

REINSTATEMENT AND EXTENSION AGREEMENT

THIS IS A REINSTATEMENT AND EXTENSION TO THE AGREEMENT dated the ____ day of _____, 2019, by and between:

CITY OF POMPANO BEACH, FLORIDA a municipal corporation of the State of Florida, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CITY"),

and

YA LAFORD FINE ART, LLC, a Florida limited liability company, having its principal address at 2450 ½ Burlington Avenue N., St. Petersburg, Florida 33713 ("ARTIST").

WHEREAS, the parties entered into an Agreement for the Collier City Artist in Residency Program on July 28, 2017 ("Original Agreement") which was approved by Resolution No. 2017-294; and

WHEREAS, the Original Agreement was for a one (1) year term with one (1) possible one-year renewal; and

WHEREAS, a period of time greater than one year has lapsed without renewal of the Original Agreement; however, CITY and ARTIST have continued to act pursuant to the terms of the expired Agreement; and

WHEREAS, the parties desire to reinstate and extend the term of the Original Agreement for an additional year to allow ARTIST to complete the services which ARTIST commenced for CITY.

WITNESSETH

1. Each "WHEREAS" clause set forth above is true and correct and incorporated by this reference.
2. That the Original Agreement between ARTIST and CITY to provide community engagement activities and create commissioned artwork, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall be reinstated and extended for a period of one (1) year ending July 27, 2019.
3. All the terms, covenants and conditions contained in the Agreement now existing between the CITY and ARTIST shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained therein.
4. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns.

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IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by REX HARDIN as Mayor, GREGORY P. HARRISON as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"ARTIST":

Witnesses:

Evan Giardi
Evan Girardi
Print Name

El Hector II
El Hector II
Print Name

YA LAFORD FINE ART, LLC
a Florida limited liability company

By: Tanya Langford
TANYA LANGFORD, MANAGER

(SEAL)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 22nd day of January, 2019, by **TANYA LANGFORD**, as Manager of **YA LAFORD FINE ART, LLC**, a Florida limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Carol Lee Brandt
NOTARY PUBLIC, STATE OF FLORIDA

CAROL LEE BRANDT
Name of Acknowledger Typed, Printed or Stamped

GG042665
Commission Number

FP/jmz
1/13/19
L:agr/culturalarts/2019-370f

*Reinstatement and Extension Agreement between the City of Pompano Beach
and Ya Laford Fine Art, LLC*

Orig. 10

RESOLUTION NO. 2017- 294

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR COMMISSIONED ARTWORK BETWEEN THE CITY OF POMPANO BEACH AND YA LAFORD FINE ART, LLC TO COMPLETE THE COLLIER CITY ARTIST IN RESIDENCY PROGRAM; PROVIDING AN EFFECTIVE DATE.

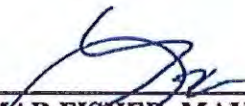
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Ya Laford Fine Art, LLC to complete the Collier City Artist in Residency Program, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Ya Laford Fine Art, LLC.

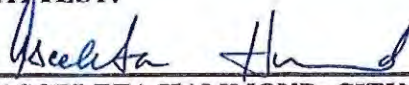
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of July, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

07.10

City of Pompano Beach

**AGREEMENT
FOR COMMISSIONED ARTWORK**

with

Ya Laford Fine Art, LLC

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Representations	2
2	Scope of Services	3
3	Contract Administrator	4
4	Responsibilities of Artist	4
5	Responsibilities of City	7
6	Non-Assignability and Subcontracting Scope of Services	7
7	Term, Renewal and Time of Performance	8
8	Design and Modification	9
9	Inspections by City	9
10	Compensation, Recording, Inspection, Audit, Background Check and Public Records Procedures	9
11	Notices and Demands	12
12	Governing Law and Venue	13
13	Independent Contractor	13
14	Attorney's Fees and Costs	13
15	Artist's Indemnification of City	14
16	Government Immunity	15
17	Public Entity Crimes Act	15
18	Insurance	15
19	Default and Dispute Resolution	15
20	Termination	16

TABLE OF CONTENTS, cont.

<u>Article</u>	<u>Title</u>	<u>Page</u>
21	No Discrimination and American with Disabilities Act	17
22	No Contingent Fee	17
23	Force Majeure	17
24	Waiver and Modification	18
25	Relationship between the Parties	18
26	Severability	18
27	Approvals	19
28	Absence of Conflicts of Interest	19
29	Miscellaneous Terms and Conditions	19
30	Binding Effect	20
31	Warranties and Standards	20
32	Rights in Artwork	22
33	Survival	23
34	Entire Agreement and Interpretation	24

INDEX OF EXHIBITS

Exhibit 1	Call to Artists
Exhibit 2	Artist's Proposal
Exhibit 3	Scope of Services
Exhibit 4	Copyright Assignment
Exhibit 5	Catalogue Form
Exhibit 6	City's Background Check Policy
Exhibit 7	Insurance

AGREEMENT

THIS AGREEMENT for commissioned artwork entered into this 28th day of July, 2017, by and between

CITY OF POMPANO BEACH, a municipal corporation organized in the state of Florida whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (hereinafter "CITY")

and

YA LAFORD FINE ART, LLC, a Florida limited liability company whose address is 2450 ½ Burlington Avenue N., St. Petersburg, FL 33713 (hereinafter "ARTIST").

WHEREAS, on December 1, 2016, the CITY issued a Call To Artists (Exhibit 1) which sought to commission an artist to undertake a year-long residency in Collier City that would utilize art and various community engagement activities to build relationships with local residents, the underserved, sororities, churches, community leaders, educators, appointed/elected officials, CITY staff and law enforcement for the purpose of assisting the artist in creating a final artwork (the "Artwork") to be installed in Collier City which is representative of what the community would like to see (the "Project");

WHEREAS, in response to the foregoing Call To Artists, Ya Levy-La'ford submitted a Proposal, a copy which is attached as Exhibit 2; and

WHEREAS, at the meeting of the CITY's Public Art Committee ("PAC") held on March 2, 2017, the PAC recommended Ya Levy-La'ford be selected as the artist for the Project; and

WHEREAS, the City of Pompano Beach City Commission ("City Commission") formally approved selection of Ya Levy-La'ford as the artist for the Project at its meeting of May 18, 2017; and

WHEREAS, in accordance with the terms and conditions set forth herein, ARTIST is able and prepared to provide the services and insurance described in the Call To Artists and the Scope of Services attached hereto as Exhibit 3 (the "Work"); and

WHEREAS, the CITY and ARTIST desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

WHEREAS, the City Commission for the CITY has determined entering into this Agreement with ARTIST is in the best interest of the public; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, the CITY and ARTIST agree as follows.

DEFINITIONS

Agreement - This document and other terms and conditions included in the exhibits and documents that are expressly incorporated by reference.

Artwork - The final physical artistic expression resulting from the fabrication, construction, installation, and integration of the Design Proposal formally approved by the City Commission pursuant to this Agreement. The Artwork is ultimately conceived, designed, fabricated, transported, delivered, and installed by ARTIST or integrated with ARTIST's approval.

Contract Administrator- The primary responsibilities of the Contract Administrators are to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the CITY's Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services. The Contract Administrator may be changed from time to time using the notice procedure set forth in Article 11 herein.

Contract Price - The amount established in Article 10 of this Agreement. This amount may be amended due to fund appropriation changes to the Project or by subsequent action of the City Commission of Pompano Beach.

Final Acceptance - The CITY's Contract Administrator's written acceptance of the Artwork installed at the Site in its final form.

Project - The Scope of Services described in the Call to Artists, this Agreement and Exhibit 3 attached hereto.

Site - The location where the Artwork is to be installed.

Work - The Work includes all labor, materials, equipment, and services provided or to be provided by ARTIST to fulfill ARTIST's obligations under this Agreement.

ARTICLE 1 **REPRESENTATIONS**

1.1 **Representations of CITY.** CITY makes the following representations to ARTIST, which CITY acknowledges ARTIST has relied upon in entering into this Agreement.

1.1.1 This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

1.1.2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

1.1.3. ARTIST shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY'S Public Art Program Manager.

1.2 Representations of ARTIST. ARTIST makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1.2.1 ARTIST'S execution, delivery, consummation and performance under this Agreement will not violate or cause ARTIST to be in default of any covenants, rules and regulations (as applicable) or any other agreement to which ARTIST is a party or constitute a default thereunder or cause acceleration of any obligation of ARTIST thereunder.

1.2.2 The individual executing this Agreement and related documents on behalf of ARTIST is duly authorized to take such action which action shall be, and is, binding on ARTIST.

1.2.3. There are no legal actions, suits or proceedings pending or threatened against or affecting ARTIST that ARTIST is aware of which would have any material effect on ARTIST'S ability to perform its obligations under this Agreement.

1.2.4. ARTIST represents it has the ability, skill and resources to complete its responsibilities under this Agreement and that the Artwork shall be designed, fabricated and installed to withstand the outdoor climate of South Florida for a minimum of five (5) years and require minimal routine maintenance.

1.2.5 The CITY shall be entitled to rely upon the technical and leadership skills of ARTIST or by others authorized by ARTIST under this Agreement.

1.2.6 ARTIST represents and warrants it has and shall continue to maintain all licenses and approvals required to provide the Work hereunder and that it shall at all times conduct its business activities in a reputable manner.

1.2.7 ARTIST represents that any person or entity who provides services hereunder is duly qualified to perform such services by all governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. ARTIST agrees that all Work under this Agreement shall be performed in a skillful and respectful manner and that the quality of all Work shall be comparable to the best local and national standards for such services.

