FIRST AMENDMENT

THIS IS A FIRST AMENDMENT 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
>
> **CHERIE SALEEBY,** an independent contractor whose mailing address is 1223 Hillsboro Mile #6, Hillsboro Beach, Florida 33062 ("ARTIST").

WHEREAS, the parties entered into an Agreement for the 9-11 Memorial Project on October 11, 2018 ("Original Agreement") which was approved by Resolution No. 2019-05; and

WHEREAS, the Original Agreement was for a five (5) month term ending March 11, 2019, which could only be changed by written amendment approved by Resolution of the City Commission; and

WHEREAS, the parties desire to extend the term of the Original Agreement for an additional four (4) months 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 dated October 11, 2018, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall be extended for a period of four (4) months ending July 11, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:

Diane M. Persten
Print Name

David Persten
Print Name

CHERIE SALEEBY

By: Cherie Saleeby
CHERIE SALEEBY

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 08 day of February, 2019, by **CHERIE SALEEBY** who is personally known to me or who has produced Driver License (type of identification) as identification.

NOTARY'S SEAL:

DIANE M PERSTEN
Commission # GG 159200
Expires February 8, 2022
Bonded Thru Budget Notary Services

NOTARY PUBLIC, STATE OF FLORIDA

Diane M. Persten
Name of Acknowledger Typed, Printed or Stamped

GG159200
Commission Number

FP/jmz
2/6/19
L:agr/culturalarts/2019-465f

Exhibit: A

Org. 7

RESOLUTION NO. 2019-05

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 CHERIE SALEEBY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement for Commissioned Artwork between the City of Pompano Beach and Cherie Saleeby, 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 for Commissioned Artwork between the City of Pompano Beach and Cherie Saleeby.

SECTION 3. That this Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of October, 2018.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

FP/jmz
8/29/18
l:reso/2018-307f

Ag.7

City of Pompano Beach

AGREEMENT
FOR COMMISSIONED ARTWORK

with

CHERIE SALEEBY

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4.1.7 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.

4.2 Fabrication and Installation or Integration.

4.2.1 ARTIST shall be responsible for the quality and timely completion of the Work and complete the fabrication and installation of the Artwork in conformity with the Design Proposal. The numbers "343" representing the 343 first responding firefighters that died saving the lives of others must be placed on the finished Artwork. If the Artwork is cut, drilled or altered in a way that removes any portion of the artifact, the shavings or detached portion(s) must be returned to the CITY or proof or their respectful and permanent disposal must be provided to the City's Contract Administrator. Also, prior to CITY's Final Acceptance, ARTIST shall, without additional compensation, correct any errors, omissions, or other deficiencies in the Artwork or be required to make revisions for other practical or non-aesthetic reasons, as identified by the Contract Administrator.

4.2.2 The ARTIST shall not commence installation of the Artwork until the ARTIST has received written approval from the CITY's Contract Administrator.

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 the Work hereunder.

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 therefore. Nothing in this section shall limit ARTIST's responsibility to take all reasonable steps to coordinate the Work hereunder with the work of the CITY or a third party.

4.2.4 ARTIST shall perform all Work hereunder at the Site in a manner and time so as not to interfere with any of the operations or maintenance of Founders Park. ARTIST shall, when working on the Site, keep the premises free from waste materials and rubbish. Upon completion of the Artwork, ARTIST shall, at its 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 complete the fabrication and installation of the Artwork in conformity with the Design Proposal approved by both the PAC and the City Commission.

4.2.5 ARTIST shall complete the fabrication and installation of the Artwork in conformity with the Design Proposal approved by both the PAC and the City Commission.

4.2.6 To the extent applicable, ARTIST shall cooperate with CITY's Contract Administrator or other agents as well as any third parties at the Site 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.

4.2.7 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 three (3) business 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.

4.3 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.

4.4 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 5.

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 4; and assist ARTIST by providing all public information pertaining to the Project to ARTIST without cost.

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 five (5) months beginning two weeks after the date this Agreement is fully executed by both parties, subject to earlier termination as provided herein.

7.2 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.

7.3 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 4.

7.3.1 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.

7.3.2 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 Site where the Artwork is to be installed shall be in full compliance with the terms of this Agreement.

