



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
September 12, 2016

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Pamela Bushnell

1. Sunset Point Park Public Art Project Update

Sunset Point Park Public Art Project Update - ***Community Development Director Maxine Calloway; Public Art Administrators George Gadson and Beth Ravitz; Margi Nothard, Artist; Mindy Shrago, Young @ Art Museum.***

Commission District(s): District 2

2. TR12842 - Public Art: University Drive Overpass Contract Award

Item No. 6 (e) on the Consent Agenda. (TR12842) A Resolution of the City Commission of the City of Tamarac, Florida, approving the public art proposal and concept by Malcolm Robertson, and execution of an agreement between the City of Tamarac and Town Art Studios attached hereto as Exhibit "2" and incorporated herein, to provide a work of art to be placed on the University Drive Overpass Bridge, in the amount of \$104,000; providing for conflicts; providing for severability; and providing an effective date. - ***Community Development Director Maxine Calloway and Public Art Administrators George Gadson and Beth Ravitz***

Commission District(s): District 4

3. TR12843 - Public Art: Woodlands Significant Sculpture Contract Award

Item No. 6 (h) on the Consent Agenda. (TR12843) A Resolution of the City Commission of the City of Tamarac, Florida, approving the Public Art proposal and concept by Roger Stoller, and execution of an agreement between the City of Tamarac and Stoller Studio, Inc.; attached hereto as Exhibit "2" and incorporated herein, to provide a work of art to be placed on the Woodlands Golf Course property, in the amount of \$200,000; providing for conflicts; providing for severability; and providing an effective date. - ***Community Development Director Maxine Calloway and Public Art Administrators George Gadson and Beth Ravitz***

Commission District(s): District 2

4. TR12835 - Travel Policy

Item No. 6 (f) on the Consent Agenda. (TR12835) A Resolution of the City Commission of the City of Tamarac, Florida, amending and adopting City of Tamarac Administrative Policy 95-01R "Travel Policy"; incorporating City of Tamarac Administrative Policy 95-01R "Travel Policy" in its entirety into

the City of Tamarac's Administrative Policies; providing for conflicts; providing for severability; and providing for an effective date. - **Financial Services Director Mark Mason**

5. TR12848 - Resolution in Opposition to the DEP's Weakening of Restrictions Allowing an Increase in the Release of Toxic Chemicals into Florida's Waters

Item No. 6 (j) on the Consent Agenda. (TR12848) A Resolution of the City Commission of the City of Tamarac, Florida, affirming the City's opposition to the Department of Environmental Protection's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida's waters; urging the United States Environmental Protection Agency not to approve the Florida Department of Environmental Protection's new restrictions; supporting the lawsuit filed by the Seminole Tribe of Florida against the Department of Environmental Protection ("DEP") and the Florida Environmental Regulation Commission ("FERC") on August 5, 2016 to halt the increase of toxins in Florida's water; opposing any effort by the DEP or the FERC to oppose the Seminole litigation; directing the appropriate City Officials to take any and all actions necessary to effectuate the intent of this Resolution; directing the City Clerk to transmit a copy of this Resolution to the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Broward County Board of County Commissioners, the Florida League of Cities and the Broward League of Cities; providing for conflicts; providing for severability; and providing for an effective date. - **City Attorney Samuel S. Goren**

6. Discussion on Amendment 11

Discussion on Amendment 11- **Financial Services Director Mark Mason**

7. Discussion on Cost Recovery

Discussion on Cost Recovery - **City Manager Michael Cernech, Assistant City Manager Diane Phillips and Financial Services Director Mark Mason**

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Commissioner Pamela Bushnell

Commissioner Pamela Bushnell



Title - Sunset Point Park Public Art Project Update

Sunset Point Park Public Art Project Update - ***Community Development Director Maxine Calloway; Public Art Administrators George Gadson and Beth Ravitz; Margi Nothard, Artist; Mindy Shrago, Young @ Art Museum.***

Commission District(s):

District 2



Title - TR12842 - Public Art: University Drive Overpass Contract Award

Item No. 6 (e) on the Consent Agenda. (TR12842) A Resolution of the City Commission of the City of Tamarac, Florida, approving the public art proposal and concept by Malcolm Robertson, and execution of an agreement between the City of Tamarac and Town Art Studios attached hereto as Exhibit "2" and incorporated herein, to provide a work of art to be placed on the University Drive Overpass Bridge, in the amount of \$104,000; providing for conflicts; providing for severability; and providing an effective date. - ***Community Development Director Maxine Calloway and Public Art Administrators George Gadson and Beth Ravitz***

