

City of Pompano Beach

AGREEMENT FOR COMMISSIONED ARTWORK

with

SONATA KAZIMIERAITIENE

TABLE OF CONTENTS

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

TABLE OF CONTENTS, cont.

<u>Article</u>	<u>Title</u>	<u>Page</u>
21	No Discrimination and American with Disabilities Act	15
22	No Contingent Fee	16
23	Force Majeure	16
24	Waiver and Modification	16
25	Relationship between the Parties	17
26	Severability	17
27	Approvals	17
28	Absence of Conflicts of Interest	17
29	Miscellaneous Terms and Conditions	18
30	Binding Effect	18
31	Warranties and Standards	18
32	Rights in Documents and Artwork	19
33	Survival	20
34	Entire Agreement and Interpretation	20

INDEX OF EXHIBITS

Exhibit 1	Scope of Services
Exhibit 2	Waiver and Release Form
Exhibit 3	Catalogue Form
Exhibit 4	Background Check Policy
Exhibit 5	Insurance
Exhibit 6	Workers' Compensation Exemption Letter

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020, 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, pursuant to LEAD ARTIST's successful response to a previous Request For Qualifications and Ordinance 2017-40 which was subsequently amended via Resolution 2019-152, CITY entered into an agreement with LEAD ARTIST to design, fabricate and install four (4) mosaic mural projects in the City of Pompano Beach with the assistance of five (5) apprentices (the "Mosaic Team Project"); and

WHEREAS, as a result of LEAD ARTIST's performance under the foregoing agreement, the CITY's Public Art Committee ("PAC") recommended the CITY engage LEAD ARTIST for a second term of the Mosaic Team Project as set forth in the FY2019 Public Art Annual Plan approved by the City Commission pursuant to Resolution 2019-123; and

WHEREAS, in accordance with the terms and conditions set forth herein, LEAD ARTIST is able and prepared to provide the services described herein and in the Scope of Services attached hereto and made a part hereof as Exhibit 1 which involve the design, fabrication and installation of a mosaic floor mural in the sidewalk to the north of the Great Lawn (the "Work"); and

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

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.

DEFINITIONS

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

Artwork - The final physical artistic expression resulting from the fabrication, installation and integration of the Design Proposal at the Site.

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

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

Design Proposal – LEAD ARTIST's final detailed designs for the mosaic floor mural formally approved by the PAC and the City Commission pursuant to this Agreement which shall set forth in detail the artistic expression, scope, design, color, size, material, texture and location of each mosaic as well as a schedule for the Work and a statement that LEAD ARTIST has inspected the Site and the proposed locations for each mosaic installation is suitable.

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

Project - The Scope of Services described in this Agreement and Exhibit 1.

Site – The sidewalk to the north of the Great Lawn where the multiple floor mosaic murals are to be installed as depicted in Exhibit 1 to be more particularly described in the Design Proposal.

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

ARTICLE 1 **REPRESENTATIONS**

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

a. 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.

b. 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.

c. 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.

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

a. 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.

b. 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.

c. 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.

d. LEAD ARTIST represents it has the ability, skill and resources to complete its responsibilities under this Agreement and that the mosaic floor mural shall be designed, fabricated and installed as a permanent piece to withstand the outdoor climate of South Florida for a minimum of ten (10) years and require low routine maintenance.

e. 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.

f. 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.

g. 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 SERVICES

LEAD ARTIST shall perform all Work and provide the insurance coverage 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.

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, fabrication and installation of the Artwork; pay all necessary taxes, insurance, and consultants; purchase all supplies, materials, tools, equipment, lighting requirements and all other items incidental to performing the Work, including transporting and installing the mosaic mural 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.

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 multiple floor 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;

6. LEAD ARTIST and the five apprentices shall be entitled to non-exclusive first-come first served studio space and use of a kiln at the Bailey Contemporary Arts building ("BACA") located at 41 NE 1st Street, Pompano Beach to design and fabricate the Artwork.

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

8. 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 2; and

9. 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.

10. 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.

11. 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.

12. LEAD ARTIST shall complete the fabrication, transportation, and installation of the floor mosaic murals 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 storage of the fabricated mosaic murals pending delivery to the Site.

