REVIEW:**
At the time of submittal of the Design Proposal, Artist(s) shall provide the Project Manager with a list of all materials that will be used to execute the Artwork, the manufacturer's application directions and technical specifications for each material including all undercoat paint, primer, or protective top coat paint, if required, to ensure that the Artwork will not fade or deteriorate within five (5) years of Final Acceptance along with two (2) copies of the Design Proposals in accordance with the Contract Administrator's Notice to Proceed to Milestone 3 described in paragraph 6 (below). Artist(s) will supply the name of manufacturer, color, and manufacturer's warrantee. The selected materials shall not chip, fade, crack, or peel within five (5) years of Final Acceptance and the Artist(s) shall warrant all quality of work for two (2) years after written Final Acceptance as provided in Section 9.2.

8. **DESCRIPTION OF DELIVERABLES:**

Milestone	Deliverables	Deadline/Duration	Special Instructions/ Comments
1	• Artist(s) shall meet with the City's Liaison within ten (10) business days of execution of this agreement and receipt of Notice to Proceed by Contract	• Artist(s) shall contact the Liaison within five (5) business days of execution of this agreement and receipt	• Artist(s) will contact the Liaison Peter F. Dobens Public Relations/ HBTV Station Manager, by phone: (954) 457-

	Administrator. • Artist(s) shall attend one (1) or more of the County's Community Engagement training workshops unless deemed exempt from attendance, as determined by the Project Manager in writing. • Artist(s) shall develop a Community Engagement Plan ("Plan") collaboratively with the City and will submit an acceptable Community Engagement Plan to the Project Manager within ten (10) days of the Notice to Proceed. The Artist(s) shall include no less than four (4) individual Community Engagement events in the Plan. The written Plan will include a schedule, timeline, name of individuals or organization that will be engaged by the Artist(s), a full description of each event, the date, and the location of the event.	on Notice to Proceed by Contract Administrator. • One (1) or more one-day workshops on dates to be determined by the Project Manager. • Submit Community Engagement Plan ten (10) days following the Notice to Proceed.	1300; or, by email: pdobens@cohb.org. • Artist(s) will request a meeting with Liaison, and review an approach for the development of the Artist(s)'s written Community Engagement Plan. • Workshops will be scheduled by the Project Manager for all artists participating in the Visual Eyes program.
2	• Artist(s) shall implement the Plan in accordance with the Artist(s)'s approved schedule and provide Project Manager with documentation that activities have taken place.	• Submit documentation of completed individual Community Engagement activities within five (5) business days of completion of	• Documentation may include photos, drawings, announcements, or other documentation as requested in writing.

		activity or as requested by Project Manager. Documentation shall also be submitted with all requests for payment (Exhibit B, Milestone 2).	
3	• Artist(s) will submit two (2) Designs to the Project Manager and the Liaison. • Implement and submit changes to the Design(s) as determined at the sole discretion of the Project Manager. • The Artist(s) will inspect the wall within five (5) business days following submission of the Design Proposal. • Artist(s) shall submit a request in writing to Liaison for use of any City owned or rented ladders, scaffolding, or lifts while implementing the work.	Artist(s) will submit Design Proposals in the format stated in Section 4 (above) within fifteen (15) days following Notice to Proceed to Milestone 3, or before the date stated in the County's Notice to Proceed to Milestone 3. • Artist(s) will make all required changes to the Design within five (5) business days and will provide the revised design in the format requested by the Project Manager. • Inspect wall and submit report in accordance with Subsection 3.3.3 (above). Submit the request for ladders, scaffolding or lifts to Liaison with	• Design Proposals shall be in the format described in Section 4 above. • Artist(s) shall provide all requested documentation required to gain all necessary City approvals upon request of the Liaison. • The County's Cultural Council, through its Art of Community Programing Committee, shall make the final design selection for the Site from the two (2) designs submitted by the Artist(s). • City is under no obligation to provide ladders, scaffolding, or lifts. • Artist(s) will provide all required scaffolding, lifts, ladders, and other