ARTICLE 2 SCOPE OF SERVICES

ARTIST shall perform all Work specified in the Call To Artists and this Agreement, inclusive of the exhibits, particularly Exhibit 3 entitled, "Scope of Services." Unless stated otherwise in this Agreement, the Work required of ARTIST includes all services, labor, materials and tasks, whether or not enumerated herein, that are such an inseparable part of the Scope of Services that exclusion thereof would render ARTIST's performance impractical, illogical, or unconscionable. ARTIST agrees to design, fabricate, transfer and install the Artwork in Collier

City in accordance with the provisions of the Call To Artists and this Agreement, inclusive of exhibits.

ARTICLE 3 CONTRACT ADMINISTRATOR

The CITY's Development Services Director or his/her written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

Ya Levy-La'ford shall serve as ARTIST's Contract Administrator during the performance of Work under this Agreement.

ARTICLE 4 RESPONSIBILITIES OF ARTIST

4.1 General

4.1.1 ARTIST shall perform all Work identified in the Call To Artists and this Agreement, inclusive of exhibits. The parties agree that the Scope of Services is a description of ARTIST's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by ARTIST impractical, illogical, or unconscionable.

4.1.2 The Design Proposal for the Artwork shall set forth in detail the artistic expression, scope, design, color, size, material, texture, and location of the Artwork to be installed on the Site selected by Artist. Both the Design Proposal and the Site are subject to review/recommendation by the PAC and formal approval by the City Commission. During the final design review by the PAC before submittal to the City Commission, the CITY may require ARTIST to make such revisions to the design as are necessary for the Artwork to comply with applicable laws and conservation standards, and may also request revisions for other practical and/or non-aesthetic reasons. Each Design Proposal shall also include a statement that ARTIST has inspected the Site(s) and determined it suitable for installation of the Artwork as well as a schedule for beginning, phasing and completing the Artwork.

4.1.3 ARTIST shall perform all services and furnish all supplies, materials, and equipment as necessary for the design, execution, fabrication and installation of the Artwork, including, but not limited to, payment for all necessary permits, taxes, insurance, supplies, materials, tools, equipment, consultants, lighting requirements, and all other items incidental to producing a complete and acceptable Artwork, and shall, either directly or through qualified subcontractors, undertake the transportation, installation, and integration of the Artwork at the Site.

4.1.2 In the event that ARTIST is unable to perform duties within the specified time period due to the death, physical, other incapacity or circumstances beyond ARTIST's control, CITY may either proceed with completion and installation of the Artwork by ARTIST pursuant to the terms of this Agreement or terminate this Agreement for cause. All Work performed by ARTIST prior to death, incapacity or other circumstances beyond the ARTIST's control will be

compensated as provided in this Agreement. In the event CITY exercises its right to terminate for cause, CITY may retain another artist to complete the Work or elect to implement ARTIST's design by a third party.

4.1.3 The personal skill, judgment, and creativity of ARTIST is an essential element of this Agreement. Therefore, although the parties recognize that ARTIST may employ qualified personnel to work under ARTIST's supervision, ARTIST shall not assign, transfer or subcontract the creative and artistic portions of the Work to another party without the prior written consent of the CITY. Failure to conform to this provision may be cause for termination at the sole option of the CITY.

4.1.4 ARTIST shall be responsible for the quality and timely completion of the Work. ARTIST shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Work upon written request of the CITY's Contract Administrator.

4.1.5 ARTIST shall faithfully perform the Work with the standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature, the quality of which shall be comparable to the best local and national standards. ARTIST shall also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

4.1.9 ARTIST shall not make any public information release in connection with services performed pursuant to this Agreement without prior written permission of the CITY's Contract Administrator.

4.1.10 ARTIST agrees that all Work performed under this Agreement shall comply with all applicable laws, ordinances, codes and regulations as may be amended from time to time. ARTIST shall, at the sole expense of ARTIST, secure the services of an appropriately licensed general contractor, subcontractor, and/or design professional as necessary in order to obtain all permits, licenses and approvals required for the Work hereunder.

4.1.11 Prior to allowing any children under the age of 18 to participate in Project activities, ARTIST shall be responsible to secure signed Waivers from their parents, the form for which shall be provided by the City's Contract Administrator.

4.2 Fabrication and Installation or Integration.

4.2.1 ARTIST shall complete the fabrication, transportation, and installation of the Artwork in conformity with the approved Artwork design development documents. ARTIST shall be responsible for the quality and timely completion of the Work and shall, without additional compensation, correct any errors, omissions, or other deficiencies in the Artwork identified by the Contract Administrator prior to CITY's Final Acceptance.

4.2.2 The Artwork shall not be delivered to the Site or installed until the ARTIST has received applicable permits, other jurisdictional approval(s), and written approval from the CITY's Contract Administrator that the Artwork has been completed according to the approved design and specific installation plans submitted by the ARTIST have been approved.

4.2.3 In the event the services of the ARTIST are integrated into, combined, or otherwise coordinated with services by third parties not within the control of ARTIST, ARTIST shall not be responsible for such third party services. If any part of ARTIST's Work depends upon proper execution or results from work of the CITY or a third party responsible to CITY, ARTIST shall have an ongoing duty to promptly report to CITY any apparent discrepancies or defects in such other work which renders it unsuitable for ARTIST's proper execution prior to proceeding with her Work. Failure of the ARTIST to report a discrepancy or defect shall constitute an acceptance of the CITY or third party's work as fit and proper to receive ARTIST's Artwork. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor. Nothing in this section shall limit the responsibility of the ARTIST to take all reasonable steps to coordinate her Work with the work of the CITY or a third party.

4.2.4 ARTIST shall work in a manner and time so as not to interfere with any of the operations, construction, or maintenance of CITY or its agents. ARTIST shall, when working on the Site, keep the premises free from waste materials and rubbish. At the completion of the Artwork, ARTIST shall, at her sole expense, remove any waste materials, rubbish, tools, equipment, machinery, and surplus materials from the Site attributable to ARTIST or the Artwork. The CITY's Contract Administrator may withhold final compensation until receipt of any necessary clean-up payment from ARTIST, deduct the clean-up charge from final payment to ARTIST, or charge the applicable cost of the cleanup to ARTIST.

4.2.5 ARTIST shall inspect the Site(s) with CITY 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 shall notify the CITY's Contract Administrator in writing of any condition that would render the Site unsuitable for the Artwork.

4.2.6 ARTIST shall complete the fabrication, transportation, and installation of the Artwork in conformity with the Design Proposal approved by both the PAC and the City Commission. ARTIST is solely responsible for Artwork storage pending delivery to the Site and shall coordinate access to the Site for Artwork delivery with the CITY's Contract Administrator.

4.2.7 To the extent applicable, ARTIST shall cooperate with CITY's Contract Administrator or other agents as well as any third parties at the Site(s) to oversee installation of the Artwork. ARTIST agrees that the CITY's Contract Administrator shall have the authority to resolve any scheduling conflicts between the CITY and ARTIST and such resolution shall be binding on the parties.

4.2.8 ARTIST shall have an ongoing obligation to report in writing any discrepancy or defect at the Site which hinders or impairs installation of the Artwork within five (5) calendar days of the time ARTIST knew or should have known of the defect and shall cease installation until written notice from the CITY's Contract Administrator that installation should resume. ARTIST's failure to timely report any apparent discrepancy or defect in writing to the CITY shall waive any related objection ARTIST has to the installation and ARTIST shall be solely responsible for any expenses associated with remedying any discrepancy or defect that hinders or impairs installation or damages the Artwork.

4.2.9 Post Installation: Title; Risk of Loss. Title to the Artwork passes to the CITY upon the CITY's written Final Acceptance of the complete, installed Artwork. At any time prior to Final Acceptance, all risk of destruction or damage to the Artwork or any part thereof from any cause whatsoever shall be borne by ARTIST. ARTIST shall, at ARTIST'S sole expense, rebuild, repair, restore, and make good all such damage to any portion of the Artwork that occurs until the CITY's Final Acceptance. Upon transfer of title, CITY shall be responsible for any and all subsequent damage to the Artwork except damage caused by ARTIST or other agents of the ARTIST.

4.3 Upon CITY's Final Acceptance of the Artwork, ARTIST shall provide CITY a fully-executed original Copyright Assignment of Artwork, a copy of the form for which is attached hereto and made a part hereof as Exhibit 4.

ARTICLE 5 RESPONSIBILITIES OF CITY

5.1. The CITY's Contract Administrator shall be responsible for enforcement of this Agreement. In the event any violation is reported, the CITY's Contract Administrator shall investigate same and report the findings to the City Manager who has sole discretion to take action and make recommendations as deemed necessary. The City Manager's actions and recommendations pursuant to this Article shall be final and binding on ARTIST.

5.2 CITY shall be responsible to maintain the Artwork after Final Acceptance by the CITY's Contract Administrator.

5.3 CITY shall give prompt written notice to ARTIST whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of ARTIST's Work; timely review materials submitted to CITY pursuant to Exhibit 3; and assist ARTIST by providing all public information pertaining to the Project to ARTIST without cost.

5.4 The CITY's Contract Administrator shall be responsible to timely coordinate any required meetings between ARTIST and the Collier City Artist in Residence Subcommittee.

ARTICLE 6 NON-ASSIGNABILITY AND SUBCONTRACTING

6.1 This Agreement is not assignable and ARTIST agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity. Any attempt by ARTIST to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY'S written approval shall provide CITY the right, in CITY's sole discretion, to immediately or otherwise terminate this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on CITY without written consent of the City Commission.

6.2 This Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of ARTIST'S insolvency or bankruptcy,

CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of ARTIST hereunder shall immediately cease and terminate.

6.3 Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and ARTIST.

ARTICLE 7 TERM, RENEWAL AND TIME OF PERFORMANCE

7.1 Term and Renewal. This Agreement shall be for a term of one year or less beginning with the date this Agreement is fully executed by both parties, subject to earlier termination as provided herein. The CITY reserves the right to extend this Agreement for up to a one (1) year provided both parties agree in writing to said extension. Renegotiation shall commence at least sixty (60) days prior to normal termination.

7.2 Fiscal Year. The continuation of this Agreement beyond the end of any CITY fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes. The CITY's fiscal year begins on October 1 of each year and ends on September 30 of the following year.