13. After fabrication of the mosaics murals is 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 said mosaics to the Site in accordance with the direction and written approval of the CITY's Contract Administrator.

14. 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 to oversee installation of the floor mosaics. 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.

15. LEAD ARTIST shall have an ongoing obligation to report in writing any discrepancy or defect at the Site which hinders or impairs installation of the Artwork within three (3) calendar days of the time LEAD ARTIST knew or should have known of the defect, and shall

cease installation until written notice from the CITY's Contract Administrator that installation should resume. 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 impairs installation of, or causes damage to, the mosaic murals.

16. 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 at BACA or the Site, keep the premises free from waste materials and rubbish. At the completion of the Work, LEAD ARTIST shall, at her sole expense, remove any waste materials, rubbish, tools, equipment, machinery, and surplus materials from BACA or the Site(s) occasioned by the actions of LEAD ARTIST or the apprentices hereunder. 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.

17. 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. 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 mosaic floor mural required hereunder.

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 one (1) year term commencing the date this Agreement is fully executed by both parties subject to earlier termination as provided herein. The CITY reserves the right to extend this Agreement for 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 for the Work.

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 mosaic floor mural to be created hereunder 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 three (3) design sketches for the mosaic floor mural and that if the Public Arts Committee does not approve a design after a total of three (3) 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 fabrication and installation of each floor mosaic Artwork at the seven (7) intervals described below to ensure compliance with the Design Proposal.

- 1st Inspection – Artwork fabrication is 10% complete
- 2nd Inspection – Artwork fabrication is 25% complete
- 3rd Inspection – Artwork fabrication is 50% complete
- 4th Inspection – Artwork fabrication 75% complete
- 5th Inspection – Artwork fabrication 100% complete
- 6th Inspection – Artwork installation is 50% complete
- 7th Inspection – Artwork installation is 100% installed

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

1. 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 the mosaic floor mural at the Site for CITY and CITY agrees to pay LEAD ARTIST a maximum not-to-exceed total amount of Fifty Thousand Dollars (\$50,000.00) payable in seven (7) installments as set forth below.

Invoice 1; \$5,000.00 payable within thirty (30) days after this Agreement is fully executed by both parties;

Invoice 2; \$7,500.00 payable within ten (10) days of the Public Art Committee's recommendation for the proposed design, for the City Commission's approval;

Invoice 3; \$7,500.00 payable within ten (10) days after design proposal has been approved by the City Commission and start of fabrication;

Invoice 4; \$7,500.00 payable at 50% completion of fabrication;

Invoice 5; \$7,500.00 payable at 75% completion of fabrication;

Invoice 6; \$7,500.00 payable at 100% completion of fabrication and SITE prep completion;

Invoice 7; \$7,500.00 payable within fourteen (14) days after installation at the SITE and the City's Final Acceptance of the Artwork, receipt of a proper invoice for the Work, and satisfactory completion of the Catalogue Form attached as Exhibit 3.

Upon each payment to the LEAD ARTIST, LEAD ARTIST shall pay \$428.57 within ten (10) days to each of the five (5) apprentices. Each apprentice will receive a total of \$2,999.99 by completion of the Project for a total of \$14,999.95 for all five (5) apprentices.

Upon each payment by LEAD ARTIST to each apprentice, LEAD ARTIST shall have apprentice sign on a Payment Receipt Form to attest payment was received. The Payment Receipt Form shall have the apprentice's name, date payment was made, amount paid, type of payment (check, auto deposit, etc.) and shall also have a signature line (print name & sign). This form shall be submitted to City with each invoice that Artist submits for payment beginning with Invoice 2.

TOTAL PAYMENT TO LEAD ARTIST FOR WORK EQUALS \$50,000.00

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.

In addition, if one of the five (5) apprentices abandons the Project 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 \$14,999.95 to perform the Work hereunder.

CITY shall pay LEAD ARTIST in accordance with the payment schedule set forth above in this Article upon receipt of a 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 in whole or in part to protect itself from loss due to unacceptable or defective Work or LEAD ARTIST's failure to comply with any term,

condition, or requirement of this Agreement. When the reasons for withholding payment are removed or resolved in a manner satisfactory to the CITY's Contract Administrator, payment may be made to LEAD ARTIST. The amount withheld pursuant to this provision shall not be subject to payment of interest by CITY.