In terms of the Design Proposal, major modification shall mean more than a 25% overall change from the Design Proposal formally approved by the City Commission pursuant to this Agreement and is prohibited without the approval of both the PAC and City Commission. 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 - Artwork installation is 10% complete
2nd Inspection - Artwork installation is 25% complete
3rd Inspection - Artwork installation is 50% complete
4th Inspection - Artwork installation is 100% complete

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 Twenty Thousand Dollars ($20,000.00) payable as follows:

Invoice #1 for $5,000.00 payable within two weeks after this Agreement is fully-executed by both parties;

Invoice #2 for $5,000.00 payable at 50% completion of the Artwork's fabrication; and

Invoice #3 for $10,000.00 payable within ten (10) business days from the City's Final Acceptance of the Artwork, receipt of a proper invoice for the Work and satisfactory completion of the Catalogue Form attached as Exhibit 6.

10.1.1 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. This maximum amount does 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 thirty (30) calendar days after this Agreement expires.

10.1.2 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 Work performed hereunder as 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 -10.4.

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 7. 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
Cherie Saleeby
1223 Hillsboro Mile #6
Hillsboro Beach, Florida 33062
cheriesaleeby@icloud.com
954-536-6666 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, suits, 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 CITY.

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 shall be construed to waive or affect in any way any of the CITY's rights, privileges and immunities as set forth in § 768.28, Florida Statutes. 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 § 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 § 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 8. 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 and ARTIST shall be required to execute the Workers' Compensation Exemption Letter attached and made a part hereof as Exhibit 9 if ARTIST elects not to purchase workers' compensation insurance for the Project.

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 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 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 it 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 subsection to the same extent as ARTIST.

ARTICLE 29
MISCELLANEOUS TERMS AND CONDITIONS

29.1 In case there is conflict between the terms of the A Call to Artists (Exhibit 1), ARTIST's Design Proposal (Exhibit 3), 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 5, 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 three (3) 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.

29.6 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 its 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 chooses 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 After Final Acceptance of the Artwork, CITY shall be responsible to ensure the Artwork is properly maintained and protected, taking into account the recommendations of ARTIST. However, 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.

31.8 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.

31.9 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 U.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 U.S.C. § 106A. If there is a conflict or inconsistency between any provision contained in this Agreement and any provision contained in any provision of domestic or international law, including without limitation the European Union law, ARTIST 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 U.S.C. § 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 deaccession. 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 10.2, "Recordkeeping, Inspection and Audit Procedures"; Article 12, "Governing Law and Venue"; Article 15, "ARTIST's Indemnification of City"; Article 29.4, regarding Artwork repairs or restoration; Article 29.8, "Rights in Documents and Work";

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

"CITY":

Witnesses:

Betty J. Moses

Shelley R. Buckstomer

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceleta Hammond

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 11 day of October, 2018, 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

Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

JENNETTE FORRESTER WILLIAMS
Notary Public - State of Florida
Commission # FF 993881
My Comm. Expires May 18, 2020
Bonded through National Notary Assn.

Commission Number

"ARTIST":

Witnesses:

CHERIE SALEEBY

Jsdyth Martnez
Print Name

BY: Cherie Saleeby
CHERIE SALEEBY

Fabiana Mallory
Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of Sept, 2018, by Cherie Saleeby who is personally known to me or who has produced FLDL (type of identification) as identification.

NOTARY'S SEAL:

MACKENDY GOURDET
Notary Public, State of Florida
Commission# GG 140128
My comm. expires Aug. 31, 2021

NOTARY PUBLIC, STATE OF FLORIDA

Mackeny Gourdet
Name of Acknowledger Typed, Printed or Stamped

GG140128
Commission Number

FP:jmz
8/29/18
L:agr/devser/2018-1152f

EXHIBIT: 1

Call to Artists: 9-11 Memorial

BUDGET: **$20,000.00**

DEADLINE: **April 5, 2017**

The City of Pompano Beach's Fire Department has acquired a piece of steel from the World Trade Center for use in a memorial for the 343 first responders that died saving lives on September 11, 2001. The City will commission an artist to integrate the piece of steel into an artistic memorial.

