

06.19

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SONATA KAZIMIERAITIENE FOR THE PUBLIC ART PROJECT KNOWN AS MOSAICS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Sonata Kazimieraitiene, for the public art project known as Mosaics, a copy of which Agreement is attached hereto and incorporated herein 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.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 11th day of April, 2017.

**PASSED SECOND READING** this 25th day of April, 2017.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

/jrm  
1/18/17  
L:ord/2017-100



Orig. 19

## **AGREEMENT**

**THIS AGREEMENT**, entered into this 28<sup>th</sup> day of April, 2017, by and between

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

and

**SONATA KAZIMIERAITIENE**, an independent contractor whose address is 14364 Canalview Dr., Unit A, Delray Beach, FL 33484 (hereinafter "LEAD ARTIST").

**WHEREAS**, on April 26, 2016, the CITY issued a Request for Qualifications (the "FRA") which sought to commission an LEAD ARTIST to design, fabricate and install four (4) mosaic mural projects in the City of Pompano Beach who would also select and supervise five (5) apprentices to mentor and assist the aforesaid activities (the "Mosaic Team Project"); and

**WHEREAS**, in response to the foregoing RFQ, Sonata Kazimieraitiene submitted a Design Proposal, copies of both the RFQ and Design Proposal are attached hereto and made a part hereof respectively as Exhibits 1 and 2; and

**WHEREAS**, at the meeting of the CITY's Public Art Committee held on August 18, 2016, said Committee selected Sonata Kazimieraitiene as the LEAD ARTIST for the Mosaic Team Project; and

**WHEREAS**, in accordance with the terms and conditions set forth herein, LEAD ARTIST is able and prepared to provide the services and insurance described in the RFQ, the Design Proposal and this Agreement (the "Work"); and

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

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

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



**ARTICLE 1**  
**REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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



7. LEAD ARTIST represents that each person or entity to provide services hereunder is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. LEAD ARTIST agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

## **ARTICLE 2**

### **SCOPE OF WORK**

LEAD ARTIST shall perform all Work specified hereunder, inclusive of the Exhibits. Unless stated otherwise in this Agreement, the Work required of LEAD ARTIST includes all labor, materials and tasks, whether or not enumerated herein, that are such an inseparable part of the Scope of Services that exclusion thereof would render LEAD ARTIST's performance impractical, illogical, or unconscionable. LEAD ARTIST agrees to design, fabricate, transfer and install four (4) mosaic mural projects (the "Artwork") throughout the City of Pompano Beach in accordance with the provisions of the RFQ, Proposal and this Agreement.

The Design Proposal and installation location (the "Site") for the first two (2) mosaic mural projects, entitled "Trail of Honey Bees" and "Music Leads the Way" are set forth in Exhibit 2, have been approved by the CITY's Public Art Committee, are subject to formal approval by the City Commission of Pompano Beach via the CITY's execution of this Agreement, and shall be completed and installed by LEAD ARTIST within the first year of this Agreement. The "Trail of Honey Bees" project will include multiple mosaic murals and ceramic sculptures to be installed at several locations generally located between the Ali Cultural Center, Bailey Contemporary Arts and the new Cultural Arts Center with the intention of utilizing the Artwork to connect the community's cultural resources.

The Site for the second mosaic project entitled, "Music Leads the Way" shall be the Pompano Beach Amphitheater.

The Design Proposal and Site locations for the remaining two (2) mosaic mural projects are subject to approval at a later date by both the CITY's Public Art Committee and its City Commission and shall be completed prior to expiration of the second year of this Agreement.

## **ARTICLE 3**

### **CONTRACT ADMINISTRATOR**

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

Sonata Kazimieraitiene shall serve as LEAD ARTIST's Contract Administrator during the performance of services under this Agreement.



**ARTICLE 4**  
**RESPONSIBILITIES OF LEAD ARTIST**

1. LEAD ARTIST shall perform all services and furnish all supplies, personnel, materials and equipment for the design, execution, and fabrication of the Artwork; pay all necessary taxes, insurance, and consultants; purchase all supplies, materials, tools, equipment, lighting requirements and all other items incidental to the producing the mosaic mural projects, including transporting and installing the Artwork to the Site.

2. LEAD ARTIST shall be responsible for the quality and timely completion of the Work and shall, without additional compensation, correct any errors, omissions, or other deficiencies in the Artwork identified by the Contract Administrator prior to CITY's Final Acceptance. Final Acceptance is defined as the CITY Contract Administrator's written acceptance of the Artwork installed at the Site in its final form.

3. LEAD ARTIST shall perform the Work in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

4. Subject to formal approval by both the CITY's Public Art Committee and its City Commission, LEAD ARTIST shall timely determine the exact locations where the four (4) mosaic mural projects will be installed.

5. LEAD ARTIST shall be responsible to select and thereafter supervise five (5) apprentices to work under her sole direction in accordance with the following provisions:

- a. Apprentices shall be eighteen years of age or older;
- b. Apprentices shall be either students, residents or work in Pompano Beach;
- c. Apprentices shall undergo and successfully pass a background check;
- d. Apprentices shall work with LEAD ARTIST for a minimum of five (5) hours per week;
- e. Apprentices must be enthusiastic about learning the mosaic and ceramic craft;

f. LEAD ARTIST shall be responsible to pay the five (5) apprentices \$3,000.00 each for a total of \$15,000.00 each year in accordance with the provisions of Article 10 herein;

g. LEAD ARTIST and the five apprentices shall perform all Work hereunder in the non-exclusive studio space located at Bailey Contemporary Arts subject to the provisions of a License Agreement between the CITY and the Pompano Beach Community Redevelopment Agency (the "CRA") dated September 29, 2016, a copy of which is attached hereto and made a part hereof as Exhibit 3;

h. LEAD ARTIST and the apprentices' aforesaid use of the non-exclusive studio space at Bailey Contemporary Arts is on a first come first served basis;

i. LEAD ARTIST shall not at any time transport any of the five (5) apprentices in LEAD ARTIST's personal vehicle;

j. Before commencing any Work hereunder, LEAD ARTIST and the five (5) apprentices shall have complied with the background check procedures of Article 10 herein and



also provide CITY a fully-executed original Waiver and Release, a copy of the form for which is attached hereto and made a part hereof as Exhibit 4; and

k. Before commencing any Work hereunder, LEAD 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.

6. All Work performed by LEAD ARTIST hereunder shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement. LEAD ARTIST shall, at her sole expense, secure the services of an appropriately licensed general contractor, subcontractor, engineer, and/or any other professional(s) necessary to obtain all licenses and approvals required to perform under this Agreement.

7. LEAD ARTIST shall not issue any public information releases through any media, including social media, regarding the Work performed hereunder without prior written approval of the CITY's Contract Administrator.

8. The Design Proposal(s) for the mosaic mural projects shall set forth in detail the artistic expression, scope, design, color, size, material, texture, and location of the Artwork to be installed on the Site(s) selected by LEAD ARTIST are subject to final approval by both the CITY's Public Art Committee and its City Commission. The Design Proposal shall also include a statement that LEAD ARTIST has inspected the Site(s) and determined that each Site is suitable for the Artwork. The Design Proposal shall also include a schedule for completion of the Artwork.

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

10. LEAD ARTIST shall complete the fabrication, transportation, and installation of the Artwork in conformity with the Design Proposal approved by both the CITY's Public Art Committee and its City Commission. LEAD ARTIST is solely responsible for Artwork storage pending delivery to the Site(s).

11. After fabrication of the mosaic mural projects are completed and LEAD ARTIST has received any applicable permits, other jurisdictional approval(s), and written approval from the CITY's Contract Administrator, LEAD ARTIST shall deliver the Artwork to the Site(s). LEAD ARTIST shall coordinate access to the Site(s) for Artwork delivery with the CITY's Contract Administrator.

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



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

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

15. Title to the Artwork passes to CITY upon Final Acceptance by the CITY's Contract Administrator. Upon transfer of title, CITY shall be responsible for any and all subsequent damage to the Artwork except damage caused by LEAD ARTIST, the apprentices or other agents of the LEAD ARTIST. At any time prior to title transfer, all risk of destruction or damage to the Artwork, or any part thereof, from any cause whatsoever shall be borne by LEAD ARTIST. LEAD ARTIST shall, at her sole expense, fully repair and restore the Artwork as to any destruction or damage that occurs before title has transferred from LEAD ARTIST to the CITY.

## **ARTICLE 5**

### **RESPONSIBILITIES OF CITY**

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 LEAD ARTIST.

2. Pursuant and subject to the CITY's License Agreement with the CRA attached as Exhibit 3, CITY shall provide LEAD ARTIST and the apprentices non-exclusive studio space at the Bailey Art Center on a first-come first-served basis to fabricate the four (4) mosaic mural projects.

