

**LICENSE AGREEMENT
FOR THE VISIONARY MURAL**

THIS LICENSE AGREEMENT is entered into by and between the City of Pompano Beach, a municipal corporation ("City") and the Pompano Beach Community Redevelopment Agency ("CRA") (Owner), and is made as of _____, 2017. In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Recitals. This License Agreement is made with respect to the following facts and for the following purposes, which each of the parties hereto acknowledge as true and correct:

A. The CRA is the owner of the property located at 41 NE 1st Street, Pompano Beach, Florida 33060, known as the Bailey Contemporary Arts Building.

B. The City, utilizing Artist Cecilia Lueza, would like to paint a mural known as "Visionary" upon the exterior wall of the Bailey Contemporary Arts Building owned by the CRA, located at 41 NE 1st Street, Pompano Beach, Florida 33060. Said mural is a part of the collaboration of the Broward County VisualEYES Program. The Artist has been retained by Broward County as part of said program, and the mural was selected by the City from a selection of artwork offered by Broward County.

C. The CRA is willing to grant this License to City in consideration of and recognition of the receipt of the improvement to the property and the sum of Ten Dollars (\$10.00) which is hereby acknowledged.

D. The City and the CRA, desire to enter into this License Agreement to provide the terms and conditions upon which the City shall use the building as described below.

2. Right to Use the Building to Paint the Visionary Mural. The CRA, as Owner of the building, hereby grants a revocable license to City to use the back wall of the said building, to allow Artist Cecilia Lueza to paint the Visionary Mural, and authorizes the City to make the representations on its behalf as set forth in the Second Amendment to the Centennial Agreement with the County, attached hereto as Exhibit "A," and incorporated herein.

3. Term of License to use the Building.

A. Duration. The Agreement shall be for a five (5) year term commencing from the date of execution by both CITY and the CRA. The CITY, with City Commission approval, reserves the right to extend this Agreement for one (1) two-year renewal provided both parties agree in writing to said extension. Renegotiation should commence at least 45 days prior to normal termination.

B. Right to Terminate Agreement. Either party may terminate this Agreement for any reason by providing a sixty (60) day written notice of termination to the other party at the addresses provided for in Section 7 herein. Both parties acknowledge, however, that

the Second Amendment to the Centennial Agreement between the City and Broward County provides that the mural must appear on the Bailey Contemporary Arts Building for a period of five years and may be in place for up to seven years. Accordingly, any such termination must first be approved by Broward County.

4. Responsibilities of the City. The City shall coordinate with the Artist to paint the Visionary Mural in Exhibit "A" attached hereto. The City will prepare the wall by painting the exterior wall white prior to the Artist painting. The City shall maintain said mural by keeping the area clean and graffiti free.

5. Responsibilities of the CRA.

A. CRA shall grant the City access to the property in order for the City to prime the exterior wall prior to the Artist rendition of the Visionary Mural.

B. CRA shall thereafter grant the Artist access to the property to paint the Visionary Mural.

C. CRA shall keep the Mural on the building for a period of at least seven (7) years regardless if ownership changes before the expiration of five (5) years. Said condition shall be included in writing in any future purchase and sales agreement.

6. Representations. City represents and warrants to the CRA, that it holds all such rights and interests as required to permit City to enter into this Agreement and it is duly authorized to enter into this Agreement. The City hereby agrees, to the extent permitted by law, to indemnify the CRA and undertakes to hold harmless the CRA against any action, claims, suits, losses, damages, or expenses brought against or incurred by the CRA based on any third party claims that may occur as a result of painting the Visionary Mural on the CRA property.

The CRA, warrants and represents to City that (i) it is the legal owner of the referenced property; and (ii) has the lawful right to allow said Mural to be painted on the property and therefore duly authorized to enter into this Agreement. The CRA also warrants and represents that it shall take no action to impair City's obligations under its Agreement with the County.

7. Notice. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal services, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party:

City: CITY OF POMPANO BEACH
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: Laura Atria

CRA: POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
Attn: Adriane Esteban
100 West Atlantic Boulevard, Second Floor
Pompano Beach, Florida 33060

8. 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.

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

10. Entire Agreement. This Agreement and any documents attached hereto or mentioned herein, contain all of the Agreements of the parties regarding the Subject Property, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

11. Independent Contractor. The relationship of the parties created by this Agreement shall be that of independent contractor. Nothing contained in this Agreement shall be construed or interpreted as creating a relationship of joint ventures, partners, principal and agent or employer and employee under any circumstances. Neither party shall have the power to obligate or bind the other party.

