

AGREEMENT

The City of Pompano Beach, a municipal corporation organized in the state of Florida ("City") desires to enter into this Agreement ("Agreement") with Carlos Gonzalez ("Artist") to paint a mural entitled, "Old Town," ("Mural") on an exterior wall of the Kelly's Chemical building which is owned by T E P M, Inc., and located at 135 NE 1st Avenue, Pompano Beach, Florida 33060 for the City's public artwork display. T E P M, Inc., through its president, Thomas R. McMahon, Jr. has executed a license agreement with the City authorizing the City, through its Artist, to paint the Mural on his property.

For and in consideration of the mutual covenants and obligations created hereby as well as other good and valuable considerations, Artist agrees to paint said Mural and City agrees to pay the Artist for such Mural in the total amount of Six Thousand Four Hundred dollars (\$6,400.00) to be paid upon completion of said Mural. The price shall include all taxes, fees and equipment necessary for the artist to complete the mural.

The Artwork will be a permanent artwork for the City and the City holds the right to deaccession the Artwork after a period of one (1) year from its installation. This Agreement, Copyright Assignment, the written proposal and the photographs, attached herewith and incorporated herein is the complete Agreement ("Agreement") to complete the above-described work of art for the City.

By signing this Agreement you further acknowledge and attest that you have read and reconfirmed acceptance of all provisions set forth in this Agreement. You also agree that the subject mural is a work of art created by Artist for the sole benefit of the City of Pompano Beach public artwork display. You further agree that by executing the Copyright Assignment which attached hereto and incorporated herein to this Agreement, that the work of art will become the exclusive property right of the City.

Work of Art

The Artist agrees to create the artwork as proposed and described in its submitted design, ("Mural Design"), a copy of which is attached to this Agreement and incorporated herein. The area wall which the Mural will be painted on will be initially prepped by the City before the commencement of painting by the Artist. Thereafter, the Artist shall be responsible to provide all painting material to complete said Mural. The mural must have an anti-graffiti finish applied to the finished product and said painting must survive the outdoor South Florida weather climate. The mural must also be amenable to ongoing maintenance.

Location

The Artwork will be located and on public display in the exterior wall of the Kelly's Chemical building which is owned by T E P M, Inc., and located at 135 NE 1st Avenue, Pompano Beach, Florida 33060.

Modifications of Design

Modification shall mean more than 25% overall change from the originally submitted and approved design and are prohibited. Minor modifications must be submitted and approved by City staff only under circumstances when it is necessary to facilitate the artwork. The City staff may at its sole discretion, approve the work as executed or require a review by the Public Art Committee.

City Inspection of the Work of Art

City staff will inspect the installation of the mural during four (4) separate intervals scheduled as follows:

First Inspection -	10% completion
Second Inspection -	50% completion
Third Inspection -	90% completion
Final Inspection -	100% completion

. The final work will be inspected to ensure compliance with the approved Mural Design.

Schedule

The Mural shall take thirty (30) days to complete and will begin on November 1, 2016.

Payment

Upon completion by the Artist, Artist shall be paid consideration in the total amount of Six Thousand-Four Hundred Dollars (\$6,400.00).

Notices

City Contact

CITY OF POMPANO BEACH
Attn: Laura Atria
Public Art Program Manager
Atlantic Boulevard
Pompano Beach, Florida 33060
954-786-4310

Artist Contact:

Carlos Gonzalez
831 NE 123rd Street
North Miami, FL 33161
(305) 788-6188

Interpretation.

Each party had the full opportunity to participate in the drafting of this Agreement and, therefore, the Agreement shall not be interpreted against any party on the ground that the party drafted the Agreement or caused it to be prepared.

Authority to Enter Into Agreement.

Each person signing below personally warrants and represents that the City has approved this Agreement and intends to be bound by its terms and that they are duly authorized to execute this Agreement on behalf of the City.

Governmental Immunity.

City is a political subdivision of the State of Florida. Each party agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein constitutes or shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

Hold Harmless:

The Artist hereby agrees to the extent permitted by law, to indemnify against and hold the City, its officers, officials, employees and agents, harmless and hereby further agrees to defend the City of Pompano Beach against all claims brought against the City, its employees, officials, officers and agents, for any loss, damage or injury of any kind or character whatsoever without limitations, sustained by any party whatsoever in relation to the conveyance and installation of the above described artwork.