7.3 Delay. ARTIST shall notify CITY in writing whenever a delay is anticipated or experienced and set forth all facts and details related to the delay. The CITY's Contract Administrator may grant ARTIST an extension of time if he/she deems it appropriate in his/her sole discretion.

7.4 Time is of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement. All duties, obligations and responsibilities of ARTIST required hereunder shall be substantially completed no later than the deadlines set forth in the Scope of Services attached as Exhibit 3.

7.4.1 In the event ARTIST is unable to timely complete the Work because of delays which are not the fault of ARTIST, the CITY's Contract Administrator may grant a reasonable extension of time for completion. The determination of whether a delay is the fault of ARTIST shall be made by the CITY's Contract Administrator and the ARTIST agrees to abide by such decision. It shall be the responsibility of ARTIST to notify CITY promptly in writing whenever a delay is anticipated or experienced and to inform CITY of all facts and details related to the delay.

7.4.2 The CITY's Contract Administrator may grant ARTIST a reasonable extension of time if there is a delay caused by CITY, third parties and conditions beyond ARTIST's control or Acts of God render timely performance of ARTIST's services impossible or unduly burdensome; however, the term of this Agreement may only be changed by written amendment approved by Resolution of the City Commission. Failure to fulfill contractual obligations due to conditions beyond either party's control will not be considered a breach of this Agreement provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 8
DESIGN AND MODIFICATION

ARTIST understands and agrees that the Artwork to be created for the Project as well as the location where the Artwork is to be installed is subject to recommendation by the PAC and formal approval by the City Commission. ARTIST also understands and agrees that ARTIST shall be required to submit up to four (4) Design Proposals and attendant phasing schedule for the Artwork to the PAC for review and comment. If the PAC does not approve a design for the Artwork after ARTIST has submitted a total of (4) Design Proposals and ARTIST refuses to submit any additional Design Proposals, the CITY has the right to terminate this Agreement with ARTIST.

Major modification shall mean more than a 25% overall change from the Design Proposal formally approved by the City Commission and is prohibited without the formal approval of both the PAC and City Commissions. Minor modifications may be submitted and approved by the CITY's Contract Administrator only when necessary to facilitate the Work. ARTIST understands and agrees that CITY's Contract Administrator has sole discretion to approve the modification "as is," require formal review and approval by both the PAC and City Commission and to determine whether said modification is necessary to facilitate the Work.

ARTICLE 9
INSPECTIONS BY CITY

The CITY's Contract Administrator shall inspect the fabrication and installation of the Artwork at the four completion phases described below to ensure compliance with the Design Proposal approved by the City Commission.

- 1st Inspection - 10% completion (beginning phases of Artwork fabrication)
- 2nd Inspection - 25% completion (Artwork fabrication is 50% complete)
- 3rd Inspection - 50% completion (Artwork is complete and ready for installation)
- 4th Inspection - 100% completion (Artwork installed at the Site)

ARTIST shall notify the CITY's Contract Administrator in writing when each of the completion phases has been reached. ARTIST understands and agrees that the CITY's Contract Administrator has sole discretion to determine whether ARTIST has reached the requisite completion phase.

ARTICLE 10
COMPENSATION, RECORDKEEPING, INSPECTION,
AUDIT, BACKGROUND CHECK AND
PUBLIC RECORDS PROCEDURES

10.1 Compensation. For and in consideration of the mutual covenants and obligations herein as well as other good and valuable consideration received, ARTIST agrees to provide the Work required hereunder for CITY and CITY agrees to pay ARTIST a maximum not-to-exceed total amount of Thirty Thousand Dollars (\$30,000.00) payable in four (4) installments as set forth below.

- Phase 1: Up to Two Thousand Dollars (\$2,000.00) within ten (10) business days after this Agreement is formally approved by the City Commission
- Phase 2: Up to Four Thousand Dollars (\$4,000.00) within ten (10) business days from ARTIST's satisfactory completion of four (4) Community Engagement Activities and two (2) Art Lectures
- Phase 3: Up to Ten Thousand Dollars (\$10,000.00) within ten (10) business days from the City Commission's formal approval of the Design Proposal for the Artwork.
- Phase 4: Up to Fourteen Thousand Dollars (\$14,000.00) within ten (10) business days from the CITY's Final Acceptance of the Artwork and satisfactory completion of the Catalogue Form attached as Exhibit 5.

10.1.2 All payment shall be made only for Work actually performed, completed and accepted by CITY pursuant to this Agreement and in accordance with the foregoing payment schedule which shall be accepted by the ARTIST as full compensation for all such Work. These maximum amounts do not constitute a limitation of any sort upon ARTIST's obligation to perform all Work required hereunder and CITY shall not be obligated to reimburse ARTIST for its expenses unless specifically agreed to in this Agreement.

ARTIST must submit invoices for compensation, but only after the Work for which the invoices are submitted has been completed. Invoices shall state the nature of the services performed and/or the expenses incurred. A written summary shall accompany each original invoice describing the Work completed during that payment period. CITY shall pay ARTIST within ten (10) business days of receipt of ARTIST's proper invoice. 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 CITY's Contract Administrator. The final invoice must be received no later than sixty (60) calendar days after this Agreement expires.

10.1.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from ARTIST's failure to comply with any term, condition, or requirement of this Agreement or from loss on account of inadequate, defective or otherwise unacceptable Work that has not been remedied or loss due to fraud or reasonable evidence indicating fraud by ARTIST. When the reasons for withholding payment are removed or resolved in a manner satisfactory to the CITY's Contract Administrator, payment may be made to ARTIST. The amount withheld pursuant to this provision shall not be subject to payment of interest by CITY.

10.2 Recordkeeping, Inspection and Audit Procedures.

CITY shall have the right to audit the books, records, and accounts of ARTIST that are related to this Agreement. ARTIST shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books,

records, and accounts of ARTIST shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, ARTIST shall make same available at no cost to CITY in written form.

ARTIST shall be required to record, preserve and make available at all reasonable times for CITY'S local inspection, examination and audit, complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as amended from time to time if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination or expiration of this Agreement. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

ARTIST shall make available for CITY's inspection at reasonable times all time logs, financial records, federal/state tax returns and any other documents attendant to ARTIST's Work hereunder. ARTIST shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Article 10.2.

10.3 Background Check Procedures. Prior to commencing any Work hereunder ARTIST shall provide the CITY'S Contract Administrator a completed and fully-executed Release so that CITY, at its sole cost, can conduct a background check on ARTIST in accordance with its Background Screening Policy as set forth in Exhibit 6. CITY reserves the right to refuse to permit ARTIST or any of its agents to provide services under this Agreement based upon the grounds for disqualification set forth in the CITY's Background Screening Policy.

10.4. Public Records. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The ARTIST shall comply with Florida's Public Records Law, as amended. Specifically, the ARTIST shall:

10.4.1. Keep and maintain public records required by the CITY in order to perform the service.

10.4.2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

10.4.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the ARTIST does not transfer the records to the CITY.

10.4.4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the ARTIST, or keep and maintain public records required by the CITY to perform the service. If the ARTIST transfers all public records to the CITY upon completion of the Agreement, the ARTIST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ARTIST keeps and

maintains public records upon completion of the Agreement, the ARTIST shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records in a format that is compatible with the information technology systems of the CITY.

Failure of the ARTIST to provide the above described public records to the CITY within a reasonable time may subject ARTIST to penalties under 119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN
IF THE ARTIST HAS QUESTIONS
REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES,
TO THE ARTIST'S DUTY TO
PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF
PUBLIC RECORDS AT:**

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

**ARTICLE 11
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY
City Manager
P.O. Drawer 1300
Pompano Beach, Florida 33060
Greg.Harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:
Laura Atria, Public Art Program Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
laura.atria@copbfl.com
(954) 786-4310 office
(954) 786-4666 fax

For ARTIST
Tanya Langford, Manager
2450 1/2 Burlington Avenue N
Saint Petersburg, FL 33713
yalaford@gmail.com
(727) 420-1721 phone
(212) 203-0026 cell

ARTICLE 12
GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and ARTIST submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 13
INDEPENDENT CONTRACTOR

It is expressly understood between the parties that ARTIST'S relationship to CITY hereunder is that of an independent contractor. Work provided by ARTIST hereunder shall be subject to supervision of ARTIST. No partnership, joint venture or other joint relationship is created by this Agreement. ARTIST and its agents shall have no authority to employ any person as an employee or agent on behalf of CITY for any purpose or otherwise bind CITY in any respect.

Neither ARTIST nor any of its agents engaging in any Work hereunder shall be deemed an employee or agent of CITY nor shall they represent themselves to others as an employee or agent of CITY. Should any person indicate by written or verbal communication that they believe ARTIST or one of its agents is an employee or agent of the CITY, ARTIST shall use its best efforts to correct said mistaken belief both verbally and in writing.

ARTIST shall be deemed an independent contractor for all purposes, and the apprentices selected and managed by ARTIST hereunder or any of its agents, contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the CITY. As such, the apprentices, agents or employees of the ARTIST, its contractors or subcontractors, shall not be subject to any withholding for tax, Social Security or other purposes by CITY, nor shall such person be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the CITY.

ARTICLE 14
ATTORNEY FEES AND COSTS

In the event of any litigation involving the terms and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels. The provisions of this Article shall survive termination of this Agreement.

ARTICLE 15
ARTIST'S INDEMNIFICATION OF CITY

15.1 ARTIST shall at all times indemnify, hold harmless and defend the CITY, its officials, employees and other authorized agents hereunder from and against any and all claims, losses, demands, suit, damages, attorneys' fees, fines, penalties, expenditures, defense costs, liabilities or causes of action of any nature whatsoever arising directly, indirectly or in connection with ARTIST or ARTIST's authorized agents actions, negligence, misconduct, omission or provision of Work hereunder without limitation, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification of CITY by ARTIST shall not be operative as to any claims by ARTIST for any causes of action ARTIST has or may have for breaches, defaults, negligence, gross negligence or willful misconduct of CITY or any of its officers, employees or authorized agents.