12. Amendments. No provision of this Agreement may be amended except by the written agreement of both parties.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

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 _____, 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 is personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CRA"/"OWNER":

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Betty J. Manes
Print Name: Betty J. Manes

By: [Signature]
Lamar Fisher, Chairman

Shelley R. Bartholomew
Print Name: Shelley R. Bartholomew

ATTEST: [Signature]
Cathy Trenkle, Secretary

Emily Marc
Print Name: Emily Marc

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: [Signature]
Kian Briesemeister, President

Print Name: _____

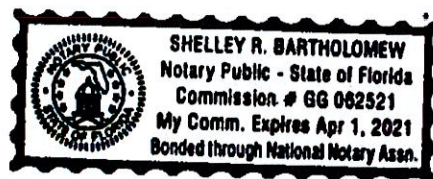
and OR [Signature]

By: _____
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of March, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Shelley R. Bartholomew
NOTARY PUBLIC, STATE OF FLORIDA

Shelley R. Bartholomew
(Name of Acknowledger Typed, Printed or Stamped)

GG 062521
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of March, 2017 by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

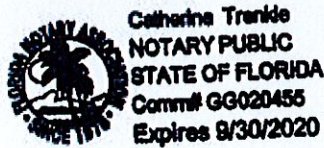


Joann Martin-Onesky
NOTARY PUBLIC, STATE OF FLORIDA
JOANN MARTIN-ONESKY
(Name of Acknowledger Typed, Printed or Stamped)
FF 982578
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of March, 2017, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Cathy Trenkle
NOTARY PUBLIC, STATE OF FLORIDA
CATHERINE TRENKLE
(Name of Acknowledger Typed, Printed or Stamped)
GG 020455
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

TAL:jmn
3/15/17
L:agr/dev-srvs/2017-377

Exhibit A

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

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

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

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

On May 31, 2016, the Parties entered into a First Amendment ("First Amendment") to place the Artwork at a location owned by the City.

The Parties seek to enter into this Second Amendment to the Agreement to amend the location of the Artwork to place it at a location approved by the City as more detailed on Exhibit A.

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

1. The "Recitals" clauses in this Second Amendment are true and accurate.
2. Except as modified herein, all terms and conditions of the Agreement, shall remain in full force and effect. Amendments to the Agreement made pursuant to this Second Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise stated.
3. Section 3, "Compensation," is amended as follows:

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

4. Section 5, "Public Records," provision is delete in its entirety and replaced with the following:

5. Public Records. County and City are public entities. Each party is responsible for complying with its public records requests and the public records laws in Chapter 119, Florida Statutes, including Section 119.0701. In the event either party receives a public record requests and determines that the other party might have such document, the requesting party may request the other party to provide the document(s) in a reasonable time if available.

6. Exhibit A, Scope of Services and Attachment 1 to Exhibit A are amended as attached hereto and are incorporated herein by reference.

7. This Second Amendment shall become effective upon complete execution by the Parties.

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

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

COUNTY

WITNESSES:

Broward County, through its
County Administrator

Signature

By _____
Bertha Henry
County Administrator

Print Name above

____ day of _____, 2017

Signature

Print Name above

Insurance requirements
approved by Broward County
Risk Management Division

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

By _____
Signature (Date)

By _____
Andrea S. Froome (Date)
Senior Assistant County Attorney

Print Name and Title above

ASF:dp
03/17/17
2017-03-17 Pompano Beach Broward 100.Amend#02
#17-110.06

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

CITY

Witnesses:

City of Pompano Beach:

By: _____
Mayor

By: _____
City Manager

Attest:

City Clerk _____ day of _____, 2017

(SEAL)

Approved as to Form:

City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as Mayor, _____, as City Manager, and _____, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

Notary's Seal:

Notary Public, State Of Florida

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A, AMENDED
SCOPE OF SERVICES

For Broward 100 VisualEYES Project - ~~First Amendment to~~ Agreement Between Broward County and City of Pompano Beach

1. PURPOSE:

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

The City represents to County for its reliance that it has the authority and ability to enter into, and will enter into, a license agreement ("License Agreement") with the City of Pompano Beach's Community Redevelopment Agency, a dependent special district established by the City's government ("Property Owner" or "Pompano CRA"). The Property Owner has already authorized the City's placement of the Artwork on the Property Owner's Site. The City shall enter into the License Agreement with the Property Owner prior to commencement of the installation of the Artwork at the licensed property (the Site). The City represents to the County for its reliance that it has the authority to act on behalf of the Property Owner and to commit the Property Owner to any and all rights and obligations required of the Property Owner with regard to placement of artwork and matters related thereto as stated herein, subject to the provisions of the License Agreement. For purposes of this Agreement, the City is acting on behalf of the Pompano CRA as the Property Owner by agreeing to contractual provisions for this purpose which are applicable to the Property Owner. The City shall ensure that this Agreement or the obligations contained therein as to the Property Owner are incorporated into its License Agreement between the City and the Property Owner, pursuant to the provision of the License Agreement.