THEME & REQUIREMENTS

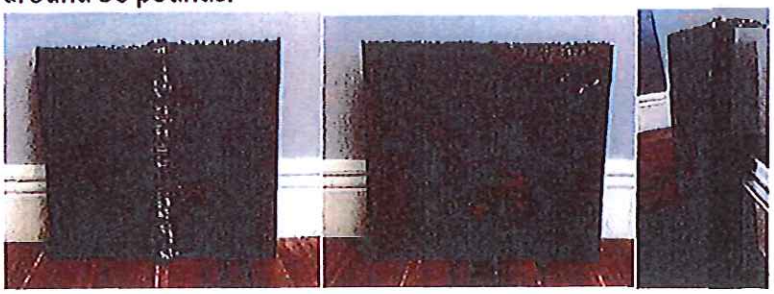
The artifact itself must be displayed as part of a greater memorial and not as a trophy item. Visitors must be able to touch the exposed steel and connect with the tragic loss of that terrible day. The numbers "343", representing the 343 first responding firefighters that died that day saving the lives of others, must be placed somewhere on the memorial. Listing the names of the first responders and their battalion are highly encouraged but are not required. If the artifact is cut, drilled or altered in a way that removes any portion of the artifact, the shavings or detached portion(s) must be returned to the 9-11 Foundation or proof of their respectful and permanent disposal must be provided.

PROJECT LOCATION

The location for the memorial is Founders Park located at 215 NE 4th Avenue. Pompano Beach, Florida. The memorial will be placed next to the Historic Fire House.
Link to Location: http://pompanobeachfl.gov/assets/docs/other/Location.pdf

ARTIFACT

The artifact is square in shape and measures 14 inches by 12 inches 7 centimeters and is 1 inch deep. In the middle of the artifact the steel projects and measures 2 inches deep. It weighs around 50 pounds.



ARTWORK PURCHASE BUDGET

The purchase budget established for the project is $20,000.00. The price will include all insurance, taxes, fees, permits, delivery and installation. Applicants must submit a detailed budget list.

PERMITS & INSURANCE

It shall be the artist's responsibility, where applicable, to obtain all necessary permits prior to fabrication and installation. The artist will ensure that the design will be code compliant and can stand up to South Florida weather conditions and wind load requirements. Please see attached document for insurance requirements of artist.

APPLICATION

Artist must submit the following as part of the application:

1. Resume
2. Artist Statement
3. Proposed Design- must include a CAD sketch of the proposed design and material list
4. Proposed Budget
5. Examples of past work

PROPOSAL SELECTION CRITERIA

The artist will be selected based on the following criteria:

1. Quality of past artwork
2. Proposed Design
3. Materials to be used
4. Proposed Budget
4. Resume
5. Artist Statement

APPROXIMATE SCHEDULE

Call to Artist will be posted.	March 1, 2018
Deadline for submissions.	April 5, 2018
Artist will be selected.	April 2018
City Commission approval.	TBA
Artist will begin fabrication.	TBA
Artwork must be installed	August 31, 2018
Artwork Dedication	September 11, 2018

ARTIST SELECTION PROCESS

The selection process is managed by the City of Pompano Beach. The Pompano Beach Public Art Committee will create a subcommittee that will serve as the selection committee. The City Commission will have final approval of the selected artist and design. 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.

QUESTIONS

Contact: Laura Atria, Public Art Program Manager
Phone: 954-786-4310
E-mail: Laura.Atria@copbfl.com

BACKGROUND ON POMPANO BEACH PUBLIC ART PROGRAM

In 2012, the Pompano Beach City Commission adopted a public art ordinance to "enhance the aesthetic and cultural value of the city by including works of art on public properties within the city." The City Commission seeks "benefits of public art that are both aesthetic and economic." For more information on what is planned over the next ten year period, please refer to the Public Art Masterplan that is located at http://pbpublicart.com/

EXHIBIT: 2

CaFÉ Event Artist Citation

9-11 Memorial Artist Citation

Cherie Saleeby

CONTACT

Contact via	Cell Phone
Email	fauxtar@aol.com
Phone	954 536-6666
Cell	954 5366666
Web Site	http://www.cheriesaleeby.com
Mailing	1223 Hillsboro Mile #6 Hillsboro Beach FL (FL) USA 33062-

EVENT SPECIFIC DATA

Status	Accepted
Booth #	0
Wait List #	0

CUSTOM ANSWERS

Artist must provide a digital model, hand sketch or physical model of the proposed design. If you are providing a physical model, please state so here. The physical model must be delivered to the following address:

Development Services Attn: Laura Atria
100 W. Atlantic Blvd.
Pompano Beach. Florida 33060

If mailed, the artist is responsible for return fees.