		Design Proposal.	equipment which has not been provided by the City.
4	• Upon notification by the County that the Design Proposal has been approved and one Design has been selected, Artist(s) shall provide the Project Manager with a final implementation and completion schedule for the Artwork. • Artist(s) shall contact Liaison to obtain the address and keys, if applicable, of any storage space for Artist(s)'s materials that may be provided by the City. • Artist(s) shall begin preparation of Site and implementation of approved Design. • Artist(s) shall notify the Project Manager when the Artwork is fifty percent (50%) complete. Fifty percent (50%) completion shall be defined as application of a base coat of paint and primer and fifty percent (50%) of Artwork has been completed.	• Final implementation schedule shall be submitted within five (5) business days of County's Notice to Proceed to Milestone 4. • Obtain the address and keys, if applicable, of any storage space prior to beginning implementation of the Work. • Implementation of Artwork shall begin within fifteen days (15) days of the Notice to Proceed to Milestone 4.	• Artwork shall be completed within forty-five (45) days of the Notice to Proceed unless approved in advance in writing by the Contract Administrator. • Artist(s) shall remove all trash and debris attributable to the Artist(s) at the completion of work each day. • Artist(s) shall not work outside of City's approved days and hours and shall obtain a schedule of approved days and hours from the Liaison.
5	Artist(s) shall advise the County that the Artwork is one hundred percent (100%) complete and attend a	Substantial Completion Inspection will take place within three (3) business day of	• Artist(s) will attend inspections as requested in writing by the Project Manager.

	Completion Inspection. • Upon notification by the Artist(s) that all required changes or additions to the Artwork are complete, Project Manager and Liaison will conduct a Final Completion Inspection and provide the Artist(s) with the results of the inspection in writing. • Artist(s) shall repair any extraordinary damage to Site landscaping, outside of expected wear and tear, within twenty four (24) hours of being notified of said damage. Extraordinary damage shall be determined by the Project Manager.	completion of the Artwork, application of a protective top coat of paint if required as determined by the Project Manager, clean-up of Site, and repair to any landscaping damaged by the Artist(s) beyond ordinary wear and tear as determined by the Project Manager. • Artist(s) shall make all required changes to the Artwork within three (3) business days or as stated in the Substantial Completion Report and as requested by the Project Manager in writing or otherwise. • Final Completion Inspection will take place within three (3) business days following notification from the Artist(s) that all deficiencies identified by the Project Manager have been corrected.	The Artist(s)'s two (2) year warrantee shall begin on the date noted in the Final Completion Inspection. • Artist(s) shall document all Broward County expenditures and submit the information to the project manager through a completed Exhibit F: Local Economic Impact Survey. • Extraordinary damage to landscaping shall be determined by the Project Manager.
6	• Artist(s) shall submit two (2) identical CDs with a minimum of fifteen (15) professional digital format images	• Submit Cataloging Form (Exhibit C) and Local Economic Impact Study (Exhibit E) with	• Artist(s) shall complete the Cataloging Form and provide County with

	illustrating all components of the project with a minimum resolution of 300 dpi and two (2) professional 8"x10" color photographs • Complete Cataloging Form (Exhibit C), Local Economic Impact Study (Exhibit E) and complete all remaining tasks including the submission of documentation with required releases that all sub-consultants and or sub-contractors have been paid.	request for final payment.	the title of the Artwork, the paint manufacturer's product specifications, paint color number or name and information for all materials used on the project. • The Artist(s) shall provide cleaning and conservation instructions to the County.

9. **COMMUNITY PROCESS:** Artist(s) shall conduct Community Engagement activities as specified in the approved Plan.

10. **TIMELINE FOR COMPLETION:** Artist(s) will begin Work as directed by the Contract Administrator in the Notice to Proceed and complete all Work in accordance with the Notice to Proceed issued by the Contract Administrator or his or her designee for the Project's milestone. Artist(s) will note that time is of the essence and will proceed with all Work without delay or interruption to the schedule unless approved in advance by the Project Manager in writing (by e-mail or otherwise). Contract Administrator may approve in writing changes to the Site location after obtaining any required approval from the ACPC and Broward Cultural Council and the prior written approval of the City Manager.

11. **EDUCATIONAL OUTREACH:** An Educational Outreach activity will not be required of Artist(s).