Artist expressly agree that this Hold Harmless Agreement is intended to be as broad and as 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.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2016 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

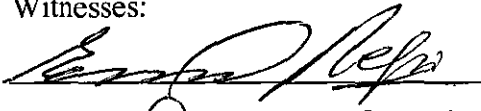
NOTARY PUBLIC, STATE OF FLORIDA

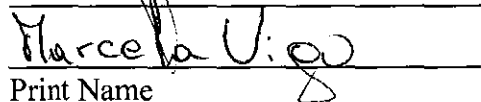
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"ARTIST"

Witnesses:


EMMANUEL REGIS
Print Name


Marcela Vigo
Print Name

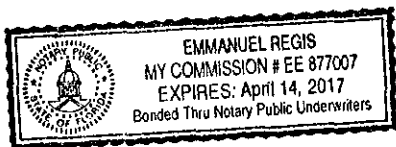

CARLOS GONALEZ

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of SEPTEMBER, 2016 by CARLOS GONALEZ, Artist. He is personally known to me or who has produced FL DR LIC # GS24100721231 (type FLORIDA of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA



EMMANUEL REGIS
Name of Acknowledger Typed, Printed or Stamped

EE 877007
Commission Number

**COPYRIGHT ASSIGNMENT OF ARTWORK
TO THE CITY OF POMPANO BEACH**

I Carlos J. Gonzalez as Artist Owner/Agent (circle one), of the Art ("ARTWORK") described below, do hereby grant to the City of Pompano Beach, Florida, ownership rights, custody, and control of my created ARTWORK as part of a public art project identified as "OLD TOWN MURAL" which will be publicly displayed in the City of Pompano Beach in an outdoor exhibit and further agree as follows:

1. I hereby warrant that I am the Artist and/or original creator/owner of the ARTWORK design described herein as "OLD TOWN MURAL", designed by myself to be given to the City for public display and as more particularly depicted in the proposal attached hereto and incorporated herein by reference. I further declare that I have not copied or reproduced in any way, anyone's original work in this final submitted product given to the City of Pompano Beach and therefore I attest that I have not infringed or copied another's intellectual property rights in the final product that I have designed. In consideration, I hereby acknowledge Six Thousand Four Hundred Dollars (\$6,400.00) will be paid to me by the City of Pompano Beach.

2. I hereby warrant that the ARTWORK described herein is free and clear of all encumbrances and any and all copyrights that I, as Artist/Owner may possess in the above-described ARTWORK, which is hereby given to the custody and control of the City of Pompano Beach, and all interests I may have in the subject ARTWORK is hereby assigned to the City of Pompano Beach, Florida and shall become the property of the City of Pompano Beach, for its use and disposition without reservation.

3. I hereby understand and agree that, as to my rights as the Artist, in the ARTWORK, the provisions of this Agreement shall control over the provisions of 17 U.S.C. Section 106 (A)(a), and shall constitute a waiver by me as the Artist, or 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.

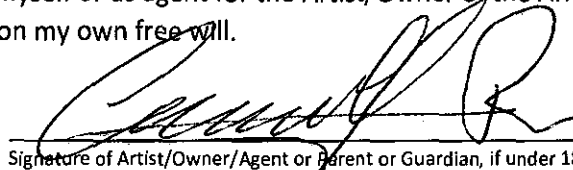
4. I hereby acknowledge that the ARTWORK will become an integral part of the City's display and the depiction and/or copy of the ARTWORK will be integrated onto the City's display so that the image of the ARTWORK can be viewed by the public. Said integration and use of the image of the ARTWORK may subject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

5. I hereby agree that by executing this Agreement, I understand that I am assigning my entire right, title and interest in my artwork including final product of said ARTWORK to the City of Pompano Beach. I further understand and agree that the City may display, publish, reproduce, tag and duplicate said ARTWORK for any purpose in any media which serves the City's interest.

6. I hereby agree to release and hold harmless the City, its officers, agents and employees, from any and all liability, including claims which arise from any negligent or omission, copyright or statutory violation, for any loss or damage or misuse of the ARTWORK which occurs while the ARTWORK is depicted on the City's display.

I represent that I have carefully read and understand the entire contents of this document, 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.

DATED: 09/27/2016


Signature of Artist/Owner/Agent or Parent or Guardian, if under 18 years of age.

831 NE 123 ST, N. Miami FL 33161

Address

Phone No.:

305-788-6188

Carlos I Gonzalez
Print Name

L: Agr/Dev Srvc/Copyright Assignment of Work