

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
FONDOS STUDIO, LLC**

This Contract is made as of this \_\_\_ day of July, 2019 by and between the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, referred to as “CRA”, and FONDOS STUDIOS, LLC, a Florida limited liability company, hereinafter referred to as the “ARTIST”.

**WHEREAS**, the desires professional services to provide art, branding, painting services; and

**WHEREAS**, pursuant to the Procurement Code of the CRA, on June 21<sup>th</sup> 2017, the CRA published RFQ 2017-01 soliciting proposals to design, construct and install a public art project.

**WHEREAS**, three firms submitted responses to RFQ 2017-01 and the CRA determined to negotiate a contract with all three qualifiers for various segments of the public artwork and painting services.

**WHEREAS**, the Agency entered into separate agreements with each of the three responding firms: Street Art Revolution, Big “D” Grafix, and Fondos Studio LLC, to complete various components of the Project; and

**WHEREAS**, Staff has identified additional components of the Project and desire to negotiate contracts with the original three responding firms to insure continuity and uniformity with the original artwork.

**WHEREAS**, the Board of Commissioners of the Agency authorized Staff to enter into negotiations with the ARTIST.

**WHEREAS**, the ARTIST desires to provide such services to the CRA and the CRA desires to engage the services of the ARTIST as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the CRA and the ARTIST agree as follows:

**ARTICLE 1 – SERVICES AND FEES**

The ARTIST'S responsibility under this Contract is to provide the services and prepare the deliverables identified in approved Work Orders.

- A. The ARTIST shall commence upon the issuance of a Work Order and a Notice to Proceed.
- B. ARTIST shall coordinate all activities with the CRA’s designated project coordinator.
- C. The fees for the services as provided in all approved Work Orders must be invoiced pursuant to Article 3.
- D. The ARTIST will insure that all draft work will have one major round of CRA review comments/edits and a second minor round of comments/ edits.

The CRA'S representative/liaison during the performance of this Contract shall be Scott Evans, Interim Executive Director, whose telephone number is (561) 844-3408.

## **ARTICLE 2 – TERM OF CONTRACT**

The term of this contract shall be from July 13, 2019 and terminate on completion of the work or no later than July 13, 2020.

## **ARTICLE 3 - PAYMENTS TO ARTIST**

- A. **Generally** - The CRA agrees to compensate the ARTIST for each task based on the approved individual work order set forth in each work order and referenced in a detailed monthly invoice submitted to the CRA not exceed \$42,880.00 with 9% contingency.
- B. **Payments** – Invoices from the ARTIST pursuant to this Contract will be reviewed and approved by the CRA representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CRA requires clarification or a correction of the invoice and shall be submitted on a monthly basis. The invoices will be sent to the CRA Office for payment approval. Invoices will normally be paid within thirty (30) days following the CRA representative's approval.
- C. **Final Invoice** - In order for both parties herein to close their books and records, the ARTIST will clearly state "**Final Invoice**" on the ARTIST'S final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the ARTIST and the CRA shall have no obligations for any other costs or expenses thereafter.

## **ARTICLE 4- APPROPRIATION OF FUNDS**

Notwithstanding anything in the Agreement to the contrary, in the even that no funds are appropriated or budgeted by the CRA's governing body in any fiscal year to pay the costs associated with the CRA's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CRA to be insufficient to pay the costs associated with the CRA's obligations under the Agreement in any fiscal period, then the CRA will notify the ARTIST of such occurrence and either the CRA or ARTIST may terminate the Agreement as provided herein.

## **ARTICLE 5 - TERMINATION**

This contract may be terminated, in whole or in part, by the CRA or the ARTIST, with or without cause, immediately upon written notice to the nonterminating party.

## **ARTICLE 6 - PERSONNEL**

The ARTIST represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CRA.

All of the eservices required hereunder shall be performed by the ARTIST or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.



## **ARTICLE 7 - FEDERAL AND STATE TAX**

The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the ARTIST. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the ARTIST authorized to use the CRA'S Tax Exemption Number in securing such materials.

The ARTIST shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

## **ARTICLE 8 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the ARTIST shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the ARTIST 'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due too inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ARTIST (S). The CRA shall exercise its rights under this Article 4 within three (3) years following final payment.

## **ARTICLE 9 - INDEMNIFICATION**

To the extent allowed by law, the ARTIST shall indemnify and hold harmless the CRA, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the ARTIST, its agents, officers, or employees in the performance of services under this Contract.

The ARTIST further agrees to indemnify and hold harmless the CRA, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the ARTIST not included in the paragraph above and for which the CRA, its agents, officers, or employees are alleged to be liable.