A physical model will be delivered April 2nd.docx (download)

Please provide a minum of 4 images and maximum of 8 images of previous work.

No files uploaded

Please provide a list of proposed materials to be used.

Cherie Saleeeby Application

Materials Used:

Star Fire Tempered Glass
Rust Proof AZP raw flat Corten Steel
Glass Laminate
Concrete

Budget Unbroken Spine.docx (download)

Upload your resume.

RESUME NEW.doc (download)

PAYMENTS

Transactions ID# 611098 (1) $0.00 9-11 Memorial using a Visa or Mastercard

COMMUNICATION

Emails

ART

Category

Statement

Unbroken Spine,
A book of American Heroism
By Cherie Saleeby

This monument is a dedication to the brave first responders that gave their lives in the World Trade Center on September 11, 2001.

The piece of steel in the center was acquired from the fallen towers. This work represents the spine of a bound book with glass pages. Etched on them are the names and ages of each brave soul lost. Page 343 references the number of fallen heroes in a chapter of American history that will never be forgotten.

(This statement is etched above the steel fragment)

Founders Park houses the Pompano Beach Historical Society, the caretaker of our history. Through out the lovely grounds are buildings of significance, preserved in time. Two cottages, from the depression, built in 1923. Near is Fire Station #1, complete with two fire engines, slated as a museum.

When designing the sculpture I took into account the scale of the surroundings and adjacent buildings, to complement, not overwhelm. The viewer can touch the exposed steel. It represents the backbone of the responders and their resolute courage. The piece suggests the spine of hardcover book, helping to keep the pages together.

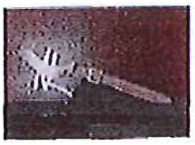
Framing the steel fragment is a piece of glass. Etched is the center a statement about the sculpture. Engraved on both sides of the two end rectangles are the names, ages of the first responders. Those sections have been laminated brown, for symmetry and readability.

Elementary and middle schools are located in the neighborhood. Engraving rubbings from the monument could be part of the experience on a field trip to the park.

The base and slab stand 24 inches high, depth approximately 12". The overall height of the structure with the tempered glass is 63 inches high. The base is clad in painted rust print of Corten steel and tapers up. The (rustproof) materials appearance mimics the color of the steel fragment from the towers.

On a personal note, I was teary-eyed typing the names of the 343 first responders that perished. Every supplier I sought out for the project was
equally moved by the piece. Perhaps it was accidental the size of the steel you were given. But, I find its size more meaningful that the large mangled portions of steel other cities have used in their commemorations. The scale of the piece provides a meaningful, intimate connection with the tragic events.

Inside the Stone
Limestone
6' x 20' x 8'
$10000.00



Forchetta Con Pasta
Carrara Marble & Neon
18" x 13" x 42"
$20000.00

Janu
Bronze
31" x 13" x 14"
$20000.00

Volare
Black Belgium Marble
20" x 18" x 43"
$25000.00

Overview of Miramar Park Project
Coquina
6" x 20" x 8"