2. 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.

3. 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 4. 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.

4. 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:

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

b. 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.

c. 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.

d. 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
954-786-4601 office
954-786-4504 fax

With a copy to:
Laura Atria, Public Art Program Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
laura.atria@copbfl.com
954-545-7800, ext. 3813
954-545-7810 fax

For LEAD ARTIST
Sonata Kazimieraitiene
14364 Canalview Drive, Unit A
Delray Beach, Florida 33484
sonataka2000@yahoo.com
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 BACA or the Site 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 BACA, 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 5. 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, the CITY 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.

4. 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**

1. **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.

2. **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**

1. **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.

2. **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.

3. 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 agrees that neither it nor its employees or apprentices presently have or will acquire any interest, employment or contractual relationship, direct or indirect, that would conflict in any manner with their loyal and conscientious performance of the Work required hereunder.

LEAD ARTIST further agrees that during the term of this Agreement, unless compelled by court process, neither LEAD ARTIST nor any of its agents or apprentices shall serve as an expert witness against CITY in any legal or administrative proceeding in which they are not a party or give sworn testimony or issue a report or writing as an expression of their expert opinion which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this paragraph 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.

ARTICLE 29
MISCELLANEOUS TERMS AND CONDITIONS

1. In case there is conflict between the terms of the Scope of Services, the Design Proposal and this Agreement, the terms of this Agreement shall prevail.

2. LEAD ARTIST shall utilize the space at BACA 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 BACA to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

3. The mosaic murals designed, fabricated and installed by LEAD ARTIST hereunder shall be permanent Artwork created solely for the CITY. In addition, LEAD ARTIST understands and agrees that CITY has the right to de-access the Artwork five (5) years after Final Acceptance.

4. 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 there are no third party beneficiaries to this Agreement.

7. 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.

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 three (3) years from Final Acceptance of the Artwork. Further, LEAD ARTIST understands and agrees that the Artwork created hereunder shall be designed, fabricated and installed as a permanent piece to withstand the outdoor climate of South Florida for a minimum of ten (10) years after Final

Acceptance and that CITY is entitled to rely upon the foregoing durability provisions such that if any part(s) of the Artwork substantially deteriorates or is otherwise found to be defective, as determined solely by the CITY's Contract Administrator, 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 Artwork caused by vandalism after CITY's Final Acceptance.

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 DOCUMENTS AND WORK

1. 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.

2. 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.

3. 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.

4. 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.

5. 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 de-accession. 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 10.2, "Recordkeeping, Inspection and Audit Procedures"; Article 12, "Governing Law and Venue"; Article 15, "Lead Artist's Indemnification of City"; Article 31, "Warranties and Standards"; Article 32, "Rights in Documents and 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 shall not be more strictly 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LEAD ARTIST"

Witnesses:

Travis C. Vader

Travis C. Vader

Print Name

Sharif Israt Alam

SHARIF ISRAT ALAM

Print Name


Sonata Kazimieraitiene
SONATA KAZIMIERAITIENE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of November, 2019, by SONATA KAZIMIERAITIENE who is personally known to me or who has produced IL Drivers License (type of identification) as identification.

NOTARY'S SEAL

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledged Party Printed or Stamped

Commission Number

Madge C. Wynter

Exhibit 1
Scope of Services

A. Introduction

The Mosaic Team Project was started in 2016. Under Ordinance # 2017-40, Artist Sonata Kazimieraitiene was approved by the Public Art Committee and the City Commission as the LEAD ARTIST for Term 1. The Agreement was extended for an additional year under Resolution # 2019-152. Ms. Kazimieraitiene was approved as LEAD ARTIST for Term 2 under the FY2019 Public Art Annual Plan, Resolution # 2019-123.

B. Objective

LEAD ARTIST will design, fabricate, and install a design proposed and approved by the Public Art Committee and City Commission at a later date ("the "ARTWORK"). LEAD ARTIST will work with five (5) approved Apprentices to teach them the mosaic craft. Apprentices will work directly with the LEAD ARTIST. LEAD ARTIST and Apprentices will fabricate and install the approved ARTWORK at the site listed below.