In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, ARTIST shall, upon written notice from CITY, resist and defend such claim(s) by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney for the CITY and bear all costs and expenses related thereto to investigate, handle, respond to, and provide defense for any such claim(s) even if the claim(s) is/are groundless, false or fraudulent. The provisions and obligations of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY's Contract Administrator or City Attorney, any sums due ARTIST hereunder may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

15.2 ARTIST acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by ARTIST. The parties agree that one percent (1%) of the total compensation paid to ARTIST hereunder shall constitute specific consideration to ARTIST for the indemnification provided under this Article. The provisions and obligations of this Article shall survive expiration or early termination of this Agreement. To the extent considered necessary by the CITY's legal counsel, in his or her reasonable discretion, any sums due ARTIST hereunder may be retained by CITY 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 CITY.

15.3 ARTIST acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property, stock or inventory of ARTIST and that ARTIST is solely responsible for insuring same against damage or loss of any nature or kind. ARTIST further agrees that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of ARTIST'S performance of Work hereunder.

15.4 ARTIST expressly agrees that these indemnification provisions are intended to be as broad and inclusive as permitted by laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

15.5 The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 16

GOVERNMENTAL IMMUNITY

CITY is a political subdivision of the State of Florida and nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY. Each party agrees to be fully responsible for the acts and omissions of its agents 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.

ARTICLE 17

PUBLIC ENTITY CRIMES ACT

ARTIST represents that the execution of this Agreement will not violate the Public Entity Crimes Act set forth in Section 287.133, Florida Statutes, as may be amended from time to time. Violation of this Article shall result in termination of this Agreement and recovery of all monies paid by CITY hereunder and may result in debarment from the CITY's competitive procurement activities.

ARTIST further represents that there has been no determination, based on an audit, that ARTIST committed a "public entity crime" as defined by Section 287.133, Florida Statutes, as may be amended from time to time, and that ARTIST has not been formally charged with committing a "public entity crime" regardless of the amount of money involved or whether ARTIST has been placed on the convicted vendor list.

ARTICLE 18

INSURANCE

ARTIST shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit 7. ARTIST shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY'S Risk Manager. In addition, the CITY shall be named as an additional insured on the Certificate of Insurance.

ARTICLE 19

DEFAULT AND DISPUTE RESOLUTION

19.1 If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

19.2 If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 11 herein.

19.3 If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 11 herein.

Upon receipt of said written appeal or demand, the City Manager for the CITY may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 11 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by ARTIST.

ARTICLE 20 TERMINATION

20.1 Termination for Cause. Breach or default of any of the covenants, duties, or provisions hereunder shall be cause for termination of this Agreement, including, but not limited to, ARTIST'S repeated negligent or intentional submission for payment of false or incorrect bills or invoices; failure to suitably perform the Work; or failure to continuously perform the Work in a manner calculated to meet or accomplish the Project's objectives.

In the event of a breach or default, the defaulting party shall be given written notice which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same, and either party may avail itself of the informal Default and Dispute Resolution Procedures set forth in Article 11 above or seek other remedies as provided hereunder or by law. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience.

20.2. Termination for Convenience of City. Upon thirty (30) calendar days written notice to ARTIST delivered by certified mail, return receipt requested, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the CITY's best interest. If this Agreement is terminated for CITY's convenience, the notice of termination to ARTIST shall state so and also define the extent of the termination.

Upon receipt of such notice, ARTIST shall use commercially reasonable efforts to discontinue all Work hereunder to the extent indicated on the notice of termination. CITY shall be responsible to pay ARTIST any monies to which ARTIST is entitled for the WORK satisfactorily completed through the date of termination. ARTIST acknowledges that ARTIST has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by ARTIST, for CITY's right to terminate this Agreement for convenience and ARTIST hereby waives any and all rights to challenge the adequacy of such consideration or the validity of CITY's right to terminate for convenience.

20.3 Notice of termination shall be provided in accordance with Article 11 above except that notice of termination by the CITY's City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with Article 11 herein.

20.3.1 In the event this Agreement is terminated for any reason, any amounts due ARTIST shall be withheld by CITY until all documents are provided to CITY pursuant to the "Rights In Documents and Work" section in Article 29.

ARTICLE 21

NO DISCRIMINATION AND AMERICAN WITH DISABILITIES ACT

21.1. No Discrimination. In the performance of this Agreement, ARTIST and its agents shall not discriminate against any person or entity because of race, age, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, political affiliation or any other factor which cannot lawfully or appropriately be used as a basis for service delivery.

21.2. American with Disabilities Act ("ADA"). ARTIST shall affirmatively comply with all applicable provisions of the ADA, including Titles I and II regarding nondiscrimination on the basis of disability and all applicable regulations, guidelines and standards. ARTIST shall also comply with Title I of the ADA regarding nondiscrimination on the basis of disability in employment and shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability.

21.3 ARTIST's compliance with the foregoing non-discrimination provisions are express conditions hereof and any failure by ARTIST to so comply shall be a breach of this Agreement and CITY may exercise any right as provided herein or otherwise provided by law.

ARTICLE 22

NO CONTINGENT FEE

ARTIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARTIST, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for ARTIST any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of ARTIST'S breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY'S sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 23

FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil

disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure.

If CITY or ARTIST are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

ARTICLE 24

WAIVER AND MODIFICATION

CITY and ARTIST agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and is therefore a material term hereof. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Further, the acceptance of a single or repeated payment(s) by CITY after it falls due or after knowledge of any breach by ARTIST shall not be construed as a waiver of any of the CITY's rights hereunder.

CITY and ARTIST may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

ARTICLE 25

RELATIONSHIP BETWEEN THE PARTIES

ARTIST is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of ARTIST's time and skill as does not interfere with ARTIST'S obligations hereunder.

ARTICLE 26

SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect unless CITY elects to terminate this Agreement.

ARTICLE 27 APPROVALS

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

ARTICLE 28 ABSENCE OF CONFLICTS OF INTEREST

28.1 Neither ARTIST nor any of its agents hereunder shall have or acquire any interest, either direct or indirect or continuing or frequently recurring employment or contractual relationship, that is substantially antagonistic or incompatible with ARTIST's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

28.2 During the term of this Agreement, ARTIST agrees that neither ARTIST nor any of ARTIST's agents hereunder shall serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or ARTIST is not a party unless compelled by court process. Further, ARTIST agrees that 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 CITY's interests in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Article shall not preclude ARTIST or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

28.3 In the event ARTIST is permitted hereunder to utilize subcontractors to perform any Work required by this Agreement, ARTIST agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as ARTIST.

ARTICLE 29 MISCELLANEOUS TERMS AND CONDITIONS

29.1 In case there is conflict between the terms of the Call To Artists (Exhibit 1), ARTIST's Proposal (Exhibit 2), and this Agreement, the terms of this Agreement shall prevail.

29.2 The Artwork designed, fabricated and installed by ARTIST hereunder shall be permanent Artwork created solely for CITY. Pursuant to the Copyright Assignment attached as Exhibit 4, CITY has exclusive property rights to the Artwork. In addition, ARTIST understands and agrees that CITY has the right to deaccession the Artwork three (3) years after CITY's Final Acceptance of same.

29.3 ARTIST understands and agrees the Artwork shall be fabricated and installed to withstand the outdoor climate of South Florida for a minimum of five (5) years after CITY's Final Acceptance of same. Further, ARTIST understands and agrees that CITY is entitled to rely upon the foregoing durability provision such that if any part(s) of the Artwork substantially deteriorates or is otherwise found to be defective, as determined solely by the CITY's Contract Administrator, ARTIST shall be responsible to repair or replace same at ARTIST's sole cost. However, CITY (not ARTIST) shall be solely responsible to bear all costs associated with the repair of any damage to the projects caused by vandalism after CITY's Final Acceptance.

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

29.5 Neither CITY nor ARTIST intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree there are no third party beneficiaries to this Agreement and that no party shall be entitled to assert a claim against either of them based upon this Agreement.

Joint Preparation. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and ARTIST acknowledge they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

29.7 Truth-In-Negotiation Representation. ARTIST's compensation under this Agreement is based upon representations ARTIST supplied to CITY. ARTIST certifies that the information supplied is accurate, complete and current at the time of contracting. CITY shall be entitled to recover any damages it incurs to the extent any representation is untrue.

29.8. 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 CITY's property. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by ARTIST, whether finished or unfinished, shall become the CITY's property and ARTIST shall deliver same to the CITY's Contract Administrator within seven (7) days of said termination or expiration by either party. Any compensation due ARTIST shall be withheld until all documents are received as provided herein.

29.9 Incorporation By Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

ARTICLE 30 BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

ARTICLE 31 WARRANTIES AND STANDARDS

31.1 Original Art. ARTIST warrants that the Artwork being commissioned is the original product of her own creative efforts, and, unless otherwise expressly stated herein, the Artwork is

original and a single edition that ARTIST shall not sell or reproduce, or allow others to do so, without CITY's prior written consent.

31.2 Warranty of Quality. ARTIST warrants the Artwork shall be free of defects in material and workmanship, including without limitation any defects consisting of "inherent vice" or qualities accelerating deterioration of the Artwork, and that ARTIST shall correct, at ARTIST's sole expense, any such defects which appear within a period of five (5) years from CITY's Final Acceptance. Should the Artwork deteriorate to the point that it no longer represents ARTIST's intent during ARTIST's lifetime and/or poses a safety hazard due to its deteriorated state and CITY choose to have the Artwork restored rather than deaccession ARTIST shall be given the first right of refusal to perform the restoration. If funds for such restoration are not available, CITY shall have the right to destroy the Artwork upon notifying ARTIST in writing by certified mail, return receipt requested, sent to ARTIST's last known address, that ARTIST has the right of consultation regarding the Artwork's removal or destruction. "Restore" means to effect repairs to the Artwork necessitated by extensive damage or deterioration which require ARTIST's artistic talents to ensure the restored Artwork reflects the qualities and artistic integrity of the Artwork at Final Acceptance by the CITY.