12. **ALLIED ARTIST:** An Allied Artist as defined in Section 1.6 (above) will not be affiliated with this Project.

13. **FUNCTIONALLY-INTEGRATED ARTWORK:** The Artwork will be functionally integrated as follows:

The Artwork shall:

- Develop and create an awareness of the unique aspects of a place's built and natural environments and fulfill the civic responsibility of County to provide art and design for livability, accessibility, beauty, and comfort.

- Stimulate cultural tourism, community pride, and shared positive identity with such structures as gateways, landmarks, cultural heritage landmarks, memorials, and way-finding devices.

14. **LOCAL ECONOMIC IMPACT:** Artist(s) shall provide itemized list of the value of payments made to Broward County suppliers, vendors, consultants and other businesses for any work or services related to the design, fabrication and installation of the Artwork, including but not limited to materials, fabricators, engineering and other consultant services, electrical contractors, installers, studio assistants, studio rental, equipment rental, insurance, printing, photography, hotels, car rental, and meals (see Exhibit E). The Survey will be submitted to the Contract Administrator annually for the term of the agreement at the end of County's fiscal year (September 30) and a combined list of all prior surveys and the current survey shall be submitted upon Final Acceptance of the Artwork.

15. **BOARD APPROVAL:** Board approval of the Artwork is not required.

16. **ASSIGNMENT BY COUNTY:** This Agreement may be assigned by County (through County Administrator or applicable County contract) to the City without consent of Artist(s). The Artist(s) acknowledges that it is aware of the proposed contract which will or may be entered into between the County and the City, in substantially the form shown on the copy of the proposed agreement which is attached as Exhibit H (City's and County's contract) and incorporated herein by reference to the extent not in conflict with this Agreement and the remaining exhibits. All future changes to such contract (referenced as Exhibit H herein) will be sent in pdf format by electronic mail from the County's Cultural Division (through its Public Art & Design Program Administrator or other representative) without further necessity to amend this Agreement and such changes shall automatically be deemed to be part of this Agreement and shall be deemed incorporated herein by reference to the extent not in conflict with this Agreement and the remaining exhibits. Artist shall be in compliance with all terms stated in the scope of services exhibit and its attachment(s) of the City's and County's contract (Exhibit H).

17. **COMPENSATION:** Artist acknowledges that the County's contribution to the compensation for the project represents Twenty Four Thousand Dollars ($24,000.00) including Five Hundred ($500.00) dollars contingency in accordance with Article 5 above. The City's contribution to the compensation shall be Seven Thousand Two Hundred ($7,200.00) Dollars and represents the amount requested by the Artist(s) to

complete Artwork at the Site in excess of One Thousand (1,000) square feet. The County's payment of the City's portion of Seven Thousand Two Hundred Dollars ($7,200.00) is subject to the prior receipt by the County of such payment from the City. In the event that the City does not contribute Seven Thousand Two Hundred Dollars ($7,200.00) the compensation to the artist shall be limited to the County's Contribution and the Site will be amended as referenced in Section 2 of this exhibit to One Thousand Square Feet (1000) on the west facing wall of the Hallandale Beach Bridge. The Contract Administrator may adjust the Site as stated in Section 10.

[The remainder of this page intentionally left blank.]

Exhibit D

EXHIBIT B
PAYMENT SCHEDULE

FOR AGREEMENT FOR COMMISSIONED ARTWORK FOR BROWARD-100 VisualEYES IN HALLANDALE BEACH

Each invoice must be submitted on County's standard Vendor Invoice form (in the form provided by Contract Administrator) and accompanied by appropriate documentation if requested by the Contract Administrator and a narrative report summarizing work completed during each milestone period based upon the stated Scope of Services and payment description. Each invoice shall be accompanied by a release of liens and/or consent of surety relative to any work covered by a Bond under this Agreement.

In the event that the anticipated order of the work is changed, upon prior approval in writing by Contract Administrator, Artist(s) may bill for a specified payment or for a partial payment once that work is completed. The amount of any partial payment is subject to prior written approval of the Contract Administrator; however, in no event, may the amount of a partial payment exceed the value of services actually completed.