3. CITY shall be responsible to routinely perform low maintenance on the mosaic mural projects after the CITY's Contract Administrator accepts the fabrication and installation of same at CITY's final inspection when the projects are 100% complete as determined by the CITY's Contract Administrator.



**ARTICLE 6**  
**NON-ASSIGNABILITY AND SUBCONTRACTING**

This Agreement is not assignable and LEAD 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 LEAD ARTIST to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY'S written approval shall result in CITY'S immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LEAD 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 LEAD ARTIST hereunder shall immediately cease and terminate.

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 LEAD ARTIST.

**ARTICLE 7**  
**TERM, RENEWAL AND TIME OF PERFORMANCE**

1. Term and Renewal. This Agreement shall be for a two (2) year term commencing April 28, 2017, and ending April 27, 2019, subject to earlier termination as provided herein. The CITY reserves the right to extend this Agreement for one (1) year provided both parties agree in writing to said extension. Renegotiation shall commence at least sixty (60) days prior to normal termination.

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

3. Notice to Proceed. LEAD ARTIST shall commence each phase of the Artwork within the time period stated in the CITY's written Notice to Proceed. All duties, obligations, and responsibilities of LEAD ARTIST required for each phase shall be completed by the deadline set forth in the Notice to Proceed. The Notice to Proceed is defined as a written document issued by the CITY's Contract Administrator which authorizes the LEAD ARTIST to begin a particular phase of each mosaic mural project.

4. Delay. LEAD ARTIST shall notify CITY in writing whenever a delay is anticipated or experienced and set forth all facts and details related to the delay. The CITY's



Contract Administrator may grant LEAD ARTIST an extension of time if he/she deems it appropriate in his/her sole discretion.

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

## **ARTICLE 8**

### **DESIGN AND MODIFICATION**

LEAD ARTIST understands and agrees that the four (4) mosaic mural projects to be created for the Mosaic Team Project as well as the location where the murals are to be installed are subject to approval by both the CITY's Public Arts Committee and its City Commission. LEAD ARTIST also understands and agrees that CITY has the right to request up to four (4) design sketches for each project and that if the Public Arts Committee does not approve a design after a total of (4) design sketches have been submitted, the CITY has the right to terminate this Agreement with the LEAD ARTIST.

Major modification shall mean more than a 25% overall change from the mosaic mural design originally submitted to, and approved by, both the CITY's Public Arts Committee and its City Commission, and is prohibited without the formal written approval of both the foregoing entities. LEAD ARTIST understands and agrees that CITY's Contract Administrator has sole discretion to approve the modification "as is" or require a formal review and approval by both the CITY's Public Art Committee and its City Commission.

Minor modifications may be submitted and approved by the CITY's Contract Administrator only when necessary to facilitate the Work. LEAD ARTIST understands and agrees that the CITY's Contract Administrator has sole discretion to approve the modification "as is" and/or 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 each Artwork at the four intervals described below to ensure compliance with the design sketch approved by the CITY'S Public Art Committee.

- 1st Inspection - 10% completion (beginning phases of Artwork fabrication)
- 2nd Inspection - 25% completion (Artwork fabrication is 50% complete)
- 3<sup>rd</sup> Inspection - 50% completion (Artwork is completed and ready for installation)
- 4<sup>th</sup> Inspection - 100% completion (Artwork installed at approved location)

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



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

A. Compensation. For and in consideration of the mutual covenants and obligations herein as well as other good and valuable consideration received, LEAD ARTIST agrees to design, fabricate and install four (4) mosaic mural projects in two (2) years for CITY and CITY agrees to pay LEAD ARTIST a maximum not-to-exceed total amount of One Hundred Thousand Dollars (\$100,000.00) payable in two (2) annual installments of Fifty Thousand dollars (\$50,000.00) as set forth below.

**YEAR 1**

Beginning of Mural 1	\$8,333.20
50% Completion of Mural 1	\$8,333.40
100% Completion of Mural 1	\$8,333.40
Beginning of Mural 2	\$8,333.20
50% Completion of Mural 2	\$8,333.40
100% Completion of Mural 2	\$8,333.40

**TOTAL PAYMENT TO LEAD ARTIST DURING YEAR 1 EQUALS \$ 50,000.00**

**YEAR 2**

Beginning of Mural 3	\$8,333.20
50% Completion of Mural 3	\$8,333.40
100% Completion of Mural 3	\$8,333.40
Beginning of Mural 4	\$8,333.20
50% Completion of Mural 4	\$8,333.40
100% Completion of Mural 4	\$8,333.40

**TOTAL PAYMENT TO LEAD ARTIST DURING YEAR 2 EQUALS \$50,000.00**

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 LEAD ARTIST as full compensation for all such Work. These maximum amounts do not constitute a limitation of any sort upon LEAD ARTIST's obligation to perform all Work required hereunder.

2. Within one (1) week of each payment by CITY to LEAD ARTIST, LEAD ARTIST shall provide CITY written documentation that demonstrates each apprentice has completed the minimum of five (5) hours per week required hereunder. Within thirty (30) days of CITY's approval of the aforesaid Work verification, LEAD ARTIST shall (i) timely pay \$500.00 to each apprentice entitled to payment for a total of \$3,000.00 per year for each apprentice and (ii) also provide CITY proof that such payment to the apprentices has been made. LEAD ARTIST shall also timely provide the CITY's Contract Administrator documentation that demonstrates LEAD ARTIST has paid the apprentice(s) in accordance with the foregoing schedule and LEAD ARTIST's failure to do so shall entitle CITY to cease payment to LEAD ARTIST until LEAD ARTIST demonstrates compliance with the foregoing provisions.



In addition, if one of the five (5) apprentices abandons the mosaic mural projects or LEAD ARTIST removes same for good cause as determined by LEAD ARTIST, LEAD ARTIST shall be responsible to thereafter replace said apprentice(s) within thirty (30) days. The intent of these provisions is that LEAD ARTIST shall be required to supervise and pay five (5) apprentices a total of \$15,000.00 each year to perform the Work hereunder.

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

4. CITY shall pay LEAD ARTIST within thirty (30) calendar days of receipt of LEAD ARTIST's proper invoice after any required approvals. 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. CITY shall have the right to withhold payment of the invoice based on LEAD ARTIST's failure to comply with any term, condition, or requirement of this Agreement. The parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by CITY.

5. 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. CITY shall have the right to withhold payment of the invoice based on LEAD ARTIST's failure to comply with any term, condition, or requirement of this Agreement. The parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by CITY.

**B. Recordkeeping, Inspection and Audit Procedures.**

LEAD ARTIST shall be required to record, preserve and make available at all reasonable times for CITY'S local inspection, examination and audit, complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, 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.

LEAD 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 LEAD ARTIST's Work hereunder.

**C. Background Check Procedures.** LEAD ARTIST and the five (5) apprentices providing services hereunder shall comply with the CITY'S Background Screening Policy as set forth in Exhibit 6. At least one week prior to LEAD ARTIST or any of the apprentices providing services hereunder, LEAD ARTIST shall provide the CITY'S Contract Administrator a



completed and fully-executed Release on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LEAD ARTIST or any of the apprentices to provide services under this Agreement based upon the grounds for disqualification set forth in the CITY's Background Screening Policy.

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

1. Keep and maintain public records required by the CITY in order to perform the service.
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.
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 LEAD ARTIST does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the LEAD ARTIST, or keep and maintain public records required by the CITY to perform the service. If the LEAD ARTIST transfers all public records to the CITY upon completion of the Agreement, the LEAD ARTIST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LEAD ARTIST keeps and maintains public records upon completion of the Agreement, the LEAD 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 LEAD ARTIST to provide the above described public records to the CITY within a reasonable time may subject LEAD ARTIST to penalties under 119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN  
IF THE LEAD ARTIST HAS QUESTIONS  
REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO  
THE LEAD 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](mailto: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](mailto:laura.atria@copbfl.com)  
(954) 786-4310 office  
(954) 786-4666 fax

**For LEAD ARTIST**

Sonata Kazimieraitiene  
14364 Canalview Drive, Unit A  
Delray Beach, Florida 33484  
[sonataka2000@yahoo.com](mailto:sonataka2000@yahoo.com)  
[manotiles@gmail.com](mailto:manotiles@gmail.com)  
(708) 420-1721 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 LEAD 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 LEAD ARTIST'S relationship to CITY hereunder is that of an independent contractor and that this Agreement shall not constitute or make the parties a partnership or joint venture. LEAD ARTIST shall have no authority to employ any person as an employee or agent on behalf of CITY for any purpose.