C. Proposal

The Design Proposal for Term 2 shall set forth in detail the artistic expression, scope, design, color, size, material, texture, and location of the ARTWORK to be installed on the site selected by the LEAD ARTIST and 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 and determined that the site is suitable for the ARTWORK. The Design Proposal shall also include a schedule for completion of the Artwork.

The LEAD ARTIST will present three (3) proposed designs to the Public Art Committee for recommendation. The City has the right to request additional designs. If approval of designs after 3 separate appeals has not been met, the City has the right to terminate the Agreement with the Artist.

D. Summary Schedule

The Agreement for Term 2 is for one (1) year. The City has the option to extend this Agreement for up to one (1) year provided both parties agree in writing to said extension. Upon full execution of the Agreement, LEAD ARTIST will have one (1) month to prepare three (3) proposed designs for the PAC to review and make their recommendation.

Upon project completion of Term 2, the Public Art Committee has the right to offer the Ms. Kazimieraitiene the position of LEAD ARTIST for Term 3.

E. Studio Space

Exhibit 1
Scope of Services

The City will provide the LEAD ARTIST with studio space and use of a kiln at Bailey Contemporary Arts, 41 NE 1st St, Pompano Beach, FL 33060.

F. Apprentices

Apprentices must meet the following requirements:

- Be 18 and over;
- Be either students, residents or work in Pompano Beach;
- Required to assist the lead artist in the fabrication and installation of all mosaic murals;
- Be enthusiastic about learning the mosaic and ceramic craft; and
- Pass background check.

LEAD ARTIST is able to create a contract/agreement with the apprentices; however, this is not required.

LEAD ARTIST and subcontracted Apprentices are required to sign a Worker Compensation Waiver and release form.

Apprentices must be covered under the LEAD ARTIST's insurance.

LEAD ARTIST must work directly with the Apprentices.

Apprentices need to work with the LEAD ARTIST a minimum of 5 hours per week.

LEAD ARTIST is to sign off on the apprentices' work/payment, verifying:

- Apprentice completed a minimum of 5 hours per week;
- Apprentice had displayed an eagerness to learn and produce work; and
- Artist has paid apprentice.

Upon each payment to the LEAD ARTIST, LEAD ARTIST will pay \$428.57 to each of the five (5) Apprentices. Each Apprentice will receive a total of \$2,999.99 by the completion of the project for a total of \$14,999.95 for all five (5) Apprentices.

LEAD ARTIST will not use his/her personal vehicle to transport apprentices and will supply proof of auto insurance.

G. Inspections by the City

The CITY's Contract Administrator shall inspect the fabrication and installation of the Artwork at the seven (7) completion phases described below to ensure compliance once the Design Proposal is approved by the Public Art Committee and City Commission.

- 1st Inspection – Artwork fabrication is 10% complete
- 2nd Inspection – Artwork fabrication is 25% complete

Exhibit 1
Scope of Services

- 3rd Inspection – Artwork fabrication is 50% complete
- 4th Inspection – Artwork fabrication 75% complete
- 5th Inspection – Artwork fabrication 100% complete
- 6th Inspection – Artwork installation is 50% complete
- 7th Inspection – Artwork installation is 100% installed

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

H. 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 one (1) mosaic project in one (1) year for CITY and CITY agrees to pay LEAD ARTIST a maximum not-to-exceed total amount of Fifty Thousand Dollars (\$50,000.00) payable in seven (7) installments as set forth below:

- Invoice #1 for \$5,000.00 (10% of total fee) payable within thirty (30) days after this Agreement is fully executed by both parties;
- Invoice #2 for \$7,500.00 payable within ten (10) days of the Public Art Committee's recommendation for a proposed design for the City Commission's approval;
- Invoice #3 for \$7,500.00 payable within ten (10) days after design proposal has been approved by the City Commission and start of fabrication;
- Invoice #4 for \$7,500.00 payable at 50% completion of fabrication;
- Invoice #5 for \$7,500.00 payable at 75% completion of fabrication;
- Invoice #6 for \$7,500.00 payable at 100% completion of fabrication and SITE prep completion;
- Invoice #7 for \$7,500.00 payable within fourteen (14) days after installation at the SITE and the City's Final Acceptance of the Artwork, receipt of a proper invoice for the Work, and satisfactory completion of the Catalogue Form attached as Exhibit 6.