Milestone payments for Phase I shall be made as follows:

Milestone	Description	Payment
1	Submission of documentation that the initial meeting with the Liaison has been completed and the Artist(s) has received an orientation and overview of City of Hallandale Beach, attendance of any required County workshops, submission of an acceptable Community Engagement Plan and implementation schedule and acceptance by Contract Administrator. Completion of all deliverables described in Exhibit A, Milestone 1.	Two Thousand Dollars ($2,000.00). Paid as demonstrated by submission of invoice.
2	Submission and acceptance by Contract Administrator of documentation that Community Engagement activities scheduled to take place prior to design development are complete. Completion of all deliverables described in Exhibit A, Milestone 2.	Two Thousand Dollars ($2,000.00) Paid as demonstrated by submission of invoice.
3	Submission of an acceptable Design Proposal including two (2) Designs. Site visit to assess wall condition and submission of cleaning instructions to Contract Administrator,	Eight Thousand Dollars ($8,000.00). Paid according to the percentage of completion as demonstrated by submission

Exhibit D

	submission and acceptance by the Contract Administrator of a schedule for implementation of work. Completion of all deliverables described in Exhibit A, Milestone 3.	of invoice.
4	50% Completion of project defined as: primer or base coat of paint applied to wall and 50% of proposed design has been completed. Completion of all deliverables described in Exhibit A, Milestone 4.	Not to exceed Nine Thousand Two Hundred Dollars ($9,200.00). Paid according to the percentage of completion as demonstrated by submission of invoice. Artist(s) may, upon prior written approval of the Contract Administrator, submit an invoice for partial completion of a Deliverable. The amount of any invoice for partial payment is subject to prior written approval of the Contract Administrator; however, in no event may the amount of a partial payment exceed the value of Deliverables or other services actually completed and preliminarily accepted for that
5	100% Completion of Artwork defined as: complete approved Artwork design has been painted or applied to wall. Artist(s) has applied protective coating to the Artwork and Artist(s) has removed all trash and debris attributed to Artist(s) from the site. Final Completion Inspection has occurred and all requested changes are complete. Completion of all deliverables described in Exhibit A, Milestone 5.	Not to exceed Six Thousand Five Hundred Dollars ($6,500.00). Artist(s) may, upon prior written approval of the Contract Administrator, submit an invoice for partial completion of a Deliverable. The amount of any invoice for partial payment is subject to prior written approval of the Contract Administrator; however, in no event may the amount of a partial payment exceed the value of Deliverables or other services actually completed and preliminarily accepted for that
6	Completion of all remaining deliverables described in Exhibit A, Milestone 6 including	Not to exceed Three Thousand Dollars ($3,000.00). Artist(s)

	submission of Cataloging Form (Exhibit C) and Local Economic Impact Study (Exhibit E).	may, upon prior written approval of the Contract Administrator, submit an invoice for partial completion of a Deliverable. The amount of any invoice for partial payment is subject to prior written approval of the Contract Administrator; however, in no event may the amount of a partial payment exceed the value of Deliverables or other services actually completed and preliminarily accepted for that partial payment.

Artist(s) shall provide a performance and payment bond in the following amount: $0

[The remainder of this page intentionally left blank.]

Exhibit D

EXHIBIT C **Catalog #_____**

BROWARD COUNTY PUBLIC ART AND DESIGN CATALOGING FORM

NOTE: Please add attachments to provide comprehensive information if necessary.

I. Artist Information	
Name:	
Name for use on label and public relations materials, if differs from above:	
Date of Birth:	
Place of Birth:	
Address:	
E-mail:	
Website (if any):	
Phone (business):	
Phone (home):	
Fax:	
One paragraph biography of Artist:	

II. Work of Art	
Title:	
Medium:	
Dimensions in inches or centimeters:	H: W: D:
Dimensions with frame (if any):	H: W: D:
Frame Description:	
Inscription or marks:	
In case of portable and multiple artworks, any notes as to Artist(s)'s preference for display (ex: sequential series, installation height, spacing, etc.):	
Artwork with electronic components used:	Name of item: Manufacturer info (address, telephone, fax, e-mail): Supplier info (address, telephone, fax, e-mail):
Artist(s)'s statement:	