Neither LEAD ARTIST, any apprentice nor any person 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 LEAD ARTIST, an apprentice or any other agent or employee of LEAD AGENT are employees or agents of the CITY, LEAD ARTIST shall use its best efforts to correct said mistaken belief both verbally and in writing.

LEAD ARTIST shall be deemed an independent contractor for all purposes, and the apprentices selected and managed by LEAD 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 LEAD 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** **LEAD ARTIST'S INDEMNIFICATION OF CITY**

1. LEAD ARTIST shall at all times indemnify, hold harmless and defend the CITY and its agents hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly or indirectly out of or in connection with LEAD ARTIST'S actions, negligence, misconduct or provision of Work hereunder except that LEAD ARTIST shall not be liable under this Article for damages arising out of injury to persons or property arising from the negligence, gross negligence or willful misconduct of CITY or any of its officers, employees or authorized agents. LEAD ARTIST agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LEAD ARTIST for any causes of action LEAD ARTIST has or may have for breaches or defaults by CITY under this Agreement.

2. LEAD ARTIST acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by LEAD ARTIST. The parties agree that one percent (1%) of the total compensation paid to LEAD ARTIST hereunder shall constitute specific consideration to LEAD 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 LEAD 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.



3. LEAD ARTIST acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property, stock or inventory of LEAD ARTIST or the apprentices placed at Bailey Contemporary Arts or the Site(s) and that LEAD ARTIST is solely responsible for insuring same against damage or loss of any nature or kind. LEAD 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 LEAD ARTIST'S presence at Bailey Contemporary Arts, the Site, or performance of Work hereunder.

4. LEAD 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.

#### **ARTICLE 16**

#### **GOVERNMENTAL IMMUNITY**

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

CITY is a political subdivision of the State of Florida and nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

#### **ARTICLE 17**

#### **PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LEAD ARTIST certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

#### **ARTICLE 18**

#### **INSURANCE**

LEAD ARTIST shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit 7. LEAD 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, both the CITY and the CRA shall be named as additional insureds on the Certificate of Insurance.

#### **ARTICLE 19**

#### **DEFAULT AND DISPUTE RESOLUTION**

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.



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.

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 LEAD ARTIST.

## **ARTICLE 20** **TERMINATION**

A. Termination for Cause. Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination of this Agreement. 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.

B. Termination for Convenience of City. Upon thirty (30) calendar days written notice, delivered by certified mail, return receipt requested, to LEAD ARTIST, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of the CITY. If the Agreement is terminated for the CITY's convenience, the notice of termination to LEAD ARTIST shall state so and also define the extent of the termination. Upon receipt of such notice, LEAD ARTIST shall use commercially reasonable efforts to discontinue all services hereunder to the extent indicated on the notice of termination. CITY shall be responsible to pay LEAD ARTIST any monies to which LEAD ARTIST is entitled for the WORK satisfactorily completed through the date of termination. LEAD ARTIST acknowledges that LEAD ARTIST has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by LEAD ARTIST, for CITY's right to terminate this Agreement for convenience and LEAD ARTIST hereby waives any and all rights to challenge the adequacy of such consideration or the validity of CITY's right to terminate for convenience.



**ARTICLE 21**  
**NO DISCRIMINATION AND AMERICAN WITH DISABILITIES ACT**

A. No Discrimination. In the performance of this Agreement, LEAD ARTIST and its agents shall not discriminate against any apprentice or person 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 basis for service delivery.

B. American with Disabilities Act ("ADA"). LEAD 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. LEAD ARTIST shall also comply with Title I of the ADA regarding nondiscrimination on the basis of disability in employment and further 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.

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

**ARTICLE 22**  
**NO CONTINGENT FEE**

LEAD ARTIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LEAD 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 LEAD 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 LEAD 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 LEAD 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**

Failure to insist upon strict compliance with any terms, covenants or conditions 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 LEAD ARTIST shall not be construed as a waiver of any of the CITY's rights hereunder.

CITY and LEAD 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**

LEAD 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 LEAD ARTIST time and skill as does not interfere with LEAD 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.

#### **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**

LEAD ARTIST represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. LEAD



ARTIST further represents no person having any interest shall be employed or engaged by it for said performance.

**ARTICLE 29**  
**MISCELLANEOUS TERMS AND CONDITIONS**

1. In case there is conflict between the terms of the RFQ (Exhibit 1), LEAD ARTIST's Design Proposal (Exhibit 2), and this Agreement, the terms of this Agreement shall prevail.

2. LEAD ARTIST shall utilize the Bailey Art Center exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LEAD ARTIST shall not allow, suffer or permit Bailey Art Center to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

3. The mosaic mural projects designed, fabricated and installed by LEAD ARTIST hereunder shall be permanent Artwork created solely for the CITY. Pursuant to the Copyright Assignment attached as Exhibit 5, CITY has exclusive property rights to any and all murals created hereunder. In addition, LEAD ARTIST understands and agrees that CITY has the right to deaccess the mosaic mural projects five (5) years after CITY accepts same as 100% complete at CITY's final inspection.

4. LEAD ARTIST understands and agrees that the mosaic mural projects it creates hereunder shall be fabricated and installed to withstand the outdoor climate of South Florida for a minimum of five (5) years after CITY's final acceptance of same. Further, LEAD ARTIST understands and agrees that CITY is entitled to rely upon the foregoing durability provision such that if any part(s) of the mosaic mural project(s) substantially deteriorate or are otherwise found to be defective, as determined solely by the CITY's Contract Administrator, LEAD ARTIST shall be responsible to repair or replace same at LEAD ARTIST's sole cost. However, CITY (not LEAD 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.

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

6. CITY and LEAD ARTIST agree that there are no third party beneficiaries to this Agreement.

7. Conflicts. LEAD ARTIST agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with LEAD ARTIST's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. LEAD ARTIST further agrees that neither LEAD ARTIST nor any of the apprentices shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or LEAD ARTIST is not a party, unless compelled by court process. Further, such



persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude LEAD ARTIST or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. LEAD ARTIST agrees that any written agreements LEAD ARTIST has with any person or entity performing under this Agreement shall contain substantively identical language to ensure that said persons or entities meet the obligations contained in this paragraph.

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

9. Truth-In-Negotiation Representation. LEAD ARTIST's compensation under this Agreement is based upon representations supplied to CITY by LEAD ARTIST. LEAD 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 such representation is untrue.

10. Rights In Documents And Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of CITY. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by LEAD ARTIST, whether finished or unfinished, shall become the property of the CITY and shall be delivered by LEAD ARTIST to the CITY's Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

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

### **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**

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

2. Warranty of Quality. LEAD ARTIST warrants that the Artwork shall be free of defects in material and workmanship, including without limitation any defects consisting of



"inherent vice" or qualities accelerating the deterioration of the Artwork, and that LEAD shall correct, at LEAD ARTIST's sole expense, any such defects which appear within a period of five (5) years from CITY's Final Acceptance of the Artwork.

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

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

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

6. Warranty of Authorization. LEAD ARTIST represents that LEAD 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**

1. The provisions of this Agreement shall control over the provisions of 17 U.S.C. § 106A and shall constitute a waiver by LEAD 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, LEAD ARTIST understands and agrees that the provisions of this Agreement shall control and shall constitute a waiver by LEAD ARTIST of any rights in the Artwork set out in or otherwise granted by laws of other jurisdictions addressing LEAD ARTIST's rights in the Artwork.



2. Artwork may become an integral part to the architecture of the applicable building, structure, or site, and installation and integration of the Artwork may subject the Artwork to future removal, destruction, or other modifications including, without limitation, in connection with the renovation, destruction, or redevelopment of the applicable building, structure, or site or change of use. LEAD 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.

3. 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.

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

### **ARTICLE 33** **SURVIVAL**

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

### **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.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LEAD ARTIST and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

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



**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

Sandra M. Monney  
Shelly R. Britholme

By: [Signature]  
LAMAR FISHER, MAYOR

By: [Signature]  
GREG HARRISON, CITY MANAGER

Attest:

[Signature]  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 28th day of April, 2017, by LAMAR FISHER as Mayor, GREG 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:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number



**"LEAD ARTIST"**

Witnesses:

Kandice Brown

KANDICE BROWN

Print Name

Anta Zhubi

Anta Zhubi

Print Name

STATE OF ~~FLORIDA~~ ILLINOIS  
COUNTY OF ~~BROWARD~~ COOK

The foregoing instrument was acknowledged before me this 4 day of April 2017,  
2017, by SONATA KAZIMIERAITIENE who is personally known to me or who has produced ILLINOIS  
Driver's License (type of identification) as identification.