Upon each payment to the LEAD ARTIST, LEAD ARTIST will pay \$428.57 to each of the five (5) Apprentices. Each Apprentice will receive a total of \$2,999.99 by the completion of the project for a total of \$14,999.95 for all five (5) Apprentices.

I. PROJECT SITE

Exact SITE will be to the north of the Great Lawn. See image below. Multiple floor mosaics will be placed in sidewalk area. Entire area will not be used. Portions of the cement will be cut out to place multiple floor mosaics in the area.

Exhibit 1
Scope of Services



J. Warranties and Standards

- **Original Art.** ARTIST warrants that the Artwork being commissioned is the original product of its own creative efforts, and, unless otherwise expressly stated herein, the Artwork is original and a single edition that ARTIST shall not sell or reproduce, or allow others to do so, without CITY's prior written consent.
- **Warranty of Quality.** ARTIST warrants the Artwork shall be free of defects in material and workmanship, including without limitation any defects consisting of "inherent vice" or qualities accelerating deterioration of the Artwork, and that ARTIST shall correct, at ARTIST's sole expense, any such defects which appear within a period of three (3) years from CITY's Final Acceptance. Should the Artwork deteriorate to the point that it no longer represents ARTIST's intent during ARTIST's lifetime and/or poses a safety hazard due to its deteriorated state and CITY chooses to have the Artwork restored rather than deaccession ARTIST shall be given the first right of refusal to perform the restoration. If funds for such restoration are not available, CITY shall have the right to destroy the Artwork upon notifying ARTIST in writing by certified mail, return receipt requested, sent to ARTIST's last known address, that ARTIST has the right of consultation regarding the Artwork's removal or destruction. "Restore" means to effect repairs to the Artwork necessitated by extensive damage or deterioration which require ARTIST's artistic talents to ensure the restored Artwork reflects the qualities and artistic integrity of the Artwork at Final Acceptance by the CITY.
- **Sale or Reproduction.** ARTIST represents and warrants that ARTIST shall not sell or reproduce the Artwork or allow others to do so without the prior written approval of CITY. For purposes of this Agreement, the Artwork is considered "reproduced" if the dimensions of another work exceed seventy-five percent (75%) of the dimensions of the Artwork commissioned hereunder. For purposes of this section, "dimensions" shall include, but not be limited to, sound, light, and other expressions not captured in a

Exhibit 1
Scope of Services

two or three-dimensional physical object. This covenant shall continue in effect for a period consisting of ARTIST's life plus fifty (50) years and shall be binding on ARTIST's successors, heirs and assigns.

- Materials. ARTIST warrants to CITY that all materials used will be new unless otherwise specified and that all Work will conform in all ways with this Agreement. ARTIST shall deliver the Artwork to CITY free and clear of any liens.
- Intellectual Property Warranty. ARTIST warrants the Artwork shall not infringe upon or violate any license; copyright, patent, trade secret, trademark, moral rights, semiconductor chip protection or unfair competition law; proprietary information, non-disclosure, intellectual property or other right of any third party; any right of privacy or contain libelous material. ARTIST warrants that the Artwork complies with all applicable patent, trademark and copyright laws, rules, regulations, and codes. ARTIST further agrees that the Artwork shall not utilize any protected patent, trademark or copyright unless ARTIST has obtained all necessary permission and authority and provides documentation of same to CITY. If ARTIST uses any protected material, process or procedure in connection with the Artwork, ARTIST shall disclose such patent, trademark or copyright in the construction drawings and technical specifications.
- Warranty of Authorization. ARTIST represents that ARTIST possesses full power to enter into this Agreement and to convey the rights herein granted to CITY without the consent of any third party.
- After Final Acceptance of the Artwork, CITY shall be responsible to ensure the Artwork is properly maintained and protected, taking into account the recommendations of ARTIST. However, ARTIST shall be given the right of first refusal to perform repairs and shall be paid a reasonable fee for such services. ARTIST and CITY shall agree in writing upon the fee before commencement of such services. If the parties cannot come to agreement for repair services, ARTIST is unable or unwilling to perform any necessary repairs, or the CITY cannot locate ARTIST, CITY will cause such work to be performed at the CITY's expense in accordance with recognized principles of conservation.
- ARTIST understands and agrees that the provisions of this Agreement shall control to the exclusion of the provisions of the European Union law or other domestic or international law and shall constitute a waiver by the ARTIST of any rights in the Artwork set out in or otherwise granted by laws of other jurisdictions addressing ARTIST's rights in the Artwork.
- Warranty of Authorization and Non-Infringement. ARTIST warrants to ARTIST's best knowledge, the Work provided under this Agreement will not infringe upon or violate any license; copyright, patent, trade secret, trademark, moral rights, semiconductor chip protection or unfair competition law; proprietary information, non-disclosure; intellectual property or other right of any third party; any right of privacy; or contain libelous material and the ARTIST possesses full power to enter into this Agreement and to convey the rights herein granted to CITY without the consent of any third party.