$10000.00

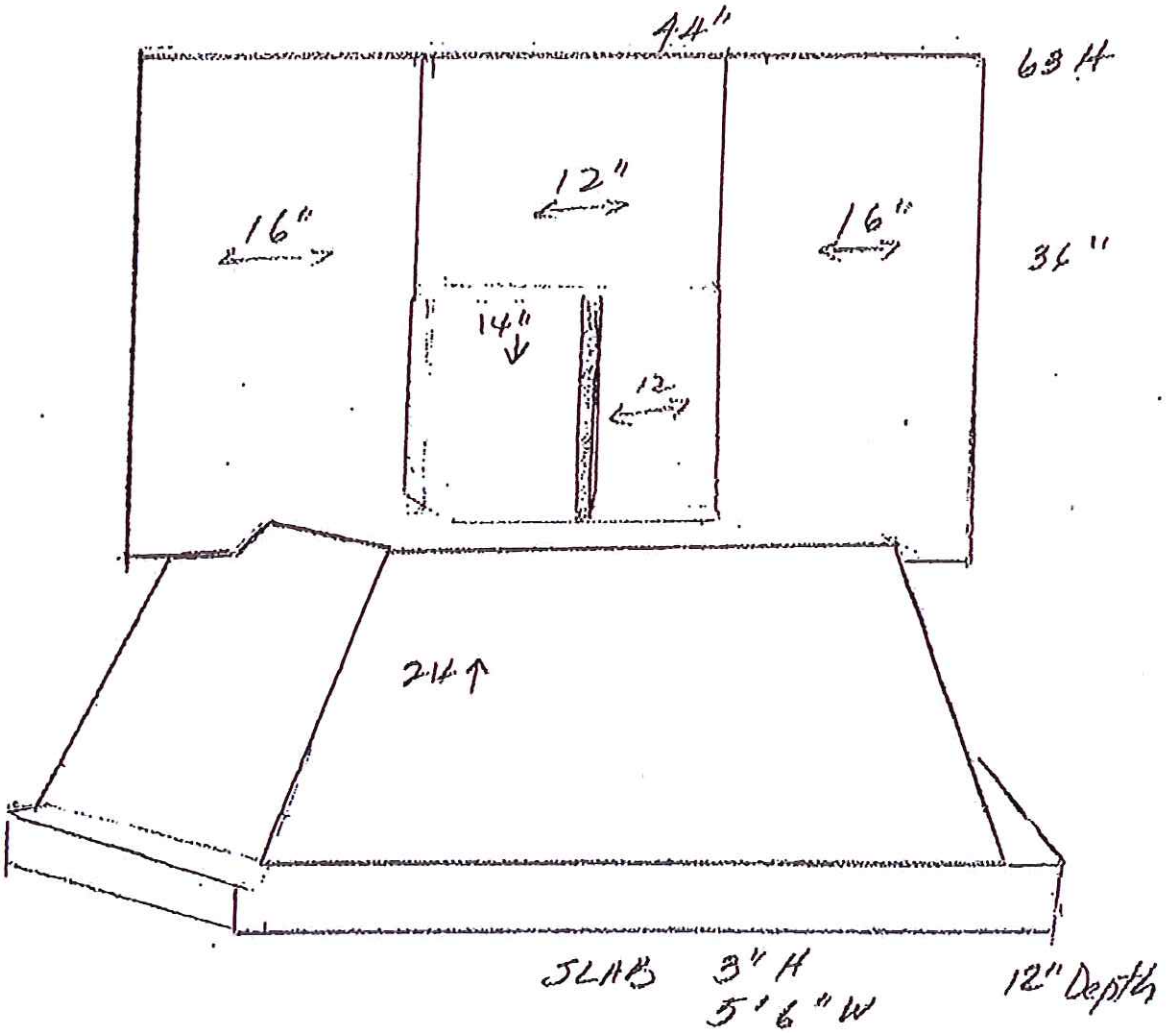
Passage of Time
Black Belgium Marble and Tar
38" x 10' x 15'
$15000.00

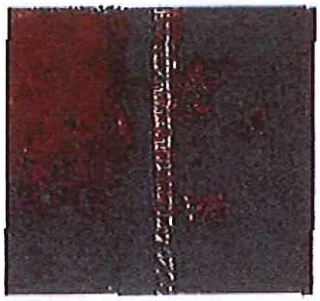
Foliage
Painted Metal
4" x 39" x 4"
$8000.00

Floating Flower
Painted Metal
5" x 36" x 5"
$4500.00

EXHIBIT: 3

Proposed Delsgn


44"
63 H
12"
16"
16"
36"
14"
12
24
SLAB 3" H
5'6" W
12" Depth



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history that will never be forgotten.

(This statement is etched above the steel fragment)

Founders Park houses the Pompano Beach Historical Society, the caretaker of our history. Through out the lovely grounds are buildings of significance, preserved in time. Two cottages, from the depression, built in 1923. Near is Fire Station #1, complete with two fire engines, slated as a museum.

When designing the sculpture I took into account the scale of the surroundings and adjacent buildings, to complement, not overwhelm. The viewer can touch the exposed steel. It represents the backbone of the responders and their resolute courage. The piece suggests the spine of hardcover book, helping to keep the pages together.

Framing the steel fragment is a piece of glass. Etched is the center a statement about the sculpture. Engraved on both sides of the two end rectangles are the names, ages of the first responders. Those sections have been laminated brown, for symmetry and readability.

Elementary and middle schools are located in the neighborhood. Engraving rubbings from the monument could be part of the experience on a field trip to the park.