NOTARY'S SEAL:



J Ingersol  
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ ILLINOIS  
Jared Ingersol  
Name of Acknowledger Typed, Printed or Stamped

Commission Number



## Request for Qualifications: Mosaic Team

**BUGET:** \$100,000.00 (\$50,000.00 per year)  
**DEADLINE:** June 30, 2016

### INTRODUCTION

The City of Pompano Beach is looking to commission an artist/artist team for the design and fabrication of four (4) separate mosaic mural projects to be completed over two (2) years. This program will connect multiple cultural facilities. The selected artist will be considered the lead artist and is required to select five (5) apprentices to teach and help in the process of fabrication and installation. The mosaic projects include artwork at the following locations:

- Trail of Honey Bees (This will include multiple mosaic murals and ceramic sculptures to stretch from I-95 on MLK Blvd to Bailey on NE 1<sup>st</sup> St at NW 1<sup>st</sup> Ave.)\*
  - The theme for this project is *Trail of the Honey Bees*. This trail will connect the community through artwork and education. The focus of the mosaics should be on the honey bee and all vegetation it helps pollinate (i.e. beans, starfruit, peppers, cucumbers, mangos, etc.). To United States agriculture alone, the annual value of honey bee pollination can be counted in billions of dollars. Bees pollinate about one-sixth of the world's flowering plant species and some 400 of its agricultural plants. The source of the honey bee image can be seen in the metal railings of the Ali Building's roof parapet. This honey bee railing design will be repeated in the north entrance to the new performance space. The *Trail of the Honey Bees* will encourage a spirit of unity to connect both sides of Dixie Highway and foster the Creative Arts district. This unique sequence of honey bees and their pollination patterns will trigger spectators' curiosity and send visitors looking for the next artwork along the trail;
- Music Leads the Way (Pompano Beach Amphitheater)\*
  - The theme for this project is *Music Leads the Way*. This will also be a trail. It will spread throughout the Pompano Beach Amphitheater. The Amphitheater is a 3,000 seat open-air performing arts theatre that hosts exceptional artists and events in North Broward's venue for art, music, and culture. The artist will come up with music themed mosaic murals and ceramic sculptures that will be placed and secured within the amphitheater on the walls, ground, etc.
- I-95 bridge over MLK Blvd; and
- Charlotte Burrie Community Center.

\*= to be completed first

Projects may be subject to change.

Additional details on project requirements will be provided once the artist is chosen.

The City will set specific deadlines for the projects and must approve all designs before fabrication. Staff must inspect and approve each project during the following phases of completion: 10%, 25%, 50%, and 90%. After the two year contract is complete, the City has the option to extend the contract on a yearly basis.

The call is open to all artists with experience in creating mosaic artwork who are residents of South Florida. Teaching experience is preferred but not required. Selected artist should demonstrate expertise in knowledge of artistic excellence within the mosaic, tile making and ceramic discipline. Selected artists are also required to have Specialty Insurance Coverage.



Apprentices must be covered under the lead artist's insurance and are required to be covered up to one million dollars and indemnify the City of Pompano Beach. The City will also need to be additionally insured under the artist. A background check on the lead artist will be performed.

### **REQUIREMENTS FOR APPRENTICES**

The lead artist must select five (5) apprentices that will assist the lead artist in the installation and fabrication of the mosaic murals. The selection of the apprentices will take place after the lead artist has been chosen and must be covered under the lead artist's General Liability Insurance. The City must approve the selected apprentices. The lead artist will teach the apprentices about the process of mosaics and tile/ceramic making. The lead artist is required to spend at least five hours a week dedicated to working with the apprentices. Apprentices will also be assisting the lead artist in the fabrication and installation of the projects. It is important to note that the lead artist will be in charge of the over-all design of the murals, scheduling and development of the teaching program and payment schedule. Apprentices must meet these requirements,

- Apprentices must be 18 and over;
- All 5 apprentices selected must be either students, residents or work in Pompano Beach;
- Apprentices are required to assist the lead artist in the creation and installation of all mosaic murals; and
- Apprentices must be enthusiastic about learning the mosaic and ceramic craft.
- Apprentices will be subject to a background check.

The apprentices will be paid by the City a total budget for all five apprentices of \$15,000.00 per year (\$30,000.00 for two years). The City will provide a payment schedule.

### **MATERIALS**

The lead artist is responsible for the purchasing of materials. The City will provide studio space at the Bailey for the lead artist and apprentices to work at. The mosaic discipline includes a wide variety of materials, dimensions, shapes, and sizes. A range of materials includes ceramic mosaic, glass mosaic, cut granite, porcelain enamel, stainless steel, aluminum, faceted or laminated glass or any other material that is durable, maintenance free, impervious to elements and vandalism and is able to retain its form and color. These materials may be used individually or in combination with each other within a wider latitude of possibilities. All materials and fabrication techniques must meet the challenges of the climate, such as heat and rain. The finished panels must be flat on the surface with no sharp edges and all edges are to be sanded down. These mosaic murals will create a sense of continuity and connection. Small ceramic sculptures and objects are also allowed.

### **ARTWORK PURCHASE BUDGET**

The purchase budget established for the project is \$35,000.00 per year; a total of \$70,000.00 for the two year contract. The price will include all insurance, taxes and fees. Within the fee, the artist will make recommendations to the city regarding the permanent sites. A payment schedule will be appointed for the lead artist once the lead artist has been selected.

### **APPROXIMATE SCHEDULE**

April 26, 2016	Call to Artists will be posted.
June 30, 2016	Deadline for submissions.
July 2016	Subcommittee will shortlist 3 artists
August 2016	Subcommittee will select final artist
August 16, 2016	Artist will submit list of 5 Apprentices for City approval.
September 13, 2016	City Commission approval.



September 20, 2016 Artist will begin fabrication of Mural Project 1, *Trail of the Honey Bees*.

### **SUBMITTAL REQUIREMENTS**

All submissions should be submitted through CaFE. Submissions received after 5:00 pm on June 30, 2016 will not be accepted. Submissions must include:

- Resume (this should include experience you have in teaching and mosaic and ceramic work);
- Digital Images of portfolio / previous artwork (Maximum of 8 digital images which relate in material and/or general approach to this project); and
- Mosaic Approach Statement — limited to 500 words describing general approach to the mosaic aspect of the project, specifically the *Trail of the Honey Bees* and *Music Leads the Way*;
- Simple Sketches of Proposed Design — 1-3 designs for the first 2 projects; and
- Teaching Approach Statement — limited to 500 words describing the general approach to the teaching curriculum.

### **PROPOSAL SELECTION CRITERIA**

The artist will be selected based on the following criteria:

- Experience in mosaics and teaching;
- Quality of past artwork;
- Teaching plan/curriculum; and
- Proposed design.

### **ELIGIBILITY**

The project is open to all professional teaching artists living or working in South Florida. Apprentices are required to be residents, students or work in Pompano Beach. While teaching experience is preferred, it is not required. Experience in kindred projects is required. Artists and apprentices are NOT eligible who are immediate family or business partners of members of the Public Art Committee or program staff.

### **ARTIST SELECTION PROCESS**

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

Other Selection Issues:

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

The selected artist is required to give one talk or workshop concerning working as a public artist and the mosaic process after the completion of the project.



## **QUESTIONS**

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

## **BACKGROUND ON POMPANO BEACH**

Pompano Beach is a city located in Broward County along the coast of the Atlantic Ocean, just north of Ft. Lauderdale. The nearby Hillsboro Inlet forms part of the Atlantic Intracoastal Waterway. In 2013, the City adopted the Pompano Beach Cultural Arts Master Plan. The plan supported cultural arts for the Public Beach Cultural Center at Bailey Contemporary Arts, the Ali Building and the Pompano Beach Amphitheater. The Cultural Arts Master Plan sets as an objective public art projects at all cultural facilities. The Public Art Master Plan proposes public art at a majority of facilities.

## **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, please refer to the Public Art Masterplan that is located at [http://pompanobeachfl.gov/index.php/pages/public art/public art](http://pompanobeachfl.gov/index.php/pages/public%20art/public%20art).