The County will use the Site for an Artwork installation by an artist commissioned by the County, through the Division. The City will also jointly organize and facilitate dialogues, workshops, and community meetings between the commissioned artist(s) ("Artist(s)"), the Property Owner, the residents, and business owners of the City. The ~~final acceptance~~ Final Acceptance shall serve as evidence to the City that the Artwork is fully accepted by the County and meets the requirements of the contract between the County and the Artist(s) ("Final Acceptance"). Title to the Artwork will pass to the City in the name of the "City of Pompano Beach" upon Final Acceptance by the County's Contract Administrator. At any time after receiving the prior written approval of the County's Contract Administrator in his or her sole discretion or

after expiration or earlier termination of the "Term" in Section 2, the City may transfer title to the Artwork to the Property Owner. The County's Project Manager has provided a copy of the proposed fully executed contract between the County and the Artist to the City's Liaison and the Property Owner and will also provide a copy of the fully executed agreement with any subsequent written amendment(s) to the City's Liaison and the Property Owner.

Except as otherwise stated herein, the City shall maintain the Artwork on the Site for at least the period of time required in Section 2, "Term," subject to earlier termination as provided herein. In its License Agreement with the Property Owner, the City shall include a provision that the Property Owner may not unilaterally terminate the License Agreement for that portion of the licensed property which is necessary for the City to retain the installed Artwork and required maintenance for the "Term" stated in Section 2. Except as otherwise provided herein, the City (through its City Commission or if authorized through its City Manager) may transfer title and maintenance responsibility title to the Property Owner prior to the end of the "Term" if the City first obtains the written approval of the County's Contract Administrator (as designated in Section 10, "Notices,") which approval may be withheld in his or her sole discretion. In the event that the City or the County terminates this Agreement as allowed by Section 4, "Termination," prior to the expiration of the "Term" in Section 2, the City may transfer title to the Artwork to the Property Owner.

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

2. LOCATION:

The Site selected by the County, through its Cultural Council, is ~~the west façade of the E. Pat Larkins Community Center located at 520 Dr. Martin Luther King, Jr. Boulevard, Pompano Beach, Florida 33060~~ the rear of Baily Contemporary Arts building located in Broward County at 41 NE 1st Street, Pompano Beach, Florida 33060 ("Site"). The total wall space available to the Artist(s) shall be approximately 437 210 square feet as shown more fully in the amended Attachment 1, ~~as amended,~~ to Exhibit A.

3. BACKGROUND DESCRIPTION OF PROJECT:

The County is commissioning artists to create exterior Artwork for the Broward-100 VisualEYES project. A minimum of one artwork project ("Project") will be implemented in each of the nine (9) County Commission Districts. The Division will manage the artist selection process through a Call to Artists. Artist(s) will be selected and assigned to a Site by the Council based on recommendations from the ACPC. Artwork will be painted and applied to walls owned by the

City Property Owner at the Site and licensed to the City under a License Agreement between the Property Owner and the City. Maintenance of the Site ("Site Maintenance") is the sole responsibility of the ~~Property Owner~~ City during the "Term" stated in Section 2, subject to earlier termination as provided in Section 4 and Exhibit A as amended. After the Final Acceptance, the County and others (including its Division and its Greater Fort Lauderdale Convention & Visitors Bureau and, as applicable, the Community Foundation of Broward, Inc.) shall retain the right provided in the County's contract with the Artist, including, but not limited to, the right to use images of the Artwork for non-commercial purposes such as displaying the Artwork as part of its the County's Public Art and Design program on its website, ~~as part of any other display medium, or for any other non-commercial purposes.~~