ARTIST shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CRA to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

## **ARTICLE 10 - SUCCESSORS AND ASSIGNS**

The CRA and the ARTIST each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CRA nor the ARTIST shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a party



hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the ARTIST.

#### **ARTICLE 11 – VENUE**

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract shall be Palm Beach County, Florida.

#### **ARTICLE 12-REMEDIES**

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 shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 13 - CONFLICT OF INTEREST**

The ARTIST represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The ARTIST further represents that no person having any such conflicting interest shall be employed for said performance.

The ARTIST shall promptly notify the CRA'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ARTIST 'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ARTIST may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the ARTIST. The CRA agrees to notify the ARTIST of its opinion by certified mail within thirty (30) days of receipt of notification by the ARTIST. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ARTIST, the CRA shall so state in the notification and the ARTIST shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the ARTIST under the terms of this Contract

#### **ARTICLE 14 – DELAYS AND EXTENSION OF TIME**

The ARTIST shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ARTIST or its Sub ARTISTS and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the ARTIST'S request, the CRA shall consider the facts and extent of any failure to perform the work and, if the ARTIST'S failure to perform was without it or its Sub VENDOS' fault or negligence, as determined by the CRA, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CRA'S rights to change, terminate, or stop any or all of the work at any time.

If the ARTIST is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other ARTIST employed by the CRA, or by changes ordered by the CRA or in an unusual



delay in transportation, unavoidable casualties, or any causes beyond the ARTIST'S control, or by delay authorized by the ARTIST pending negotiation or by any cause which the ARTIST shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CRA may decide. No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the ARTIST. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

#### **ARTICLE 15 - INDEBTEDNESS**

The ARTIST shall not pledge the CRA'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The ARTIST shall deliver to the CRA'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CRA under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CRA or at its expense will be kept confidential by the ARTIST and will not be disclosed to any other party, directly or *indirectly*, without the CRA'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CRA'S expense shall be and remain the CRA'S property and may be reproduced and reused at the discretion of the CRA.

The CRA and the ARTIST shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 17 - INDEPENDENT ARTIST RELATIONSHIP**

The ARTIST is, and shall be, in the performance of all work, services and activities under this Contract, an Independent ARTIST, and not an employee, agent, or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ARTIST'S sole direction, supervision, and control. The ARTIST shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ARTIST's relationship and the relationship of its employees to the CRA shall be that of an Independent ARTIST and not as employees or agents of the CRA.

The ARTIST does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Contract.

#### **ARTICLE 18 - CONTINGENT FEES**

The ARTIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ARTIST to solicit or secure this Contract 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 the ARTIST, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 19 - ACCESS AND AUDITS**

The ARTIST shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CRA shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the ARTIST'S place of business.

#### **ARTICLE 20 - NONDISCRIMINATION**

The ARTIST warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, ARTIST shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

#### **ARTICLE 21 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The ARTIST hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CRA'S representative upon request.

The ARTIST shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or CRA agency.

#### **ARTICLE 23 – SEVERABILITY**



If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - MODIFICATIONS OF WORK**

The CRA reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ARTIST of the CRA'S notification of a contemplated change, the ARTIST shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CRA of any estimated change in the completion date; and (3) advise the CRA if the contemplated change shall affect the ARTIST'S ability to meet the completion dates or schedules of this Contract.

If the CRA so instructs in writing, the ARTIST shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CRA'S decision to proceed with the change.

If the CRA elects to make the change, the CRA shall initiate a Contract Amendment and the ARTIST shall not commence work on any such change until such written amendment is signed by the ARTIST and approved and executed by the BOARD OF COMMISSIONERS FOR THE CRA OF RIVIERA BEACH or its designated representative.

#### **ARTICLE 25 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent shall be mailed to:

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
Attn: Scott Evans, Interim Executive Director  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404

With a copy to:

J. Michael Haygood  
J. MICHAEL HAYGOOD, PA  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

ARTIST:

FONDOS STUDIO LLC  
Attn: Georgeta Fondos  
9923 NW 41<sup>ST</sup> Manor  
Coral Springs, FL 33065

#### **ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CRA and the ARTIST agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements

between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - Modifications of Work.

#### **ARTICLE 27 – PROTECTION OF WORK AND PROPERTY**

The ARTIST shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CRA'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CRA or employees of the CRA, the ARTIST shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CRA, the CRA'S property shall be under the charge and care of the ARTIST and the ARTIST shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the ARTIST shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CRA.

#### **ARTICLE 28 – TIME**

Time is of the essence in all respects under this Contract.