Exhibit: 2

WAIVER AND RELEASE

STATE OF FLORIDA
COUNTY OF _____

ACTIVITY: Mosaic Team Project

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

1. I, _____ ("PARTICIPANT") am participating in Mosaic 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 Mosaic Team Project may 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 Mosaic Team Project.

4. In the event PARTICIPANT sustains physical injury while participating in the Mosaic 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 _____ Date _____

Print Name _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Exhibit: 3

THE CITY OF POMPANO BEACH PUBLIC ART CATALOGUING FORM

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

I. Artist Information

A. 1. Name:

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

B. Date of Birth:

C. Place of Birth:

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

E. Phone:

F. One paragraph biography of artist:

II. Work of Art

A. Title:

B. Description of materials:

C. Dimensions in inches:

D. Inscription marks:

E. Artwork with electronic components used:

-Name of item:

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

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

G. Artist's statement:

III. Fabrication Information

A. Material(s) used in Artwork:

B. Material Finish:

C. Material Suppliers:

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

- E. Fabricators (name, address, phone, e-mail, web site):
- F. Fabrication method (attach diagrams or drawings):
- G. Architect/Engineer (name, address, telephone, e-mail):

IV. Installation

- A. Installation executed by (name, address, phone, fax, e-mail, website):
- B. Installation method (attach diagram of substructure, footings, CD with documents and photographs):
- C. Date of Installation:

V. External Factors

- A. Describe physical positioning of the artwork:
- B. Describe existing environmental factors which may affect the condition of the artwork:
- C. If the Artwork is site-specific, describe the relationship of the Artwork to its site:

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

- A. Short-term:
- B. Long-term:
- C. Note desired appearance of the artwork:

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

VIII. Documentation

- A. Artist has supplies two (2) identical CD's with a minimum of fifteen (15) professional quality digital format images illustrating all components of the Artwork with a minimum resolution of 300dpi.

Exhibit: 4

CITY OF POMPANO BEACH ADMINISTRATIVE POLICY

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

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

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

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

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

1. **SEX OFFENSES INVOLVING CHILDREN**

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

2. **FELONIES**

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

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 2

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

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

3. MISDEMEANORS

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

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

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

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

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 3

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

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


Dennis W. Beach, City Manager

EXHIBIT 5

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. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

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, 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 Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from

Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed	bodily injury and property damage combined
	operations hazard	
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

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

X	comprehensive form
—	owned
—	hired
—	non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

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

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. 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.

Exhibit: C

PUBLIC ART

Sonata Kazimieraitiene
14364 Canalvian Dr. Unit A
Delray Beach, FL. 33484

APPROVED

By Danielle Thorpe at 4:59 pm, Nov 07, 2019

Dear Sonata Kazimieraitiene,

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

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

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at ATTN: Laura Atria 100 West Atlantic Blvd, Pompano Beach, 33060. If you have any questions about this letter please telephone me at 954-786-4310.

Very truly yours,

Laura Atria
Public Art Program Manager

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


Signature

11/4/19
Date

SONATA KAZIMIERAITIENE
Name and Title (print)