The base and slab stand 24 inches high, depth approximately 12". The overall height of the structure with the tempered glass is 63 inches high. The base is clad in painted rust print of Corten steel and tapers up. The (rustproof) materials appearance mimics the color of the steel fragment from the towers.

On a personal note, I was teary-eyed typing the names of the 343 first responders that perished. Every supplier I sought out for the project was equally moved by the piece. Perhaps it was accidental the size of the steel you were given. But, I find its size more meaningful that the large mangled portions of steel other cities have used in their commemorations. The scale of the piece provides a meaningful, intimate connection with the tragic events.

Budget Unbroken Spine C. Saleeby

Star Fire Tempered Glass (20 ft.)		$ 400
Polished Edges	$20 Sq. foot	
Cuts	$200	$ 200
Vectoring line drawing $75 (3 hours)		$ 225
Etching $18-$26 sq. ft.		$ 520
Digital print $65 square foot		$1,040
Laminate glass w cuts		$ 600
Welding $150 hour		$1,600
Transport		$1,000
Assembly		$3,765
Corton AZP Raw Flat With shipping		$ 350
Concrete		$ 500
Architect/Engineer, base foundation and Construction Documents		$ 3,500
Trade Permit (2.6%)		$ 600
Insurance liability/property/fine art damage		$ 2,300
Contingency		$ 2,000
Artist Fee		$2,000
		$20,000

If there any money left in the budget I would create two seats of AZP rustproof Corten Steel.

Cherie Saleeeby Application

Materials Used:

Star Fire Tempered Glass
Rust Proof AZP raw flat Corten Steel
Glass Laminate
Concrete

EXHIBIT: _4_

Scope of Services

The Artist is required to complete the following services.

- Artist will fabricate and install the sculpture design approved by the Public Art Committee and the City Commission. (Sculpture Design is attached.)
- The Artist will commence the fabrication of the artwork and begin the project 2 weeks after the Agreement is fully executed and will have five (5) months to complete the fabrication and installation.
- Artist must provide a minimum of five (5) professional photographs of the artwork once the artwork is installed.
- Artist will communicate with Contract Administrator during the fabrication and installation of the artwork.
- Artist will meet inspections with the Contract Administrator approval at 10%, 25%, 50% and 100%.
- Artist is required to install the artwork.
- Artist is required to complete Artwork Catalog form once artwork has been fully fabricated and installed.

Sculpture Design Below. (Design will vary from this sketch as this is a model image.)

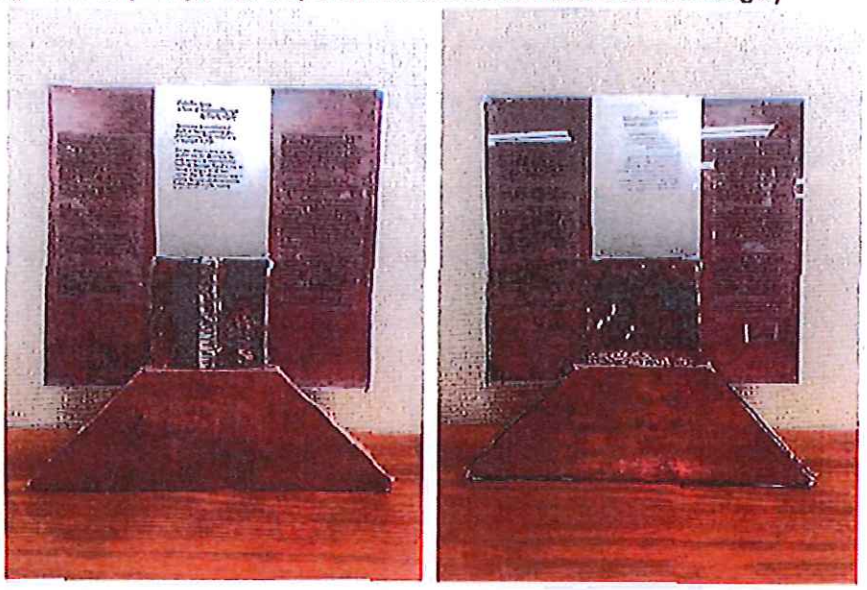

EXHIBIT: 5

COPYRIGHT ASSIGNMENT OF ARTWORK TO THE CITY OF POMPANO BEACH

This Copyright Assignment (the "Assignment") is made and effective as of Sept. 11, 2018 ("Effective Date") pursuant to an Agreement for Commissioned Artwork dated October 11th, 2018 (the "Agreement") between Cherie Saleeby ("Artist") and the City of Pompano Beach, a Florida municipal corporation ("City") concerning the public art project described below.