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Exhibit 2

Mosaic Team Pompano Beach Public Art Project  
2016-2017  
Design Proposal for Honey Bee Trail  
(from Ali Cultural Arts building to Bailey Contemporary Arts building)

Prepared by artist Sonata Kazimieraitiene

**Scope of work**

**Mosaic panels**

<b>A</b>	3' x 3'	3 pc
<b>B</b>	2' x 3'	4 pc
<b>C</b>	1' x 1'	8 pc
<b>D</b>	6" x 6"	17 pc

**Dome shaped free standing sculptural elements**

<b>E</b>	18" diameter x 9" H	6 pc
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Total: 38 pc

**Materials**

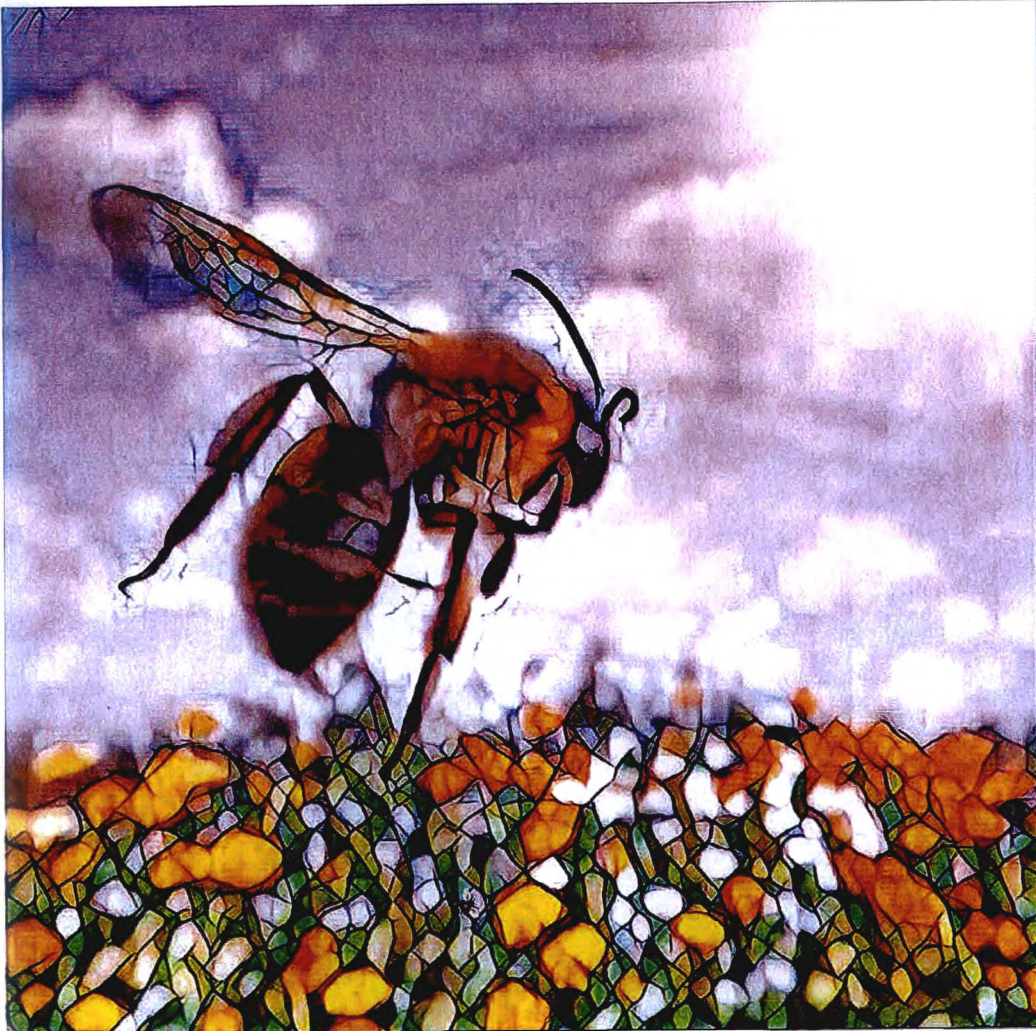
Stained glass, comercial ceramic tile, hand made ceramic objects.

**The Theme**

Each panel will reflect on and represent facts about South Florida honey bees (life habbits, kinds of the bees in the family, ways of communicating, distances the travel to gather honey, pollination data, where and how do they live, what could be done to prevent them from extinction).



A



Dimensions: 3' x 3' Amount: 3 pc  
Introduces to important facts about Honey Bees and their habitat

D



Dimensions: 6" x 6" Amount: 17 pc picturing different kinds of South Florida Honey Bees



Dimensions 2' x 3' Amount 4pc  
Samples of vegetable and fruit polinated by Honey Bees

**B**



**C**



Measurements 1' x 1'  
Amount: 8 pc  
Features native polinator friendly plants - suitable for

**E**



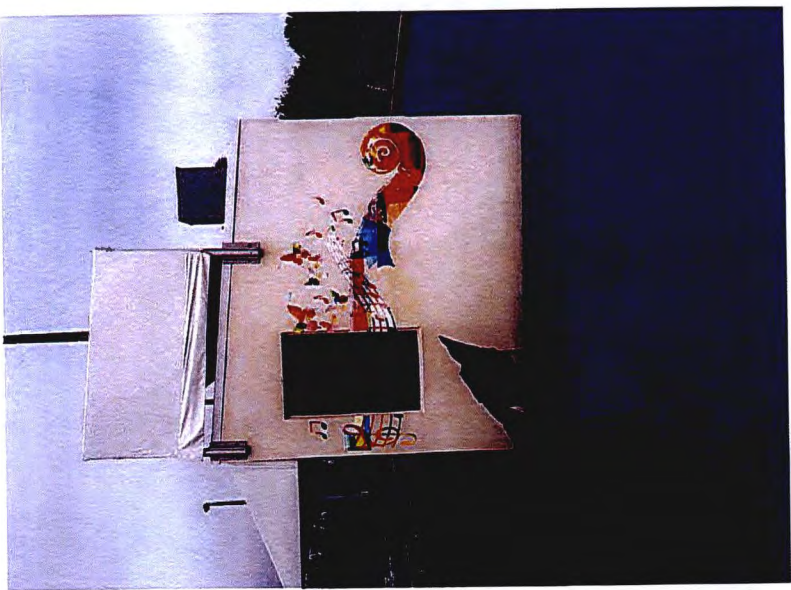
Measurements: Diameter 18" x 9"  
Amount: 6 pc  
Three dimensional free standing sculpture, represents Honey Bees in their natural habitat (honeycomb, beehive, on the flower)





I

H



G





Mosaic Team Pompano Beach Public Art Project  
2016-2017  
Design Proposal for Amphitheater Trail

Prepared by artist Sonata Kazimieraitiene

**Scope of work**

Mosaic panels

<b>Stage design F</b>	3' x 10'	2 pc
<b>G</b> circular shape		1 pc
<b>H</b> irregular shape		1 pc
<b>I</b> irregular shape composition		1 pc

**Materials**

Stained glass, comercial ceramic tile, hand made ceramic objects.

**The Theme**

Each panel is composition of musical elements (symbols and instruments).



## Stage Design F





RESOLUTION NO. 2016-60**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF POMPANO BEACH RELATING TO USE OF STUDIO SPACE AND THE KILN AT THE BAILEY CONTEMPORARY ARTS, 41 NE 1<sup>ST</sup> STREET, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.


BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

**SECTION 1.** The License Agreement between the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach relating to use of studio space and the kiln at the Bailey Contemporary Arts, 41 NE 1st Street, Pompano Beach (the Agreement), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** The proper officials are hereby authorized to execute the Agreement, together with such other documents as may be required to effectuate the Agreement.

**SECTION 3.** This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 20 day of September, 2016.

  
LAMAR FISHER, CHAIRPERSON

ATTEST:

  
MARGARET GALLAGHER, SECRETARY



## **LICENSE AGREEMENT**

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**THIS LICENSE AGREEMENT ("Agreement")** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (the "Licensor"), hereinafter referred to as "CRA," whose address for purposes of notice under this Agreement is 100 West Atlantic Boulevard, Room 276, Pompano Beach, Florida, 33060 and **CITY OF POMPANO BEACH**, a Florida municipal corporation, hereinafter referred to as "LICENSEE," and whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

### **WITNESSETH**

**WHEREAS**, the CRA is the owner of certain real property located at 41 NE 1<sup>st</sup> Street, Pompano Beach, Florida, known as the Bailey Contemporary Arts ("BaCA") as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Premises"); and

**WHEREAS**, LICENSEE, pursuant to its Public Art Master Plan is completing a multi-year Mosaic Team Project (the "Project"); and

**WHEREAS**, LICENSEE would like to use studio space at BaCA ("Studio Space") and the BaCA kiln (the "Kiln") for the Project's lead artist and five apprentices to work and fabricate mosaic and ceramic tiles for a period of four years beginning October 2016; and

**WHEREAS**, the CRA and LICENSEE desire to enter into this Agreement to set forth the duties and obligations relating to the Studio Space, the Kiln, and the Premises.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **PREMISES.** CRA licenses to LICENSEE non-exclusive use of the Studio Space delineated in Exhibit "A," attached hereto and made a part hereof, together with non-exclusive use of the kiln (the "Kiln"). Non-exclusive use means that the CRA will use its best efforts to make the Studio Space and the Kiln available to LICENSEE as needed; however, LICENSEE acknowledges that such use is available on a first come, first served basis and may be affected by long-term leases and use of the space by other artists.