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

4. ADMINISTRATIVE COORDINATION:

The Contract Administrator (as defined in Section 10 ("Notices")) shall serve as, or designate, a Division's Project Manager ("Project Manager"). The City will appoint or has appointed a liaison ("Liaison") which City may change from time to time in writing (via e-mail or otherwise) to the e-mail address in Section 10 ("Notices"). The City, through its designated Liaison, shall maintain communication with the Artist(s), the Property Owner and Project Manager via telephone, fax, letter, or e-mail and shall provide progress updates in writing (by e-mail or otherwise) as requested by the Project Manager or the Property Owner. ~~A written plan and schedule for the community engagement component of the Project is defined as dialogues workshops, meetings, charrettes, or any other outreach events envisioned by the Artist(s) where the Artist(s) will meet with the community. Such community engagement activities may include discussions with the Artist about the Artist(s)' conceptual design.~~ All community engagement activities are complete at the time of entry into the Second Amendment. At the time of the entry into this Second Amendment, the City represents to the County for its reliance that the City's Public Art Committee has recommended, and the Property Owner has approved, the Artist's proposed design attached as the amended Attachment 1 to Exhibit A. The schedule for the installation of the Artwork will be provided by the County in writing (by e-mail or otherwise) to the City and the Property Owner, through it's the City's designated Liaison, and. Such schedule may be adjusted based on the needs of the Artist(s) with the prior written approval (by e-mail or otherwise) from the Contract Administrator in his or her sole discretion. The City may also request adjustment to the schedule which is subject to the prior written approval (by e-mail or otherwise) of the Contract Administrator in his or her discretion prior to such adjustments. The City, through its designated Liaison, shall provide the Artist(s) with all available requested information about the community and the Artwork's Site and shall inform the Artist(s) of any limitation, such as events taking place near the Site, which may impact the Artist's schedule. The City's Liaison shall notify the Project Manager in writing (by e-mail or otherwise) within three (3) business days if the Artist(s) fails to meet any agreed upon deadlines or in the event there is a need to further coordinate other matters that affect the scheduled completion date for the Artwork.

5. COLLABORATION AND COORDINATION:

After considering recommendations from the ACPC, the County, through ~~subject to approval of~~ its Council in its sole discretion, ~~will assign~~ **has assigned** the selected Artist(s) to the approved Site. The County, through its Council, in its sole discretion, may replace the assigned Artist(s) for any reason it determines necessary in order to ensure the timely completion of the Project or for any other reason. The County's determination as to replacement of the assigned Artist(s) will be final, and the City will cooperate with the assigned Artist(s), including the replacement(s), if any. **At the time of entry into the First Amendment, The the City approves provided its approval for** the County ~~proceeding~~ to replace the initially assigned Artist(s) which was assigned to the former County-owned location. **At the time of entry into the Second Amendment, both the City and the Property Owner, acting through the City, provided approval for the County to proceed with the assigned Artist(s) and with the Artist(s) proposed design attached as the amended Attachment 1 to Exhibit A.**

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

Community Engagement:

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

Design of Artwork:

~~The Contract Administrator will issue the Notice to Proceed to the Artist(s) in writing (by e-mail or otherwise) to design the Artwork for the Site upon receipt of documentation from the Artist(s) and confirmation from the Liaison that the activities outlined in the approved Plan are complete. The Artwork design will be an independent creative work of art by the Artist(s) and, therefore, does not need to represent the image of the City, E. Pat Larkins, the E. Pat Larkins Community Center, persons residing in the City, or deceased residents of the~~

~~City. The County will require the Artist(s) to first obtain the prior written approval of the Contract Administrator (by e-mail or otherwise) and any individual whose image is being incorporated (or his or her written legally authorized person) before the Artist can proceed to incorporate a portrait of any living or deceased person into the Artwork. City shall inform the Project Manager and the Artist(s) in writing (by e-mail or otherwise) of all City policies, ordinances, or resolutions stipulating naming rights or use of images of living or deceased persons on City property, including, but not limited to, creative work of art or artworks.~~

The County will require the Artist(s) to create two (2) designs. The City, through its designated Liaison, shall, in writing (by e-mail or otherwise), notify the Project Manager of the design selected from the two submitted (2) designs for implementation by the Artist(s). The City's approval shall be provided in a resolution or letter, signed by the Mayor or City Manager on behalf of the City. **The City shall obtain the Property Owner's approval by a letter (using its official letterhead) signed by its Executive Director within five (5) business days following City's issuance of a resolution indicating the City's selected design. Such letter shall be provided to the County within two (2) business days after the City's receipt from the Property Owner.** In the event that the City rejects the designs, the City may send a written request to County's Project Manager that the Artist re-design the Artwork up to one (1) time. Thereafter, if the City recommends rejection of the design(s), the Liaison will provide written notification to the County's Project Manager within two (2) days after such rejection and will include notification that the County may proceed to issue a notice of termination of the County's and Artist's contract if the County chooses to do so, since the City does not want to proceed any further with the project. City will also issue a notice of termination of this Agreement as provided in Section 4, "Termination." **Prior to entry into the Second Amendment, the City previously requested re-designs of the Artwork; therefore, no further re-designs may be requested by the City or the Property Owner following the City's execution of the Second Amendment. Execution of the Second Amendment constitute acknowledgement by the City and the Property Owner (acting through the City) that the Artwork design (attached as the Attachment 2 to Exhibit A amended) is acceptable to them and will be executed by the County's Artist at the Site.**