31.3 Sale or Reproduction. ARTIST represents and warrants that ARTIST shall not sell or reproduce the Artwork or allow others to do so without the prior written approval of CITY. For 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 Artwork commissioned hereunder. 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 ARTIST's life plus fifty (50) years and shall be binding on ARTIST's successors, heirs and assigns.

31.4 Materials. ARTIST warrants to CITY that all materials used will be new unless otherwise specified and that all Work will conform in all ways with this Agreement. ARTIST shall deliver the Artwork to CITY free and clear of any liens.

31.5 Intellectual Property Warranty. ARTIST warrants the Artwork shall not infringe upon or violate any license; copyright, patent, trade secret, trademark, moral rights, semiconductor chip protection or unfair competition law; proprietary information, non-disclosure, intellectual property or other right of any third party; any right of privacy or contain libelous material. ARTIST warrants that the Artwork complies with all applicable patent, trademark and copyright laws, rules, regulations, and codes. ARTIST further agrees that the Artwork shall not utilize any protected patent, trademark or copyright unless ARTIST has obtained all necessary permission and authority and provides documentation of same to CITY. If ARTIST uses any protected material, process or procedure in connection with the Artwork, ARTIST shall disclose such patent, trademark or copyright in the construction drawings and technical specifications.

31.6 Warranty of Authorization. ARTIST represents that ARTIST possesses full power to enter into this Agreement and to convey the rights herein granted to CITY without the consent of any third party.

31.7 ARTIST'S Rights and Waiver. CITY shall, at its expense, prepare and install a plaque or sign identifying the ARTIST, the title of the Artwork and year of completion and maintain such identifying plaque in good condition and repair. CITY agrees that all references to the Artwork and all reproductions of the Artwork shall credit ARTIST for the Artwork. If the Artwork becomes significantly modified after Final Acceptance by CITY, ARTIST may request removal of the ARTIST's name from the Artwork. Any such request shall be provided to CITY in accordance with the requirements of Article 11.

31.7.1 CITY may reasonably assure that the Artwork is properly maintained and protected, taking into account the recommendations of ARTIST.

31.7.2 ARTIST shall be given the right of first refusal to perform repairs and shall be paid a reasonable fee for such services. ARTIST and CITY shall agree in writing upon the fee before commencement of such services. If the parties cannot come to agreement for repair services, ARTIST is unable or unwilling to perform any necessary repairs, or the CITY cannot locate ARTIST, CITY will cause such work to be performed at the CITY's expense in accordance with recognized principles of conservation.

31.7.3 In the event the Artwork cannot be successfully restored in accordance with Article 31.2 above as determined by CITY or CITY chooses to deaccession the Artwork, CITY shall notify ARTIST in writing by certified mail, return receipt requested, sent to the ARTIST's last known address. ARTIST shall have the option to purchase the Artwork from the CITY at a price set by a professional appraiser selected and paid for by CITY. ARTIST must exercise this option within forty-five (45) calendar days of written notice from the CITY. If ARTIST exercises this option, removal of the Artwork shall be at ARTIST's sole expense. If ARTIST does not exercise this option, CITY may deaccession and dispose of the Artwork as it deems appropriate under the circumstances.

31.7.4 ARTIST understands and agrees that the provisions of this Agreement shall control to the exclusion of the provisions of the European Union law or other domestic or international law and shall constitute a waiver by the ARTIST of any rights in the Artwork set out in or otherwise granted by laws of other jurisdictions addressing ARTIST's rights in the Artwork.

31.7.5 Warranty of Authorization and Non-Infringement. ARTIST warrants to ARTIST's best knowledge, the Work provided under this Agreement will not infringe upon or violate any license; copyright, patent, trade secret, trademark, moral rights, semiconductor chip protection or unfair competition law; proprietary information, non-disclosure; intellectual property or other right of any third party; any right of privacy; or contain libelous material and the ARTIST possesses full power to enter into this Agreement and to convey the rights herein granted to CITY without the consent of any third party.

ARTICLE 32 RIGHTS IN ARTWORK

32.1 ARTIST's Waiver For Integrated Artwork. The provisions of this Agreement shall control over the provisions of 17 B.S.C. § 106A and shall constitute a waiver by ARTIST of any rights in the Artwork set out in or otherwise granted by the Visual Artists Rights Act of 1990, 17

B.SC. § 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 understands and agrees the provisions of this Agreement shall control and constitute a waiver by ARTIST of any rights in the Artwork set out in or otherwise granted by laws of other jurisdictions addressing ARTIST's rights in the Artwork.

32.1.1 The 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 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 B.SC. § 106A or any other applicable law.

32.1.2 All other rights in and to the Artwork relating to the continuing interest ARTIST may have in the Artwork's maintenance and modification are expressly waived by ARTIST and, insofar as such rights are transferable, are assigned to CITY.

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

32.2 Copyrights. ARTIST agrees that all Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations, and codes. ARTIST further agrees the Work will not utilize any protected patent, trademark or copyright unless ARTIST has obtained proper permission and all releases and other necessary documents. If ARTIST uses any protected material, process or procedure, ARTIST shall disclose such patent, trademark or copyright in the Design Proposal and technical specifications.

ARTICLE 33 SURVIVAL

The following provisions shall survive the expiration or earlier termination of this Agreement: Article 10B, "Recordkeeping, Inspection and Audit Procedures"; Article 12, "Governing Law and Venue"; Article 15, "ARTIST's Indemnification of City"; Article 29, Paragraph 10, "Rights in Documents and Work"; Article 29, Paragraph 11, regarding Artwork repair and restoration; Article 31, "Warranties and Standards"; Article 32, "Rights in Artwork"; and this Article 33, "Survival".

The following provisions shall survive the expiration or earlier termination of this Agreement for at least a period of five (5) years after such expiration or termination or longer if required by the Florida Public Records Act as may be amended from time to time; Article 10, "Audit Right and Retention of Records," and Article 11, "Notices and Demands."

ARTICLE 34
ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

"CITY":

Witnesses:

Betty J. Moses

Shelley R. Barthlow

CITY OF POMPANO BEACH

By: _____

Lamar Fisher
LAMAR FISHER, MAYOR

By: _____

Gregory P. Harrison
GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceletha Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

Mark E. Berman
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 28th day of July, 2017, by LAMAR FISHER as Mayor, GREGORY P. HARRISON as City Manager and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

"ARTIST"

Witnesses:

YA LAFORD FINE ART, LLC, a
Florida Limited Liability Company

Thomas Kite
Thomas Kite
Print Name

BY: Tanya Langford
Tanya Langford, Manager

Spacia Schrader
Spacia Schrader
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of
June, 2017, by TANYA LANGFORD as manager of YA LAFORD FINE ART,
LLC, a Florida limited liability company, who is personally known to me or who has produced FL DL
(type of identification) as identification.

NOTARY'S SEAL:



THOMAS KITA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF187205
Expires 1/4/2019

Thomas Kite
NOTARY PUBLIC, STATE OF FLORIDA
Thomas Kite
Name of Acknowledger Typed, Printed or Stamped
FF187205
Commission Number

FP
6/13/17
L:\agr\devset\2017-678f

Exhibit 1

Collier City Artist in Residence Project
Pompano Beach – Collier City
Budget: Total: \$30,000
Due: January 25, 2017
Project Time Length: 1 year

The City of Pompano Beach Public Art Program is seeking a professional artist as part of an Artist in Residency Program. This is a Community Engagement Program. The selected artist should have experience with working in low income neighborhoods. The artist will work with the residents of Collier City implementing Engagement Activities that will assist in creating a design for a final artwork that will be installed in the neighborhood. The Engagement Activities and final artwork are to be based on aspects that will improve the quality of life for the community and create an artwork that is representative of what those living in the community would like to see.

Project Scope

The Artist in Residence will visit Collier City, build relationships and work with community members by implementing Community Engagement Activities that represent the community. Using these Activities, the artist will develop a work of art that will be installed in Collier City at the end of the residency. This program will take place for a period of one year with an outcome of at least one completed and installed artwork project. The main goal of this project is to build relationships and engagements through developing a concept for the artwork.

Artist shall document the development of the project through photography, painting, sculpture, installation, writing, video or any other artistic form or combination of genres. Throughout the residency, the artist shall conduct Community Engagement Activities to interact and form relationships with the public. These activities may include agreed upon workshops, meetings, charrettes, or any engagement that will help in the development and creation of the final completed artwork. Upon the conclusion of the residency, the artist shall have completed at least ten Community Engagement Activities, three Public Lectures and one artwork representing the residency, which will be installed at a location to be determined within Collier City. The artist will be paid \$30,000 of which \$10,000 minimum must be allocated towards the value of the artwork. The remainder shall include artist fee and any and all applicable materials and supplies necessary to complete the overall program.

Collier City

According to the Amendment to the Northwest CRA Plan for the Pompano Beach Community Redevelopment Agency, Collier City is a sub-area containing approximately 488 acres and is predominantly residential. Most of it is zoned for low density, single family homes, although some duplexes and smaller multi-family development exists near the western and northern edges. The central spine of this sub-area is NW 27th Avenue, along which are a number of churches and smaller commercial establishments. Most larger commercial uses occur at the edges, primarily along NW 31st Avenue, Atlantic Boulevard and Dr. MLK Jr. Boulevard. Collier City is fairly stable, with buildings in fair to good condition.

community that may influence the visual content of the end artwork design, however, the final artwork will be the artist's original creative concept. The artist is to provide all materials and fees needed to complete these activities. The public lectures will inform those in attendance on the process of creating artwork, public art and the work the artist has been completing while in residence at Collier City. These Engagement Activities and public lectures will be used to develop a design concept for the final artwork project.