2. **PURPOSE.** The Studio Space and the Kiln shall be used for the fabrication of mosaic and ceramic tiles as provided for in the LICENSEE'S Public Art Master Plan and referred to as the Project. Use of the Studio Space and the Kiln for any other purposes by any artist or any apprentice who works on the Project during the Term is strictly prohibited.



3. **TERM.** The term of this Agreement is for the period of four (4) years commencing October 1, 2016. The term may be extended by mutual agreement of the parties.

4. **FEE.** There shall be no fee associated with LICENSEE'S use of the Studio Space.

5. **ACCEPTANCE OF STUDIO SPACE.** LICENSEE acknowledges that it has made a thorough and complete inspection of the Studio Space, is fully advised of the condition, nature of construction and state of repair, and fully accepts the Studio Space, the Kiln, and the Premises in the present "as in" condition.

6. **NO LIENS CREATED.** LICENSEE covenants and agrees that LICENSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CRA in and to the Studio Space or the Premises. Should any such lien be filed against CRA, LICENSEE shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. LICENSEE shall not be deemed to be the agent of CRA under any term, paragraph, condition or covenant of this Agreement.

7. **TAXES AND EXPENSES.** Except as otherwise provided in this License Agreement, LICENSEE shall not be obligated to pay real and personal property taxes, tangible or intangible taxes, sales taxes, assessments, utilities, insurance premiums, occupational licenses and other similar expenses for the Premises.

8. **OPERATION.**

**Hours.** LICENSEE agrees that the Studio Space will only be used by a lead artist and five apprentices in connection with the Project. Pursuant to the Project terms, the apprentices are required to work a minimum of five hours per week. The lead artist does not have a minimum of required hours.

**Project Supervision.** At all times, LICENSEE shall be responsible for supervising each artist and all apprentices associated with the Project who will actually be occupying the Studio Space and conducting the Project.

**Mosaic Team Project Restrictions.** Use of the Studio Space and the Kiln is expressly restricted to the Project on behalf of the City of Pompano Beach. No private use of the Studio Space and the Kiln is permitted by any artist or any apprentices who work on the Project during the Term. LICENSEE shall be responsible for compliance with all terms and conditions of this License Agreement by each artist and each apprentice who works on the Project during the Term.

9. **OPERATING COSTS.**

A. LICENSEE agrees to pay promptly all operating costs incurred as a result of LICENSEE's use of the Studio Space and the Kiln, which are not by this Agreement an expense of CRA.



B. LICENSEE shall deposit all garbage and trash generated by its operations on a daily basis in enclosed containers located on the Premises. LICENSEE shall provide for removal, at LICENSEE's cost, of any garbage and trash that does not fit within the enclosed containers located on the Premises. Said garbage and trash shall be properly disposed and not be left on the Premises.

10. IMPROVEMENTS.

A. Any improvements to the Studio Space by LICENSEE shall only be done by properly licensed persons in accordance with federal, state, and local laws and ordinances.

B. LICENSEE and any subcontractors shall be responsible for obtaining and paying for all required permits.

11. REPAIRS, MAINTENANCE AND SURRENDER.

A. LICENSEE agrees at its expense to keep, maintain, and clean the Studio Space and the Kiln after every use, except as provided otherwise herein, in the same state of repair and condition as existed on the date of commencement of this Agreement, reasonable wear and tear expected. Such maintenance shall include, but not be limited to, cleaning windows, wiping tables, chairs, and equipment and washing floors.

B. LICENSEE shall be responsible for maintaining and repairing all improvements to the Studio Space at its own cost.

C. LICENSEE at its expense agrees to deliver to CRA, upon the termination of this Agreement, the entire Studio Space, including any improvements and non-moveable fixtures, in the same state of repair and condition as existed on the date of commencement of this Agreement, reasonable wear and tear expected.

D. CRA shall make all interior repairs related to CRA's use, exterior repairs, including repairs of the roof and sidewalks, as well as repairs as required because of water entering the Premises from the roof or other parts of the building or from other causes not under the control of LICENSEE. CRA shall maintain the exterior and interior of the building in good condition. CRA shall maintain the exterior of the premises so as to maintain the value of the capital asset in a manner consistent with generally accepted landlord/tenant responsibilities. LICENSEE shall promptly report, in writing, to CRA any defective or dangerous conditions known to LICENSEE.

E. CRA shall not be liable to LICENSEE for damage to property of LICENSEE resulting from CRA's acts, omissions or neglect in the maintenance and operation of the demised premises and facilities. Property of the LICENSEE includes property of each artist and each apprentice who works on the Project during the Term.

12. POSSESSION. As indicated in Paragraph 1 above, use of the Studio Space and the Kiln is non-exclusive. LICENSEE shall give the CRA as much advance notice as possible of its need to use the Studio Space or the Kiln.



13. RETENTION OF RECORDS AND RIGHT TO ACCESS. LICENSEE shall maintain during the term of this Agreement all records relating to use of the Studio Space or the Premises, including records created by each artist and each apprentice during the Term, in accordance with all state and local laws relating to public records.

14. INSURANCE. Throughout the term of this Agreement, LICENSEE shall maintain liability insurance in the type and amounts set forth in Exhibit "C" attached hereto. CRA acknowledges that because LICENSEE is a municipal corporation, LICENSEE may have the option of self-funding the required insurance coverage and providing the CRA with a Certificate of Self-Insurance which meets the required limits.

15. ASSIGNMENT AND SUBLEASING. The LICENSEE shall not, without prior approval of the CRA, assign or transfer this Agreement nor any share, part or interest in it, nor any of the rights or privileges granted by it, nor enter into any contract requiring or permitting the doing of anything under this Agreement by an independent contractor unless otherwise expressly provided in this Agreement. LICENSEE further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Premises, with any individual, partnership or corporation without prior approval of CRA, it being understood that the only activity that LICENSEE may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located there, be they demised to the others or under the control of CRA, is as authorized under the terms of this Agreement.

16. LAWS AND ORDINANCES. LICENSEE agrees to comply with all applicable state statutes, Broward County and City ordinances, and any safety requirements of all federal, state and local governments. LICENSEE shall maintain all required licenses from governmental agencies in full force and effect during the term of this Agreement.

17. INDEMNIFICATION AGAINST CLAIMS AND WAIVER. To the extent permitted by law, the LICENSEE and the CRA shall at all times indemnify, hold harmless and defend, one another, including each other's respective agents and employees from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the service(s) to be performed, including costs, reasonable attorneys' fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. LICENSEE's indemnification includes each artist and each apprentice who works on the Project during the Term.

Both parties acknowledge and agree they would not enter into this Agreement but for the foregoing indemnification and that their entering into this Agreement shall constitute good and valuable consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement.

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of either party as set forth in Section 768.28, Florida Statutes.



18. OWNERSHIP AT TERMINATION. All non-moveable fixtures, alterations, improvements, structures, additions and modifications of every kind now existing or later erected, installed or placed within the Studio Space or the Premises shall, at the end of the Term or earlier termination of this Agreement, for any reason, be and become the property of CRA and shall be left in good condition and repair, ordinary wear and tear excepted, unless CRA at its option requires LICENSEE to remove all or a portion of same. In such event, LICENSEE at its sole expense shall promptly remove same. LICENSEE further agrees at its sole expense to promptly repair and restore all portions of the Studio Space or the applicable Premises to good condition upon such removal. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the Premises by LICENSEE and incapable of being removed without structural or functional damage to the Premises, becomes a part and parcel of them. Non-fixture property personally owned by LICENSEE at the expiration of the Term or earlier termination of this Agreement, for any reason, shall continue to be owned by LICENSEE, and at the time of such expiration or earlier termination, LICENSEE at its option, may remove all such property, provided LICENSEE is not then in default of any covenant or condition of this Agreement; otherwise, all property shall remain on the Premises until the damages suffered by CRA from any such default have been ascertained and compensated. Any damage to the Premises caused by the removal by LICENSEE of any such property shall be repaired by LICENSEE immediately at its expense.

19. DEFAULT. It is agreed that upon any default by LICENSEE in keeping and performing any and all terms and conditions of this Agreement to be kept and performed by LICENSEE, CRA may, at its option, declare this Agreement terminated and may, after thirty (30) days written notice to LICENSEE to cure such default, re-enter and take possession of the Studio Space and terminate this Agreement immediately. The power granted in this paragraph to the CRA is in addition to any other rights or remedies which CRA may have under the existing laws of the State of Florida with regard to the removal of tenants, distress or other legal recourse. All rights and remedies available to CRA may be exercised concurrently or separately.

20. NON-WAIVER. The failure of CRA to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements, or as a waiver of any other covenants, conditions and agreements.