6. DESCRIPTION OF DELIVERABLES:

- The City's Liaison will meet with Artist(s) within ten (10) business days of being notified in writing (by e-mail or otherwise) by the Project Manager that the Artist(s) has been assigned to the Project. ~~and that a~~ **An amendment to the a**Agreement between the Artist and the County has been fully executed **or will be negotiated to reflect the replacement location for the Artwork at the licensed Site relating to the proposed Licensed Agreement between the City and the Property Owner.**
- ~~The County's Project Manager will provide the Artist(s)' draft of the Community Engagement Plan to the Liaison for review by the City. The City shall review and approve in writing (via e-mail or otherwise) the Community Engagement Plan within five (5) business days of receipt. The City shall not unreasonably withhold approval of the Community Engagement Plan. After the City's approvals, the County's Project Manager will, in his or her sole discretion, approve the Artist(s)' Community Engagement Plan and~~

~~provide the approved plan to the City within five (5) business days of written approval. The Liaison will organize, schedule, and facilitate community meetings or dialogues in accordance with the Community Engagement Plan.~~

- The County's Project Manager will submit ~~two (2) Artwork design proposals and a conceptual work schedule to the City's Liaison. The City's Liaison shall submit a letter to the County's Project Manager within thirty (30) business days following receipt, signed by the City Manager/Administrator or Mayor, indicating that the City has agreed upon the first and the second choices of design for the Artwork.~~ The City **and the Property Owner** may request minor changes to the design; however, the Project Manager in his or her sole discretion will determine if the changes are minor. Major changes to the design may not be requested by the City, **the Property Owner**, or the County and, if so requested, may be denied in the sole discretion of the Contract Administrator as identified in Section 10 ("Notices"). For purposes of this Agreement, major changes to the design are defined as a complete redesign, change of theme, imagery, color, or content of the Artwork or City's **or Property Owner's** requested change of the County's Artist(s). The Council, shall make the final design selection for the Site. The City shall not use any of the Artwork design proposals from the Artist(s) for commercial, non-commercial, or any other purpose without prior written approval from the Contract Administrator and the Artist(s).
- The City's Liaison will schedule and coordinate all required reviews of the Artwork proposal by its City Commission, City's Planning Department, ~~Community Redevelopment Authority ("CRA")~~ **the Property Owner (that is the Pompano CRA)**, or any other City review panels and shall expedite the process to ensure the approved Artist(s)' schedule can be met by the City.
- Liaison shall attend the Substantial Completion Inspection (that is, an inspection of the completed Artwork to evaluate any omissions or deficiencies) and the Final Completion Inspection (that is, an inspection of the completed Artwork that takes place upon the Artist(s) notifying the Project Manager that all identified deficiencies and omissions have been corrected). Such inspections will be scheduled by the County's Project Manager. The Final Completion Inspection will take place within three (3) business days of the Artist(s) advising the Project Manager that the Artwork is complete. Such inspection shall include the Artist(s) and the County's Project Manager in addition to those individuals identified in the paragraph immediately above. The City **and the Property Owner** will authorize its Liaison to sign the Final Completion Report (that is, a report acknowledging that the Artwork has been inspected and is complete in accordance with the selected design) or the City's Manager/Administrator may do so.
- The signing of the County's Final Completion Report by the City, through its Liaison or City's Manager/Administrator, shall serve as the City's **and the Property Owner's** acknowledgement of the completion and acceptance of the Artwork. The City and the Property Owner will not use or authorize use of the completed Artwork for commercial, non-commercial, or other purposes without prior written approval from the County's Contract Administrator and the Artist(s).

7. TIMELINE FOR COMPLETION:

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

8. ADDITIONAL SERVICES:

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

9. PAYMENTS AND SCHEDULE OF DELIVERABLES

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

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

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

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



ATTACHMENT 2, TO EXHIBIT A



Visionary
Cecilia Lueza 2016