- B. Artwork: The artist shall create an artwork proposal once the Community Engagement Activities and public lectures have been completed. This proposal must be approved by the Public Art Committee and City Commission. The artwork proposal must include the artwork's description, proposed location, medium, installation method, maintenance requirements and budget listing the materials and fabrication costs, including all services, materials, consultants and equipment necessary for the installation of the artwork. Total value of artwork must be a minimum of \$10,000. Revisions may be requested by the City.
- C. Artwork Fabrication & Installation: The artist shall complete the fabrication and installation of the artwork. The artist shall perform all services and furnish all supplies, materials and equipment necessary for the design, execution and fabrication of the artwork, including, but not limited to, payment for all necessary permits, taxes, insurance, supplies, materials, tools, equipment, consultants, lighting requirements and all other items incidental to producing and installing the artwork and shall transport, install and integrate the artwork at the determined site. These costs will be attributed to the \$10,000 minimum artwork budget.

Budget

The total budget for this project is \$30,000. The price will include all taxes, insurance and fees. The final installed artwork must have a project cost valued at a minimum of \$10,000. A budget sheet outlining expenses for the fabrication of the final artwork must be provided.

Approximate Schedule

December 1, 2016	Call to Artists is Posted
January 25, 2017	Deadline for Applications
January/February 2017	Selection of 3 Shortlisted Artists
February 2017	Shortlisted Artists Interviews & Final Artist Selection
March 2017	Commission Approval
April 2017	Residency Begins

Submittal Requirements

All submissions should be submitted through CaFE. Submissions received after January 25, 2017 will not be accepted. Submissions must include:

- Resume (this should include experience in Community Engagement Projects, residencies, teaching and art projects. Artist should describe experience working in low income neighborhoods);
- Digital Images of portfolio / previous artwork (Minimum of 3 and maximum of 8 digital Images which relate in material and/or general approach to this project);
- Experience Statement – limited to 2000 characters describing the artist's experience with similar community based projects;
- General Approach Statement – limited to 2000 characters describing the general approach to the project; and
- Community Engagement Activity Plan – This will be a detailed Plan of the ten Community Engagement Activities the selected artist will be completing. The Plan must include the activities

and the resident group, if applicable, that will be participating. This Plan will need to be uploaded to CaFé. There is no character limit.

Three (3) shortlisted artists will be selected and interviewed.

Proposal Selection Criteria

The artist will be selected based on the following criteria:

- Experience with kindred projects;
- Experience with working in low income neighborhoods;
- Quality of past artwork;
- General Approach Statement;
- Community Engagement Activity Plan.

Eligibility

The project is open to all professional artists nationwide. Artists are NOT eligible if they are immediate family or business partners of members of the Public Art Committee or program staff.

Artist Selection Process

The selection process is managed by the City of Pompano Beach. The Pompano Beach Public Art Committee will create a sub-committee that will serve as the selection committee and interview the shortlisted artists. The subcommittee will recommend their selection to the Public Art Committee and the City Commission. The Public Art Committee and the City Commission will either approve or deny the subcommittee's selection. Final purchase approval is contingent upon inspection ensuring long-term conservation of the artwork.

Other Selection Issues:

- a. Florida "Sunshine Laws": All meetings of the Public Art Committee are open to the public, are publicly advertised and are documented through written minutes.
- b. Conflicts of Interest: Artists with immediate family or business partners on the selection committee are not eligible to apply. A selection committee member may choose to withdraw from discussion and voting for any apparent conflict of interest.
- c. Public Art Committee Contacts: Artist applicants should not contact Public Art Committee members between the release of the Call to Artists and the completion of the selection process. Contact the City of Pompano Beach for all questions and information.

Exhibit 2

Ya Levy-La'ford's Proposal

Ya Levy-La'ford

Contact

Contact via Cell Phone

Email yalaford@gmail.com

Phone 727 242-1191

Cell 212 203-0026

Web Site <http://www.yalaford.com>

Mailing 2450 Burlington Ave. N
Saint Petersburg FL () USA
33713-

Event Specific Data

Status Received

Booth #0

Wait List #0

Custom Answers

Provide a detailed Plan of the ten Community Engagement Activities you will be completing if selected. The Plan must include the activities and the resident group, if applicable, that will be participating. There is no character limit.

La'ford_CV_Collier_Plan.pdf (download)

Describe your general approach to this project.

The opportunity to work with Collier City residents builds upon my community organizing skills and my social engagement passion to explore synergies between people, spaces and time and how the power of art, can revolutionize the social, cultural and historic contexts of our interconnected journey. To achieve a successful residency, it is imperative to establish identifiers and obstacles that habitually maintain barriers of division. Although a community's façade portrays residents occupying the same space, often sentiments of isolation, judgment, and fragmentation exist denying relationship building, strong bonds and trust, rousing in its wake reluctance for communal engagement.

To combat these forces is to envision how art can change communities and play an immeasurably active role in expressing the artistic identity of the Collier City community. During the residency, I bare the challenge of unlocking the potential of the underserved to reach new possibilities, enhance the local creative economy, while also using the universal language of art to encourage, stimulate and animate public engagement. Because I am part of a large diverse family, meeting people and building relationships is never a challenge, and evolves organically as the use of dynamic colors and brushes is a known softener to spark social dialogue.

My residency goal is to build interconnectivity and to ensure artistic expression emanates within Collier City as a beacon city of arts and culture. Under a mantra of unity, strong relationships, camaraderie and participation in the design and creation of paintings, installations, events, and storytelling will serve as the nexus of communal vibrancy, building bridges in promotion of Collier City's artistic ecosystem. I especially aim to work with at-risk youth to exhibit how artistic exploration can develop self-expression, imagination, critical-thinking and problem-solving skill sets, as art and life skills go hand-in-hand.

Provide your resume. This should include experience in Community Engagement Projects, residencies, teaching and art projects. Artist should describe experience working in low income neighborhoods.

La'ford_CV_Collier.pdf (download)

Payments

TransactionID# 490467 (1) \$0.00 Collier City Artist in Residence Project - City of Pompano Beach Public Art using a Visa or Mastercard

Communication

Emails

Art

Category

Statement I am delighted to express my interests in the Artist in Residency Program. Broward County is the cornerstone of my formative years and exposed me to a diverse range of experiences centered on arts and community service. Through volunteer service with SECME (Science, Engineering, Communications, Mathematics and Enrichment) I had the opportunity to serve at 30 Broward County schools. As a result, learning and artistic exploration has become a life long treasure and has guided my journey as a public artist, professor and community builder.

Community collaborations:

- Partnered with Florida Holocaust museum and Shine Mural Festival to create 85-ft pedestrian tunnel with a 3 series storytelling series, inviting 150 underserved elementary through high school students together with educators, artists, politicians, community leaders and holocaust survivors to share powerful stories and exchange spirited discussion.
- Partnered with Carter G. Woodson African-American Museum to create installation working with marginalized children to write letters of a promising future for a time capsule set for 2019. This partnership also included attendance and a workshop for Housing Authority residents and spurred the raising of \$600,000 from the city government to purchase the museum as it was facing closure.
- Partnered with James Weldon Johnson Library, and youth to create literacy mural, "Lift every word and read." The mural has spurred increased visits to the library and also included the participation of the deputy mayor and police.
- In recognition of Martin Luther King's legacy, I worked with youth on a mural titled "King's Dream Unite. The historic landmark treasure once bridged racial divides through music, culture and community vibrancy. The students learned the value of public service, community expression, imagination, critical thinking and the impact of how bridging differences stimulates unity, helps our neighbors and builds a stronger community.



**QUANTUM
Inhabited
Space**
Documentation of site-specific 3 wall and floor space
50" x 65" x 100"
\$50000.00



**Blue
SUNnel**
ink, pigment, glue, alcohol, egg, bleach) heat, resin, LED
20" x 20" x 85"
\$50000.00



**Kings
Dream**
mixed-media
30" x 23" x 0"
\$10000.00



**The
Forbidden Space,
Interactive Site Specific
Installation**
Sculpture, Metallic Paints
35' x 18' x 23'
\$50000.00



**Golden
Wave**
acrylic, metallic paint, LEDs
40" x 55" x 0"
\$50000.00



**The
Impenetrable
Intersection:
Jamaican Rasta
visible III**
Spray-paint, Acrylic, Gold leaf, Wall paper, Found objects W
10' x 10' x 10'
\$20000.00



**Illuminated
Silence**
Spray-paint, Silver leaf, Wall paper, Found objects Wax
30' x 50' x 30'
\$30000.00



SCOPE OF SERVICES

Exhibit 3

Community Engagement Activities & Artist Lectures

The theme of my residency is titled, "CITY-RISE" and is symbolic of my one-year journey within Collier City using art to build bridges of cultural hybridity, discourse, community exchange and interconnectivity. The end result will culminate in an artwork installed at a location to be determined through my research and approved by the City Commission.

Through this residency, I will complete community engagement activities and public art deliverables that recognize Collier City's past, present strides and promising future. The anticipation of the challenges ahead will be met with excitement geared toward establishing community pride and consensus. I will utilize aesthetic enhancements as a centerpiece of resurgence to celebrate the healing universal language of art. I look forward to engaging the community by working shoulder-to-shoulder with the underserved, law enforcement, sororities, churches, community leaders, teachers, other artists, appointed/elected officials and City staff.

During my initial visits to Collier City, I intend to utilize my time and studio to meet with the community to establish rapport, determine artistic goals and gain insight into the type of public art that would represent the culmination of the events, lectures and experiences collected throughout the year long residency. As a result of the need to engage the community, at this juncture I am unable to submit a theme and budget for the final artwork but note that I will work with the City's Contract Administrator and Public Art Committee to meet the \$10,000 allocation for the value of the final artwork. I truly appreciate the opportunity to engage the Collier City community in celebration of the healing universal language of art.