21. DAMAGE TO PREMISES. In the event the Studio Space or the Premises or the building of which the Premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by CRA at its expense as soon as funds are available, but CRA shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by LICENSEE or others pursuant to this Agreement. The CRA will not be liable for damage to the Studio Space, the Kiln or the Premises.

A. CRA may elect, at its sole option, not to repair or reconstruct the Studio Space, the Kiln or the Premises and upon written notice of such election from CRA to LICENSEE the obligation of LICENSEE, shall cease and this Agreement shall thereupon terminate. However, if CRA does not give notice of termination, LICENSEE's obligation shall



abate during the existence of any damage or other casualty which renders the demised premises unsuitable for LICENSEE in continued operation of business.

22. NOTICE. The parties to this Agreement shall be contacted at the following addresses:

CRA: Executive Director  
Pompano Beach CRA  
100 West Atlantic Boulevard, Room 276  
Pompano Beach, Florida 33060

LICENSEE: City Manager  
City of Pompano Beach  
510 NE 8<sup>th</sup> Street  
Pompano Beach, FL 33060

23. RIGHT TO ENTER. CRA may enter the Studio Space and the Premises at any time, so long as the same does not unduly interfere with the LICENSEE's conduct of its regular occupancy. In the event of an emergency, CRA shall not be required to give LICENSEE notice prior to entering the Studio Space.

24. SIGNAGE. LICENSEE, may, at its own expense, erect or place a sign for the advertising of the Project at the Premises so long as same complies with all applicable governmental rules, regulations, and ordinances, including the City's Sign Code and so long as LICENSEE obtains prior written approval from the CRA as to size, location and content. Thereafter, LICENSEE shall maintain said sign in a good state of repair, and shall repair any damage to the sign.

25. INSPECTION. CRA reserves the right to inspect the Studio Space and the Premises at all reasonable hours in order to ensure compliance with this Agreement and with leasing rules and regulations in force from time to time and posted in visible locations or given to LICENSEE. LICENSEE agrees to observe those rules and regulations in connection with the use of the property and LICENSEE's obligations and responsibilities under this Agreement.

26. RISK OF LOSS. CRA shall not be liable for any loss by reason of damage, theft or otherwise to the tools, equipment, contents, belongings and personal effects of the LICENSEE or LICENSEE's agents, employees, guests or visitors, including each artist and each apprentice who works on the Project during the Term, located in or about the property, or for damage or injury to LICENSEE or LICENSEE's agents, employees, guests or visitors, including each artist and each apprentice who works on the Project during the Term.

27. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. TERMINATION. This Agreement may be terminated without cause by either party with (30) day's written notice.



29. **PARAGRAPH HEADINGS.** Paragraph headings of this Agreement are not part of the substance of this Agreement and shall have no effect upon the construction or interpretation of any terms, conditions or part of this Agreement.

30. **CONFLICT.** In the event of any conflict or inconsistency between the terms of this Agreement and the LICENSEE's Public Art Master Plan or the Mosaic Team Project, the terms of this Agreement shall control.

31. **GOVERNING LAW.** This Agreement shall be construed and enforced according to the laws of the State of Florida, notwithstanding conflict of law provisions of the State of Florida.

32. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement on the day and year first above written.

Signed, Sealed and Witnessed  
In the Presence of:

POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY

Betty J. Manes  
Print Name: Betty J. Manes

Margaret Gallagher  
Print Name: Margaret Gallagher

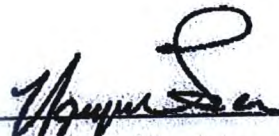
By: \_\_\_\_\_

Lamar Fisher, Chairman

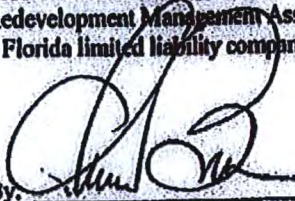
ATTEST: \_\_\_\_\_

Margaret Gallagher, Secretary



  
Print Name: Harrison Tami

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

By:   
CHRIS BROWN (Print Name),  
a managing member

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of Sept, 2016 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



CATHERINE TRENKLE  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE839199  
Expires 9/30/2016

  
NOTARY PUBLIC, STATE OF FLORIDA

CATHERINE TRENKLE  
(Name of Acknowledger Typed, Printed or Stamped)

EE839199  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of Sept, 2016 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



CATHERINE TRENKLE  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE839199  
Expires 9/30/2016

  
NOTARY PUBLIC, STATE OF FLORIDA

CATHERINE TRENKLE  
(Name of Acknowledger Typed, Printed or Stamped)

EE839199  
Commission Number



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of Sept, 2016, by CHRIS BROWN, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. He/she is ~~personally known to me~~ or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Catherine Trenkle  
NOTARY PUBLIC, STATE OF FLORIDA

CATHERINE TRENKLE  
(Name of Acknowledger Typed, Printed or Stamped)

EE839199  
Commission Number

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**"LICENSEE"**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

BY:

\_\_\_\_\_  
Lamar Fisher, Mayor

\_\_\_\_\_

BY:

\_\_\_\_\_  
Gregory P. Harrison, City Manager

Attest:

\_\_\_\_\_  
Asceleta Hammond, City Clerk

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 \_\_\_\_\_, 2016 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

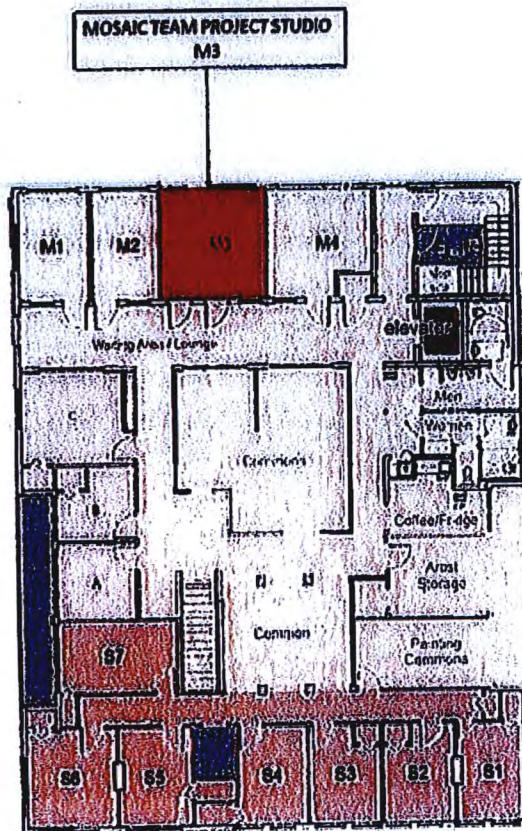
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



**EXHIBIT "A"**

**THE WEST 68 FEET OF THE EAST 101 FEET OF LOT 10, LESS THE NORTH 10 FEET THEREOF, OF THE TOWN OF POMPANO, BEING A RESUBDIVISION OF LOT 15, OF THE SUBDIVISION OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK "B", PAGE 76, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA (AND SUBJECT TO THE RIGHT OF WAY FOR N.E. 1<sup>ST</sup> STREET; SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.**



Basley Contemporary Arts - 41 NE 1st Street- Pompano Beach, FL 33060



## **EXHIBIT "B"**

### **INSURANCE REQUIREMENTS**

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email ([eddie.beecher@copbfl.com](mailto:eddie.beecher@copbfl.com)) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

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

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which LICENSEE is obligated to pay compensation to employees engaged in the performance of the work. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the CRA and the CITY as an additional insureds as their interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

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



WAIVER AND RELEASE

EXHIBIT 4

STATE OF FLORIDA  
COUNTY OF Broward

ACTIVITY: Mosiac Team Project

BEFORE ME, this day, the undersigned authority, personally appeared SONATA KAZIMIERAITIENE who first being duly sworn deposes and says:

1. SONATA KAZIMIERAITIENE ("PARTICIPANT") am participating in The Mosiac Team Project activity.

2. I, the undersigned, WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE CITY OF POMPANO BEACH, its employees, Commissioners, officers and agents (hereinafter collectively "RELEASEE") for BODILY INJURY DEATH OR PROPERTY DAMAGE AND WAIVE ANY AND ALL CLAIMS that PARTICIPANT, his/her personal representatives, assigns, heirs and next of kin may have as a result of bodily injury, death, or property damage due to the negligence of RELEASEE.

3. The undersigned expressly ACKNOWLEDGES, UNDERSTANDS AND AGREES that the activities involved in the Mosiac Team Project involve the risk of injury, death and/or property damage. Accordingly, the undersigned ACKNOWLEDGES that RELEASEE is not responsible for any injury, death or property damage sustained while participating in said activity. The undersigned COVENANTS NOT TO SUE RELEASEE and HEREBY RELEASES, WAIVES AND DISCHARGES RELEASEE from any and all liability to PARTICIPANT, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore whether caused by the negligence of RELEASEE or otherwise while participating in the Mosiac Team Project.