Exhibit D

III. Fabrication Information	
Material(s) used in Artwork:	
Material Finish:	
Materials used in the presentation of the Artwork (maquette):	
Fabricators (name, address, phone, fax, e-mail, web site):	
Fabrication method (attach diagrams or drawings):	
Architect/Engineer (name, address, telephone, fax, e-mail):	

IV. Installation	
Installation executed by (name, address, phone, fax, e-mail, website):	
Installation method (attach diagram of substructure, footings):	
Date of Installation:	

V. Documentation	
Artist(s) has supplied two (2) identical CD's with a minimum of fifteen (15) professional quality digital format images illustrating all components of the Artwork with a minimum resolution of 300dpi and two (2) professional 8" x 10" color photographs.	

VI. External Factors	
Describe physical positioning of the artwork:	
Describe existing environmental factors which may affect the condition of the artwork:	
If the Artwork is site-specific, describe the relationship of the Artwork to its site:	

VII. Maintenance (attach schedule of maintenance for specific items: light bulb, electronics etc.)	
Short-term:	
Long-term:	

Exhibit D

Note desired appearance of the artwork:	

VII. **Digital copies** (for use in repair of sound art and graphic reproduction):	
Identify (if any):	

Eduardo Mendieta

_____ _____

Authorized Signature for Artist Date

_____

Print name and, if applicable, title above of
Authorized Signature for Artist

[The remainder of this page intentionally left blank.]

EXHIBIT D
INSURANCE CERTIFICATE

EXHIBIT E
BROWARD COUNTY ECONOMIC IMPACT SURVEY

Project: _____ **Artist:** _____
Reporting Period: _____

Artist(s) shall provide an itemized list of the value of payments made specifically to Broward County suppliers, vendors, consultants and other businesses for any work or services related to the design, fabrication and installation of the Artwork. Information should be provided annually for the term of the Agreement, in concurrence with County's fiscal year which is October 1 through September 30th, and also at the completion of the Artwork. The report shall be submitted on this form to the Contract Administrator no later than October 14th of each year. Payments include but are not limited to:

Materials:	$
Engineering:	$
Consultant services:	$
Electrical contractors:	$
Fabrication:	$
Installation:	$
Studio assistants:	$
Studio rental:	$
Equipment rental:	$
Insurance:	$
Project administration:	$
Professional visual documentation:	$
Printing:	$
Hotels:	$
Car rental:	$
Meals:	$
Other (_____):	$
TOTAL:	**$**

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EXHIBIT F
SITE FOR ARTWORK

EXHIBIT G
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Date of original Agreement:_____, 20___
Project Title _____

The undersigned Artist(s) hereby swears under penalty of perjury that:

1. Artist(s) has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this Artwork in accordance with this Agreement, except as provided in paragraph 2 below.

2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or supplier's name and address	Date of Disputed Invoices	Amount in Dispute

3. The undersigned is authorized to execute this Certification on behalf of Artist(s).

Dated _____, 20___

_____
Eduardo Mendieta

By_____
(Authorized Signature)

_____
(Name and Title of Authorized Signor)

The foregoing instrument was acknowledged before me this __ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

_____
(Signature of person taking acknowledgment)

My commission expires:

_____
(Name of officer taking acknowledgment)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT H

PROPOSED COUNTY AND CITY OF HALLANDALE CONTRACT

Cultural Division
100 S. Andrews Avenue • Fort Lauderdale, Florida 33301 • 954-357-7457 • FAX 954-357-5769

April 9, 2015

Mr. Peter Dobens
Public Relations Specialist
City of Hallandale Beach
400 S. Federal Highway, 2nd Floor
Hallandale Beach, FL 33009

RE: Centennial Broward-100 Agreement between Broward County and City of Hallandale Beach for Broward-100 Visual Eyes Project

Dear Mr. Dobens:

Enclosed is a fully executed copy of the Centennial Broward-100 Agreement between Broward County and City of Hallandale Beach for Broward-100 Visual Eyes Project.

Please review the terms of the agreement carefully. We look forward to working with you on this project.

Sincerely,

Earl F. Bosworth
Director

EFB:jr
Enclosure (1)
ec: Leslie Fordham, Public Art & Design Administrator

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Dale V.C. Holness • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org/arts