#### **ARTICLE 29 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

#### **ARTICLE 30 - WAIVER**

Failure of the CRA to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the CRA'S right to enforce or exercise said right(s) at any time thereafter.

#### **ARTICLE 31 - PREPARATION**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### **ARTICLE 32 - MATERIALITY**

All provisions of the Contract shall be deemed material. In the event ARTIST fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CRA may at its option and without notice terminate this Contract.



**ARTICLE 33 - REPRESENTATIONS/BINDING AUTHORITY**

ARTIST has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, the ARTIST hereby represents to the CRA that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

**ARTICLE 34 - EXHIBITS**

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 35 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of the Contract and the Scope of Services attached hereto as "Exhibit "A". The ARTIST agrees to be bound by all the terms and conditions set forth in this Contract and the Scope of Services. To the extent that there exists a conflict between this Contract and the Scope of Services, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 36 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY or its designated representative.

**ARTICLE 37 - NOTICE OF COMPLAINTS OR SUITS**

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**ARTICLE 38 - SURVIVABILITY**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 39 - WAIVER OF SUBROGATION**

ARTIST hereby waives any and all rights to Subrogation against the CRA, 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 the ARTIST shall agree to 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 a

condition to the policy specifically prohibits such an endorsement, or voids coverage should the ARTIST enter into such an agreement on a pre-loss basis.

#### **ARTICLE 40- RIGHT TO REVIEW**

The CRA, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The 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.

#### **ARTICLE 41- MURALS & PAINTING**

The painting and public art project shall be completed accordance with rendering approved by the Riviera Beach Community Redevelopment Agency Commission Board.

#### **ARTICLE 42-TITLE TO THE COMPLETED MURALS & PAINTING PROJECT**

Title to the completed Murals shall vest in the CRA at the time of acceptance by the CRA. This Section shall survive expiration or termination of this Agreement.

#### **ARTICLE 43- RIGHTS OF OWNERSHIP**

Upon receipt of final payment, Provider transfers all rights of ownership in the Murals and painting project to the CRA. Provider specifically waives and releases all rights, including all rights of attribution or integrity which Provider may have in the Mural as provided by 17 U.S.C. §§106A and 113(d). Provider acknowledges and affirms that pursuant to 17 U.S.C. §106A(e) such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such Mural and painting project might be subject. Provider waives and assigns to the CRA all copyrights under 17 U.S.C. §101, et seq., and all other rights in the Murals and any work produced. Provider represents to the CRA that Provider alone is possessed of the rights transferred or waived above and that Provider is lawfully entitled to transfer or waive all such rights. This Section shall survive termination of this Agreement. Upon final acceptance, the CRA shall grant to Provider a license to display photographs and representations of the Murals for the benefit of Provider.

#### **ARTICLE 44- OWNERSHIP AND USE OF INSTRUMENTS OF SERVICE**

During the performance of this Agreement. Provider specifically grants to the CRA the right to make presentations of the Murals in progress and/or to photograph or otherwise reproduce faithful images of the Murals in progress for presentational purposes. Presentation of the Murals in progress to CRA officials/employees and/or the public may be conducted by the CRA without specific approval of Provider.

#### **ARTICLE 45- DEACCESSION**

Provider hereby acknowledges that the CRA may deaccession the Murals and painting project at any time. The CRA may deaccession the Murals discarding or destroying the Murals or taking any other action with respect to the Murals as deemed appropriate by the CRA.

#### **ARTICLE 46- INSURANCE**

A. Prior to execution of this Contract by the AGENCY the ARTIST shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to



do business under the laws of the State of Florida. The Certificates shall clearly indicate that the ARTIST has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the AGENCY 'S representative. Compliance with the foregoing requirements shall not relieve the ARTIST of its liability and obligations under this Contract.

B. The ARTIST shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The ARTIST shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$1,000,000.00 per occurrence to protect the ARTIST from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the ARTIST or by anyone directly or indirectly employed by or Contracting with the ARTIST.

D. The ARTIST shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the ARTIST from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the Ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the ARTIST or by anyone, directly or indirectly, employed by the ARTIST.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the AGENCY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the ARTIST shall specifically include the AGENCY as an "Additional Insured".

#### **ARTICLE 47- FLORIDA PUBLIC RECORDS ACT**

The ARTIST shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records required by the CRA perform the services under this Agreement.
- (b) Upon request from the CRA" custodian of public records, provide the CRA with a copy of the 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 contract term and following completion of the contract if the contractor does not transfer the records to the CRA.