Studio Space

The Artist's 16 foot mobile art studio. I will also seek out additional studio space options and finalize residency logistics.

Preparation for Residency

In order to prepare for the residency, I will immerse myself in the community allowing myself to become more connected with Collier City by meeting residents and community leaders. I will seek community input on concept designs for the final mural.

PHASE 1:

July 2017

Engagement Activity 1: I will host a community residency studio visit. This will serve as an introduction of myself and the residency to the community. I will conduct a studio tour, meet-n-greet and presentation of my engagement plan. This event will help explore general concepts, ideas and strategies to build community consensus and interconnectivity.

August 2017

Lecture 1: This lecture will be used to connect with the community on concepts centric to public art, seek community input on concepts for the final artwork design, create community upliftment and to share some background information on my practice and how my work abroad connects with Collier City. Coffee, juice and refreshments will be provided by me.

September 2017

Engagement Activity 2, Sounds of Collier: Students will have the opportunity participate in writing, producing and recording a unique song, dedicated to the Collier Community at the Jan Moran library music studio. Students will learn music composition and how creativity is engaged via sound and music, along with the power of how single instruments work together in harmony and partnership.

October 2017

Engagement Activity 3, Colors of Collier: The tree in the McNair Recreation Center parking lot could serve as a center point for a wishing tree. Students will write their hopes, wishes and dreams on colorful strips and tie them to plastic ribbons we will anchor to certain parts of the tree. Students will learn concepts of color composition, unity and focusing on a bright future. The ribbons will stream and carry the well wishes of visitors and community and carry forward fond hopes for Collier's youth.



Lecture 2: This lecture will be used to connect with the community on concepts centric to public art, community upliftment, and to share some new details specific to my journey with Collier. Coffee, juice, refreshments and conversation will be provided.

November 2017

Engagement Activity 4, Palettes of Collier: Residents and I will collaboratively paint a large scale artwork to exhibit at the end of the residency. I will teach Collier how colors can be unified much like the community.

PHASE 2:

December 2017

Engagement Activity 5, Tied together: This activity will focus on the younger community of Collier City. The children will learn how to tie a tie. These ties will be used to create an installation. The activity will teach the participants how you can reuse and redefine an object and space.

January 2018

January 2, 2018: I will submit a design proposal, budget and location possibilities for the final artwork.

January 18, 2018: PAC will meet to discuss the submittal. (Submittal may require revisions by the PAC. I will work with PAC and revise my submission accordingly. Once approval is met, I will begin fabrication.)

Engagement Activity 6, Part I: This multi-series storytelling event brings students and young adults to a public art site, either established or created to host events in an outdoor gallery. A panel of speakers

ranging from law enforcement, city commissioners, artists, journalists and representation from other occupations will engage students in dynamic stories while celebrating art in public places. This event strives to share powerful and astonishing accounts of extraordinary men and women who remain at the nexus of community engagement. The series highlights how the human voice and shared stories can memorialize the journey and diverse paths of the human story. Stories that collectively reflect trials and triumphs of the spirit, ingenuity and progression in the face of struggle to inspire the next generation. This event will also provide live poetry, entertainment, bookmarks and refreshments with Q&A.

Event will be live-streamed to pen-pal communities with students in select countries for cultural exchange opportunities.

February 2018

No events scheduled

March 2018

Engagement Activity 7, Self-Reflections Installation: The community and I will layer paint on a large rolled canvas. The painted canvas will be displayed behind a selfie station.

March 26, 2018: Deadline for Commission approval of Final Artwork Design, Budget and Location Proposal. Proposal may go to Commission earlier.

April 2018

Engagement Activity 8 Storytelling Series, Part II

PHASE 3:

May 2018

Fabrication of final artwork must be started no later than May 1st, 2018.

Engagement Activity 9, Storytelling Series, Part III

June 2018

Fabrication and Installation of the final artwork will be completed by June 1st, 2018.

Engagement Activity 10: Unveiling ceremony of the final artwork with community ribbon cutting ceremony.

Lecture 3: This lecture will be used to engage the community, review the year-long residency along with a discussion on the installed artwork as a tribute to Collier City. Coffee, juice, refreshments and conversation will be provided.

Engagement Activity 11: Exhibition detailing Residency and Community's Artwork at location TBA.

PHASE 4:

Submit fully executed Catalogue Form (Exhibit 7) and Copyright Assignment (Exhibit 4). Obtain final approval from Contract Administrator.

Once the information above is accomplished, the project is completed.

*Dates and events may be subject to change. Any change will need approval by Contract Administrator.

Exhibit 4

COPYRIGHT ASSIGNMENT OF ARTWORK TO THE CITY OF POMPANO BEACH

This Copyright Assignment (the "Assignment") is made and effective as of June 16, 20____ ("Effective Date") pursuant to an Agreement For Commissioned Artwork dated July 28, 2017 (the "Agreement") between Ya Laford Fine Art, LLC, a Florida limited liability company ("Artist") and the City of Pompano Beach, a Florida municipal corporation ("City") concerning a public art project identified as the "Collier City Art in Residency Program."

RECITALS

WHEREAS, pursuant to the aforesaid Agreement, the City commissioned Artist to perform community outreach activities and lectures in Collier City that would culminate in Artist creating an art "work for hire" to celebrate the community's past, present and future challenges and goals (the "Artwork").

WHEREAS, the Artwork Artist created pursuant to the Agreement between the Parties is depicted and more particularly described in Exhibit 1 attached hereto and made a part hereof; and

WHEREAS, it is ARTIST's intention to assign and transfer to City all of ARTIST's right, title and interest in and to the Artwork; and

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Artist represents and warrants as follows:

1. Assignment of the Artwork

As of the Effective Date stated above, Artist does hereby forever grant exclusively to City for its use and disposition without reservation, all ownership rights, physical custody and control of said Artwork, including, but not limited to, all rights to reproduce, publish, adapt, modify, distribute, display, publicize, and transmit (digitally or otherwise) the Artwork; all income, royalties and damages hereafter due or payable with respect to the Artwork; create derivative works based on the Artwork; use the copyright or assign it to a third party; and to sue a third party for past, present or future infringement or misappropriation of the Artwork.

2. Consideration

As consideration for assignment of the Artwork and Artist's representation and warranties in this Assignment, City has promised to pay Artist a maximum not-to-exceed total amount of Thirty Thousand Dollars (\$30,000) payable in four installments per the Agreement between the Parties, the last installment of which City has agreed to pay in full within ten (10) business days of the Effective Date listed above and which shall not exceed Fourteen Thousand Dollars (\$14,000).

3. Artist's Representations, Warranties and Waiver

Artist hereby represents and warrants to City that:

- (a) Artist is the sole owner of all right, title, and interest in and to the Artwork;
- (b) The Artwork is original, not in the public domain, not plagiarized, and does not contain anything that is libelous or obscene;
- (c) Artist has not assigned, transferred, licensed, pledged, sold or otherwise encumbered the Artwork or agreed to do so thereby warranting the ARTWORK is free and clear of all encumbrances and there are no other permissions that need to be obtained in order for this Assignment to be completed;
- (d) Artist has full power and authority to enter into this Assignment and to make the assignment as provided in Paragraph 1 above;
- (e) As the original creator/owner of the Artwork to be given to the City for public display, Artist has not copied or reproduced in any way, anyone's original work in this final submitted product given to City and therefore Artist is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights, including existing intellectual property rights, rights of privacy and any other rights;
- (f) Artist is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (g) Artist was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Artwork assigned in Paragraph 1 above;
- (h) Artist understands and agrees the provisions of this Assignment shall control over the provisions of 17 U.S.C. Section 106 (A)(a) and shall constitute a waiver by Artist of any rights in the Artwork set out on or otherwise granted by 17 U.S.C. Section 106 (A)(a), Visual Artists Rights Act of 1990;
- (i) Artist agrees to agree to release and hold harmless the City, its officers, agents and employees, from any and all liability, including claims which arise from any negligence, omission, copyright or statutory violation, and for any loss, damage or misuse of the Artwork which occurs while it is depicted on the City's display;
- (j) Artist shall provide prompt assistance and cooperation in the prosecution of legal proceedings involving said Artwork or derivative works therefrom, said registrations granted thereon, including proceedings before the Copyright Office of the United States or any foreign country, and for court actions, provided however, that the expense which may be incurred by Artist lending such assistance and cooperation shall be paid by City; and

- (k) Artist understands and agrees the ARTWORK may become an integral part of the City's display and the depiction and/or copy of the Artwork may be integrated onto the City's display so that its image can be viewed by the public. Said integration and use of the image of the Artwork may subject it to future removal or other modification by reason of its integration onto the City's display. Notwithstanding the foregoing, Artist does hereby consent to incorporation of the Artwork onto the City's display and waives any rights in the Artwork granted by 17 U.S.C. Section 106 (A)(a), Visual Artists Rights Act of 1990.

Artist agrees to immediately notify City in writing of any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. Documentation

Artist warrants that as soon as is reasonably possible following a request from City, Artist shall provide City with a complete copy of all documentation in Artist's possession that relates to the Artwork for the City's own use, is needed to meet record-keeping requirements of the City, or allows City to assert its rights granted pursuant to this Assignment.

Artist warrants that as soon as is reasonably possible following a request from City, Artist shall also:

- (a) promptly execute any and all additional documents, including any separate assignments of the Artwork which are deemed necessary or desirable by City to perfect in it, the right, title and interest herein conveyed;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
- (c) promptly execute all documents reasonable and necessary for City to obtain a copyright on the Artwork and/or on any continuing, divisional, or reissue applications thereof.

5. No Further Use of Artwork

After the Effective Date, Artist agrees to make no further use of the Artwork or any derivatives thereof, except as authorized by the City's prior written consent and Artist agrees not to challenge the City's use or ownership, or validity of the Artwork provided, however, that Artist shall retain Artist's rights to be identified as the Artist whenever the Artwork is reproduced, published, distributed, or otherwise publicly displayed.