RECITALS

WHEREAS, pursuant to the aforesaid Agreement the City commissioned an Artist to integrate a steel artifact from the World Trade Center into an artistic memorial as depicted in the Design Proposal attached hereto and made a part hereof as Exhibit 1 (the "Artwork") and install same in close proximity to the Historic Fire House located at Founders Park located at 215 NE 4th Avenue, Pompano Beach, Florida (the "Design Location"); 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 Twenty Thousand Dollars ($20,000.00) payable in three (3) installments in accordance with Article 10 of the Agreement.

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 106A (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 106A (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 106A (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:

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
Cherie Saleeby
1223 Hillsboro Mile #6
Hillsboro Beach, Florida 33062
cheriesaleeby@icloud.com
954-536-6666 cell

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. **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.

"ARTIST":

Witnesses:

Judyth Martinez
Print Name

BY: Cherie L Saleeby
Signature of Artist

Cherie L. Saleeby
Print Artist Name

Fabiana Mallory
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of Sept, 2018, by Cherie Saleeby, who is personally known to me or who has produced FDL (type of identification) as identification.

NOTARY'S SEAL:

MACKENDY GOURDET
Notary Public, State of Florida
Commission# GG 140128
My comm. expires Aug. 31, 2021

NOTARY PUBLIC, STATE OF FLORIDA

Mackendy Gourdet
Name of Acknowledger Typed, Printed or Stamped

GG 140128
Commission Number

L: Agr/Dev Srvc/2018-1196f

EXHIBIT: 6

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: 7

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 Prosse, or dismissal of charges shall not be included in said definition:

1. <u>SEX OFFENSES INVOLVING CHILDREN</u>

*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. <u>FELONIES</u>

*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.

*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.

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 : 8

Client#: 28530 SALEECHE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2018

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 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
Cypress Insurance Group (COM)
PO Box 9328
Fort Lauderdale, FL 33310-9328
954 771-0300

CONTACT NAME: Carissa LaFrentere
PHONE (A/C, No, Ext): 954 771-0300 FAX (A/C, No): 954 772 9424
E-MAIL ADDRESS: Certs@CypressInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cherie L. Saleeby dba Saleeby Studios
1223 Hillsboro Mile #6
Hillsboro Beach, FL 33062

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	NN973959	09/11/2018	03/11/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded: 500						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Installation Floater Coverage All Risk Including Theft			NN973959	09/11/2018	03/11/2019	$300,000 Max at Jobsite $25,000 In Transit $500 Deductible	

APPROVED
By Danielle Thorpe at 9:42 am, Sep 11, 2018

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pompano Beach is an additional insured as respects to General Liability subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

CANCELLATION
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
Roger G. Bond

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TRAVELERS

Policy Summary

Automobile Policy

APPROVED
By Danielle Thorpe at 8:27 am, Sep 18, 2018

1. Named Insured

ELI SALEEBY
1223 HILLSBORO MILE
HILLSBORO BEACH, FL 33062-1436

Your Agency's Name and Address

CYPRESS INSURANCE GROUP
PO BOX 9328
FT LAUDERDALE, FL 33310-9328

Your Auto Policy Number	995891934 203 1	**For Policy Service**	1-954-771-0300
Your Account Number	995891934	**For Claim Service**	1-800-252-4633

2. Premium

Your Total Premium for the Policy Period is $3,592.
The policy period is from June 15, 2018 to December 15, 2018 12:01 A.M. STANDARD TIME at your address shown in Item 1.

3. Your Vehicles	Identification Numbers
1. 2011 MERCB E550	WDDKK7CF6BF044344
2. 2015 PORSE BOXSTER	WP0CA2A80FS121067
3. 2018 CHEVR SILVERADO	1GCRCPEC2JZ244210

4. Coverages, Limits of Liability and Premiums

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

	VEHICLE 1 11 MERCB E550	VEHICLE 2 15 PORSE BOXSTER	VEHICLE 3 18 CHEVR SILVERADO
A. Bodily Injury Liability $250,000 each person $500,000 each accident	$363	$268	$330
B. Property Damage Liability $250,000 each accident	$115	$90	$128
D1. Uninsured Motorists Bodily Injury (STACKED) $250,000 each person $500,000 each accident	$356	$356	$356
Q. Personal Injury Protection $10,000 each person each accident	$82	$65	$81
R2. Extended Personal Injury Protection $10,000 each person each accident 100% of medical expenses and 80% of Work Loss Benefit	$20	$16	$19