- (d) Upon completion of the contract, transfer, at no cost, to the CRA all said public records in possession of the ARTIST or keep and maintain public records required by the CRA to perform the service. If the ARTIST transfers all public records to the CRA upon completion of the contract, the ARTIST shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the ARTIST keeps and maintains public records upon completion of the contract, the ARTIST shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE ARTIST HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TAMARA SEGUIN AT 561-844-3408, tseguin@rbcr.com, 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

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[SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the parties unto this Contract have set their hand and seal on the day and year above written.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
KASHAMBA MILLER-ANDERSON  
CHAIRPERSON

ATTEST:

BY: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
J. MICHAEL HAYGOOD,  
J. Michael Haygood, PA  
CRA ATTORNEY  
Date: \_\_\_\_\_

FONDOS STUDIOS, LLC

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_



Florida's Dynamic  
Waterfront Community

## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
Phone: 561-844-3408  
Fax: 561-881-8043  
Website: [www.rbcra.com](http://www.rbcra.com)

### FONDOS STUDIO, LLC WORK ORDER NO: FS2019-01

#### **Project Budget for No: FS2019-01**

The total project budget is up to \$3,500.00 for a two (2) month period, including fees and costs.

#### **Project Overview**

Fondos Studios LLC will lead and execute the design phase of the mural design workshop. This strategy will encompass the following initiatives.

- facilitating two (2) Design Workshops
- Furnish two (2) design concepts
- Execute a Presentation to the CRA Board of Commissioners

#### **Consultant's Compensation**

The work will be completed over a two (2) month period from July 23, 2019 to September 23, 2019 and Artist will be compensated 50% before the first workshop and the remaining 50% after the September's CRA Commission Board Meeting.

#### **Tasks Include**

- Facilitating Marina Design Workshop on July 23, 2019 at the Clean & Safe building on Singer Island.
- Facilitating Marina Design Workshop on August 2, 2019 at the Marina Event Center.
- Furnish two (2) design concepts to be installed at the proposed location as seen on Exhibit A.
- Furnish a visual renderings of the two proposed design on a large poster board and a digital copy.
- Executing a presentation to the CRA Board of Commissioners providing feedback on the proposed designs and stakeholder's participation.





Florida's Dynamic  
Waterfront Community

## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
Phone: 561-844-3408  
Fax: 561-881-8043  
Website: www.rbcra.com

### FONDOS STUDIO LLC WORK ORDER NO: FS2019-02

#### **Project Budget for Work Order No: FS2019-02**

The total project budget is up to \$39,380.00 for the installation of four murals, excluding permitting fees.

#### **Consultant's Compensation**

The work will be completed over a three (3) month period from September 12, 2019 to December 12, 2019 and the Artist will be compensated 25% of the contract amount at the Notice to Proceed for Work Order no: 2, 25% of the contract amount at the completion of the second mural, 25% of the contract amount at the completion of the third mural and the final 25% of the contract amount at completion of the fourth and final mural.

#### **Tasks Include**

- Providing two (2) optional renderings on poster board and digital image.
- Provide all material, equipment rental and supplies needed to complete the installation of the two murals.
- Secure permitting for the installation of the murals that will be reimbursed
- Complete the installation of the approved murals at the following sites as depicted on Exhibit "A":
  - the retaining wall located at the Southeast corner of Blue Heron Blvd and Lake Drive (\$2,700.00);
  - the 534 sq. ft. wall located at located at the Southwest corner of Blue Heron and Lake Drive (\$10,680.00);
  - the pavement at the intersection and or sidewalk of 10<sup>th</sup> Street & Avenue K (\$13,000.00).
  - the pavement at the intersection and or sidewalk of Old 13<sup>th</sup> Street & Avenue F (\$13,000.00)

**All materials developed by Fondos Studio, LLC for the Client (CRA), including photography, art, advertising, design, and copy shall be considered to be the exclusive property of the Client. All materials provided to Fondos Studio, LLC by the Client to be used in conjunction with this**

**program shall remain the exclusive property of the Client. All invoices are payable within 30 days of receiving.**



PROPOSED SITES FOR MURAL



# PROPOSED SITE

## LOCATION

- **RETAINING WALL LOCATED AT THE SOUTHEAST CORNER OF BLUE HERON & LAKE DRIVE**

## VISUAL



# PROPOSED SITE

## LOCATION

- **WALL LOCATED AT THE SOUTHWEST CORNER OF BLUE HERON & LAKE DRIVE**

## VISUAL





## PROPOSED SITE



### LOCATION

- **INTERSECTION OF 10<sup>TH</sup> STREET & AVENUE K**

### VISUAL



## PROPOSED SITE



### LOCATION

- **INTERSECTION OF OLD 13<sup>TH</sup> STREET & AVENUE F**

### VISUAL