6. Successors and Assigns

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

7. Notice

Any notice or other communication provided for herein or given hereunder shall be in writing and given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Artist:

Tanya Langford, Manager
Ya Laford Fine Art, LLC
2450 ½ Burlington Avenue N.
Saint Petersburg, FL 33713

If to City:

City Manager
P.O. Box Drawer 1300
Pompano Beach, FL 33060

8. Severability

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

9. Entire Assignment

This Assignment, together with Exhibit 1, constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral.

10. Severability

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be

invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

8. Headings

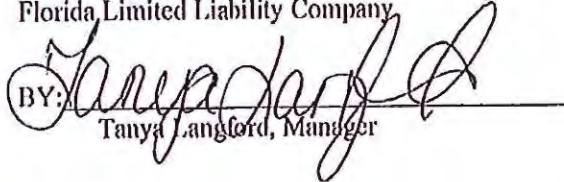
Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

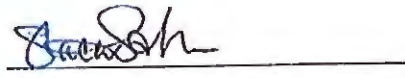
I represent that I have carefully read and understand the entire contents of this Copyright Assignment, that I have the authority, either on behalf of myself or as agent for the Artist/Owner of the Artwork to sign this Agreement, and that I have signed on my own free will.

Witnesses:

YA LAFORD FINE ART, LLC, a
Florida Limited Liability Company


Thomas Kita
Print Name

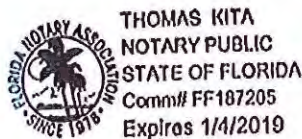
BY: 
Tanya Langford, Manager


Stacia Schrader
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of June, 2017, by TANYA LANGFORD as manager of YA LAFORD FINE ART, LLC, a Florida limited liability company, who is personally known to me or who has produced FL DL (type of identification) as identification.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA
Thomas Kita
Name of Acknowledger Typed, Printed or Stamped
FF187205
Commission Number

1: Agr/Dev Srvc/Copyright Assignment of Work for Ya Langford

Exhibit 5

THE CITY OF POMPANO BEACH PUBLIC ART CATALOGUING FORM

NOTE: Please add attachments to provide comprehensive information for the following:

I. Artist Information

A. 1. Name:

2. Name you want to use to label and PR materials, if differs from above:

B. Date of Birth:

C. Place of Birth:

D. Address, e-mail, web-site:

E. Phone:

F. One paragraph biography of artist:

II. Work of Art

A. Title:

B. Description of materials:

C. Dimensions in inches:

D. Inscription marks:

E. Artwork with electronic components used:

-Name of item:

-Manufacturer Info (address, telephone, e-mail):

-Supplier Info (address, telephone, e-mail):

G. Artist's statement:

III. Fabrication Information

A. Material(s) used in Artwork:

B. Material Finish:

C. Material Suppliers:

D. Materials used in the presentation of the project (maquette):

E. Fabricators (name, address, phone, e-mail, web site):

F. Fabrication method (attach diagrams or drawings):

G. Architect/Engineer (name, address, telephone, e-mail):

IV. Installation

A. Installation executed by (name, address, phone, fax, e-mail, website):

B. Installation method (attach diagram of substructure, footings, CD with documents and photographs):

C. Date of Installation:

V. External Factors

A. Describe physical positioning of the artwork:

B. Describe existing environmental factors which may affect the condition of the artwork:

C. If the Artwork is site-specific, describe the relationship of the Artwork to its site:

VI. Maintenance (attach schedule of maintenance for specific items: light bulb, electronics, etc.)

A. Short-term:

B. Long-term:

C. Note desired appearance of the artwork:

VII. Digital copies for use in repair of sound art and graphic reproduction:

VIII. Documentation

- A. Artist has supplies 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.

Exhibit C

CITY OF POMPANO BEACH ADMINISTRATIVE POLICY

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Effective:	3-10-04
		Revised:	8-27-07
		Revised:	7-23-08
		Revised:	8-2-10

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park Association, shall establish and enforce criteria for disqualification of applicants.

(1) The following shall constitute grounds for disqualification of an applicant:

- (a) The applicant has been found guilty of any of the following crimes listed below:

"Guilty" means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prose, or dismissal of charges shall not be included in said definition:

1. **SEX OFFENSES INVOLVING CHILDREN**

*All Sex Offenses and Offenses involving children or the abuse of children – regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. **FELONIES**

*All Felony Offenses involving violence – regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

**CITY OF POMPAÑO BEACH
ADMINISTRATIVE POLICY**

PAGE 2

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

*All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

3. MISDEMEANORS

*All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

*Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

*Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

- (b) Pending prosecution of offenses listed under subsection (a.) above.
- (c) Falsification of any requested information on the application.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 3

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

- (d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.


Dennis W. Beach, City Manager

EXHIBIT 7

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability**

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form bodily injury and property damage

XX premises - operations bodily injury and property damage

— explosion & collapse
hazard

— underground hazard

XX products/completed bodily injury and property damage combined
operations hazard

XX contractual insurance bodily injury and property damage combined

XX broad form property damage bodily injury and property damage combined

XX independent contractors personal injury

XX personal injury

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate.
Bodily injury (each person) bodily injury (each accident),
Property damage, bodily injury and property damage
combined.

XX comprehensive form

— owned

— hired

— non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

— other than umbrella bodily injury and
property damage
combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

— * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the
indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Binger Financial Services LLC 146 2nd St N #310 St Petersburg FL 33701		CONTACT NAME: Roy Binger PHONE (A/C, H, Ext): 7278222719 FAX (A/C, No): E-MAIL ADDRESS: rbinger@bingerfinancial.com	
INSURED Ya LaFord Fine Arts, LLC 2450 1/2 BURLINGTON AVE. N St Petersburg FL 33713		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Foster Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	CP70611Q2017.01	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000					
	MED EXP (Any one person) \$ 5000					
	PERSONAL & ADV INJURY \$ 1000000					
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2000000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 2000000
UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						COMBINED SINGLE LIMIT (Ea accident) \$
DED ☐ RETENTIONS						BODILY INJURY (Per person) \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N ☐				BODILY INJURY (Per accident) \$
		HA				PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE ☐ OTH-ER ☐
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pompano Beach is listed as Additional Insured

APPROVED*C. Lawrence*

By Cindy Lawrence at 3:47 pm, Jul 07, 2017

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach P.O. Box 1300 Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Roy Binger
--	--

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State Farm®
Providing Insurance and Financial Services

7401 Cypress Gardens Blvd
Winter Haven, FL 33888-0007



Attached as requested are your replacement insurance identification cards. If the attached cards are not accepted by a law enforcement agency or your Department of Motor Vehicle office, please contact your agent to receive additional assistance.

Thank you for choosing State Farm for your insurance needs.

APPROVED

By Cindy Lawrence at 3:09 pm, Jul 06, 2017

IMPORTANT - IDENTIFICATION CARDS
STATE FARM

State Farm FLORIDA AUTOMOBILE INSURANCE
IDENTIFICATION CARD
STATE FARM

POLICY NUMBER CO. NUMBER EFFECTIVE DATE
Q35 6268-D18-59B 4 09785 FEB 18 2017

☒ PROPERTY DAMAGE ☒ BODILY INJURY

NAMED INSURED MUTL VOL
LANGFORD, TANYA & VICTOR

COVERAGES A P10 D Q500 U3
YR MAKE VEHICLE IDENTIFICATION NUMBER
2016 MINI WMWLN9C53Q2B31081
AGENT LEONARD-WILLIAMS INS AGCY INC
PHONE (727)799-2563 NAIO 25178
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

State Farm MISREPRESENTATION OF INSURANCE IS A FIRST
DEGREE MISDEMEANOR

IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY

1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm or police.
3. Promptly notify your agent, log on to statefarm.com®, or visit State Farm Pocket Agent® to file a claim.

For Emergency Road Service call 1-877-627-5757.
EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

How to identify your coverage. See policy for full name and definition

A Bodily Injury Liability	H Emergency Road Service	U Uninsured Motor Vehicle
B Property Damage Liability	P No Fault	U3 Uninsured Motor Vehicle
C Medical Payments	R1 Car Rental and Travel Expenses	Nonstacked
D Comprehensive	S Death, Dismemberment and Loss of Sight	UNOC Use of Nonowned Cars
E Collision		

KEEP A CARD IN YOUR CAR.
THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.
KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.
MANY STATES REQUIRE EVIDENCE OF INSURANCE ON DEMAND. ONE OF THESE CARDS SHOULD BE CARRIED IN THE VEHICLE AT ALL TIMES.
A toll free number is available for Emergency Road Service and is located on your insurance card.

IMPORTANT - IDENTIFICATION CARDS
STATE FARM

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POLICY NUMBER CO. NUMBER EFFECTIVE DATE
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KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.
MANY STATES REQUIRE EVIDENCE OF INSURANCE ON DEMAND. ONE OF THESE CARDS SHOULD BE CARRIED IN THE VEHICLE AT ALL TIMES.
A toll free number is available for Emergency Road Service and is located on your insurance card.

NEC 01 2014



Development Services: Public Art
City of Pompano Beach, Florida

100 W. Atlantic Blvd. Pompano Beach, Florida 33060 | p: 954.786.4310 | f: 954.786.4666

July 6, 2017

Ya LaFord Fine Art, LLC
Tanya Langford
2450 1/2 Burlington Ave.
St. Petersburg, FL, 33713

Dear Ms. Langford,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 100 W. Atlantic Blvd., Pompano Beach, 33060. If you have any questions about this letter please telephone me at

Very truly yours,

Latira Atria
Public Art Program Manager

Vendor/Company Name has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Vendor/Company Name, agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

Ya LaFord
Signature

Ya LaFord (Artist)
Name and Title (print)

07/06/17
Date

APPROVED C. Lawrence
By Cindy Lawrence at 3:04 pm, Jul 06, 2017