TRAVELERS

4. Coverages, Limits of Liability and Premiums (continued)

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

	VEHICLE 1 11 MERCB E550	VEHICLE 2 15 PORSE BOXSTER	VEHICLE 3 18 CHEVR SILVERADO
E. Collision Actual Cash Value less $1,000 deductible	$281	$282	$177
F. Comprehensive Actual Cash Value less $1,000 deductible	$67	$46	$61
Extended Transportation Expenses See Endorsement E1MCW01 (10-13) $30 per day/$900 maximum	$11	$11	$11
Subtotal for your vehicle(s):	$1,295	$1,134	$1,163

Total Premium for this Policy: $3,592

This is not a bill. You will be billed separately for this transaction.

5. Information Used to Rate Your Policy

Discounts

New Car Discount	18 CHEVR		
Passive Restraint Discount	11 MERCB	15 PORSE	18 CHEVR
Anti-Lock Brakes Discount	11 MERCB	15 PORSE	18 CHEVR
Anti-Theft Discount	11 MERCB		
Early Quote Discount			
Continuous Insurance Discount			
EFT Discount			
Good Payer Discount			
Paid in Full Discount			
Multi-Car Discount			
Home Ownership Discount			

Your Total Savings Reflected in Your Total Premium: $2,246

Drivers	Date of Birth	Gender	Marital Status	Driver Type
1. ELI	12-14-1949	Male	Married	Licensed
2. CHERIE	09-05-1950	Female	Married	Licensed
3. ELI	05-17-1984	Male	Single	Licensed

5. Information Used to Rate Your Policy (continued)

Vehicles	Use of Vehicle	Mileage	Location of Vehicle
1. 11 MERCB E550	Pleasure	12,007	HILLSBORO BEACH, FL
2. 15 PORSE BOXSTER	Pleasure	Not Verified	HILLSBORO BEACH, FL
3. 18 CHEVR SILVERADO	Pleasure	Not Verified	HILLSBORO BEACH, FL

Safe Driver Discount – Driving/Loss History Used to Determine Eligibility for Discount

Drivers/Vehicles	Incident	Date	Status
ELI	Speed 11-15	10-23-15	Used

If any of the information above is incorrect or has changed, please notify your Travelers representative immediately.

6. Other Information

Your Insurer

THE STANDARD FIRE INSURANCE COMPANY
ONE TOWER SQUARE, HARTFORD, CT 06183

Policy Coverage Sections and Endorsements That Form a Part of This Policy:

G01FL01 (03-15)	General Provisions Section
L01FL00 (10-13)	Liability Coverage Section
Q01FL01 (03-15)	Personal Injury Protection Coverage Section
N01FL00 (10-13)	Uninsured Motorists Coverage Section (Stacked)
P01FL00 (10-13)	Damage To Your Auto Coverage Section
S01CW01 (10-13)	Signature Page
E1MCW01 (10-13)	Extended Transportation Expenses

Online Policy Summary as of August 23, 2018

Exhibit: 9

pompano beach.
Florida's Warmest Welcome

Development Services Attn. Laura Atria
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-4310
FAX: (954) 786-4666
Email: Laura.Atria@copbfl.com
www.pompanobeachfl.gov

September 6, 2018

APPROVED D Thorpe
By Danielle Thorpe at 8:28 am, Sep 18, 2018

Cherie Saleeby
1223 Hillsboro Mile #6
Hillsboro Beach, FL. USA
33062

Dear Cherie Saleeby:

You have elected not to purchase Workers' Compensation insurance to cover your 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 Statues.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR 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 West Atlantic Blvd. Attn. Laura Atria, Pompano Beach, 33060. If you have any questions or concerns, feel free to contact me at 954-786-4310 or email me at Laura.Atria@copbfl.com.

Sincerely,

Laura Atria
Public Art Program Manager
City of Pompano Beach, Florida

Cherie Saleeby has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Cherie Saleeby 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.

Cherie C Saleeby
Signature

9-11-18
Date

Cherie L. Saleeby Artist
Name & Title (print)