4. In the event PARTICIPANT sustains physical injury while participating in the Mosiac Team Project, I hereby authorize and request that I receive emergency treatment from the City of Pompano Beach's attending physician or from any individual(s) licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

5. The UNDERSIGNED further expressly agrees that the foregoing AGREEMENT, WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of Florida and Broward County and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this AGREEMENT, WAIVER AND RELEASE and further agrees that no oral representatives, statements or inducements apart from the foregoing written agreement have been made.

[Signature] 4/4/17  
Signature Date

SONATA KAZIMIERAITIENE  
[Signature]  
Print Name

STATE OF ~~FLORIDA~~ ILLINOIS  
COUNTY OF ~~BROWARD~~ COOK

The foregoing instrument was acknowledged before me this 4 day of April, 2017 by Sonata Kazimieraitiene, who is personally known to me or who has produced IL Driver's License (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ ILLINOIS  
Jared Ingersol  
(Name of Acknowledger Typed, Printed or Stamped)



**COPYRIGHT ASSIGNMENT OF ARTWORK**  
 TO THE CITY OF POMPANO BEACH, FLORIDA  
 I, SONATA RAPHAEL RABITENE as Artist/Owner/Agent (circle one) of the Art (ARTWORK) described below, do hereby grant to the City of Pompano Beach, Florida ownership rights, custody, and control of my created ARTWORK as part of a public art project identified as "MOSAICS" which will be publicly displayed in the City of Pompano Beach in an outdoor exhibit and further agree as follows:

1. I hereby warrant that I am the Artist and/or original creator/owner of the ARTWORK described herein as "MOSAICS", designed by myself to be given to the City for public display and as more particularly depicted in the proposal attached hereto and incorporated herein by reference. I further declare that I have not copied or reproduced in any way, anyone's original work in this final submitted product given to the City of Pompano Beach and therefore I attest that I have not infringed or copied another's intellectual property rights in the final product that I have designed. In consideration, I hereby acknowledge a total of One Hundred Thousand Dollars (\$100,000.00) will be paid to me by the City of Pompano Beach during the two (2) year period of the agreement with a payment of Fifty Thousand Dollars (\$50,000.00) each year.

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

3. I hereby understand and agree that, as to my rights as the Artist, in the ARTWORK, the provisions of this Agreement shall control over the provisions of 17 U.S.C. Section 106 (A)(a), and shall constitute a waiver by me as the Artist, of any rights in the ARTWORK set out on or otherwise granted by 17 U.S.C. Section 106 (A)(a), Visual Artists Rights Act of 1990.

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

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

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



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

Signature of Artist/Owner/Agent or Parent or Guardian, if under 18 years of age  
Dated: 11/10/2019  
14364 Camakview Dr. A  
Delray Beach FL 33434  
Print Name  
Kip Mike RAITHE NE

L: Agr/Dev Srvic/Copyright Assignment of Work for MOSAIC



## Exhibit 6

### CITY OF POMPANO BEACH ADMINISTRATIVE POLICY

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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

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

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

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

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

1. **SEX OFFENSES INVOLVING CHILDREN**

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

2. **FELONIES**

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



EXHIBIT 7

**INSURANCE REQUIREMENTS**

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

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

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

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

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

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

B. Liability Insurance.

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

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



**Type of Insurance****Limits of Liability**

<b>GENERAL LIABILITY:</b>		Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate
<b>AUTOMOBILE LIABILITY:</b>		Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.
XX	comprehensive form	
—	owned	
—	hired	
—	non-owned	

**REAL & PERSONAL PROPERTY**

— comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
— * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

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



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

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

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

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

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

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



COMMERCIAL INSURANCE.NET LLC/PHS  
PO BOX 33015  
SAN ANTONIO TX 78265

SONATA KAZIMIERAITENE DBA MANOTILES  
14364 CANALVIEW DR APT A  
DELRAY BEACH FL 33484





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2017

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

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

PRODUCER  
COMMERCIAL INSURANCE.NET LLC/PHS  
383397 P: (866) 467-8730 F: (888) 443-6112  
PO BOX 33015  
SAN ANTONIO TX 78265

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112  
EMAIL  
ADDRESS:

INSURED  
SONATA KAZIMIERAITENE DBA MANOTILES  
14364 CANALVIEW DR APT A  
DELRAY BEACH FL 33484

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Twin City Fire Ins Co	29459
INSURER B: Hartford Casualty Ins Co	29424
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR BVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			38 SBM RS0757	02/01/2017	02/01/2018	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liab						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMPROP AGO \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)			38 WEC AS5706	02/01/2017	02/01/2018	E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY  
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

*Joe Taylor*

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- AMEND RENEWAL  
AMEND - POLICY CHANGE

POLICY DECLARATIONS

00000115FL1003552N218285900001

POLICY NUMBER: 00000115FL1003552N218285900001

Insurer: 21st Century Centennial Insurance Company

The Policy Period Begins and Ends at 12:01 A.M.

Standard Time From 03/12/17 To 09/12/17

Effective Date of Change: 03/12/17

Named Insured

VYTAUTAS RUDINSKAS  
ALBINA RUDINSKIENE  
14364 CANALVIEW DR  
APT A  
DELRAY BEACH, FL 33484-2676

Customer Service Center:  
21st CENTURY INSURANCE  
21ST CENTURY PLAZA  
P.O. BOX 15510  
WILMINGTON, DE 19850-5510

**POLICY SERVICE:** To make a  
change to your policy call 1-800-241-1188

**CLAIMS:** Call anytime to report  
an accident or loss 1-888-244-6163

ST: 09 CO: 0034 ACCT: 00003552

**DESCRIPTION OF YOUR COVERED AUTO(S):**

AUTO	TERM	SYMBOL	AGE	YR	MAKE-MODEL	SERIAL NUMBER	CLASS
1	820	1614474040403846	8	10	TOYOTA PRIUS	JTDKN8DU0A0038426	75400

COVERAGE IS ONLY PROVIDED WHERE A SPECIFIC PREMIUM CHARGE IS SHOWN

COVERAGE	LIMITS OF LIABILITY	AUTO 1
Bodily Injury.....	\$25,000/ \$50,000 Per Person/Accident	\$ 314.46
Property Damage.....	\$25,000 Per Accident	\$ 189.89
Personal Injury Protection.....	\$10,000 Overall Maximum	\$ 150.61
Basic Medical Expenses....	80% of Expenses	
Basic Work Loss.....	60% of Expenses	
Replacement Services.....	Subject To Overall Maximum	
Death Benefits.....	\$5,000 Maximum	
Uninsured Motorist		
Bodily Injury.....	Without Stacking \$25,000/ \$50,000 Per Person/Accident	\$ 82.90
Comprehensive.....	Deductible AUTO#1 \$500	\$ 54.62
Collision.....	Deductible AUTO#1 \$1,000	\$ 252.01
Total Premium Per Auto		\$ 1,044.49

\*\*\* THIS IS NOT A BILL \*\*\*

TOTAL FULL TERM PREMIUM

\$ 1,044.49

PAGE #1

03-08-17

APPROVED  
RISK MANAGEMENT  
ON: \_\_\_\_\_  
BY: \_\_\_\_\_

*[Signature]*

*[Signature]*

THIS IS YOUR REVISED DECLARATION OF  
COVERAGES WHICH REFLECTS A RECENT CHANGE  
TO YOUR COVERAGES AND/OR PREMIUM.

Authorized Company Representative (where required)





- AMEND RENEWAL  
AMEND - POLICY CHANGE

POLICY DECLARATION

AX 2004-FL01A-0904

Policy Statement on file

Insurer: 21st Century Centennial Insurance Company  
The Policy Period Begins and Ends at 12:01 A.M.  
Standard Time From 03/12/17 To 09/12/17  
Effective Date of Change: 03/12/17

**POLICY SERVICE:** To make a  
change to your policy call 1-800-241-1188

**CLAIMS:** Call anytime to report  
an accident or loss 1-888-244-6163

DRIVER NAME	LICENSE NUMBER	BIRTH DATE
VYTAUTAS RUDINSKAS ALBINA RUDINSKIENE SONIA RUDINSKIENE		
ENDORSEMENTS:		
BJP 8054 (12/15) AU FLG4 0113	AU FL01a 0904 AU CWF9 1011	AU FL46 0416 AU FLG6 0215

**DISCOUNTS:**

Auto 1 - Air Bag Discount  
Auto 1 - Anti-Lock Brake Discount

Auto 1 - Auto Anti-Theft Devices  
Homeowner Discount

*Page #2*

APPROVED  
RISK MANAGEMENT  
BY: \_\_\_\_\_

*JM*  
03-08-17