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
❑ Memo	8/30/2016	Cover Memo
❑ Resolution	8/30/2016	Resolution
❑ Exhibit 1 - National Call to Artist	8/30/2016	Exhibit
❑ Exhibit 2 - TR12842- Contract	9/8/2016	Exhibit
❑ Exhibit 3 - Sculpture Designs for University Drive Pedestrian Overpass	8/30/2016	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (14-09-006M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: August 29, 2016

FROM: Maxine Calloway,
Director of Community Development

RE: TR # 12842: Approval of
Agreement and Public Art
Proposal & Concept by
Malcolm Robertson for
University Drive Overpass

Recommendation:

The Director of Community Development recommends that the Mayor and City Commission approve the Agreement for the public art proposal and concept of Malcolm Robertson for placement on the façade of the University Drive Overpass at its September 14, 2016 meeting.

Issue:

The City's Public Art Committee is recommending the selection of Malcolm Robertson's public art proposal and concept for placement on the façade of the University Drive Overpass Bridge.

Background:

The City, through its Public Art Committee has facilitated the installation of several significant public art pieces throughout the community. In furtherance of the City's objective in branding the City as a public art destination, the Public Art Committee identified several new projects currently incorporated into the City's Capital Improvement Program for direct implementation citywide. Two of the projects identified in the CIP are the Woodlands Significant Sculpture and the University Drive Overpass Bridge installation. On September 9, 2015, the City Commission approved the acceptance of a 20x30 foot easement from ClubLink US Corporation, Grantor and Owner of the Woodlands Golf Course property for the purpose of placing the significant sculpture.

On September 25, 2015, the City, through its Public Art Committee issued a National Call to Artists (see attachment), seeking an artist or artist team to create a significant sculpture on an easement secured on the Woodlands Golf Course Property, fronting Commercial Boulevard, just west of Rock Island Road. Based on the Call to Artists, The winning artist is expected to be awarded a \$200,000 Contract and the opportunity to place the first significant (in scale and cost) piece of art, fronting a heavily traveled right of way.

Over one hundred and forty two (142) artists responded to the City's Call to Artist on the November 2nd, 2015 due date. On March 15, 2016, the highest five (5) ranked entrants were invited to make presentations to the selection committee comprised of all members of the Public Art Committee, to provide additional information and display a maquette of the proposed work. The five (5) artists invited to make presentations were:

- Roger Stroller
- Todd Frahm
- Malcolm Robertson (Skype)

- Askan Osman (Skype)
- Gordon Huether

The Public Art Committee sitting as the selection committee determined that while artist, Malcolm Robertson's proposed sculpture was unsuited for the Woodlands site, it would be more attractive and appropriate if placed on the University Drive Overpass Bridge on University Drive.

At the April 25, 2016 City Commission Workshop Meeting, the Mayor and Commission concurred with the Public Art Committee's recommendation and agreed that Malcolm Robertson's sculpture is more appropriate for the University Drive Overpass Bridge and as such, encouraged the Public Art Committee to further develop Malcolm Robertson's proposal for their consideration at a future date.

In accordance with Section 5-305(b)(3) of the City of Tamarac Code of Ordinances, the Public Art Committee is required to make recommendations to the City Commission on art and artist selections. The Public Art Committee, after reviewing and massaging several iterations of Malcolm Robertson's work, recommends the design (see attachment) and selection of Malcolm Robertson's proposal for placement on the University Drive Overpass Bridge located on University Drive.

Analysis:

The City will enter into a contract with Town Art Studio/Malcolm Robertson ("Artist") in an amount not to exceed \$104,000 ("Agreement") for the design, fabrication and installation of the proposed sculpture (Work) as further outlined below:

- The Agreement is for \$104,000.00 to be paid based on certain deliverables as further outlined in the Agreement.
- Since the sculpture will be attached to a Florida Department of Transportation (FDOT) bridge, FDOT's approval through the execution of a Community Appearance Feature Agreement (CAFA) is required. The Artist will therefore be paid 15% or \$15,600 upon notice to proceed (fully executed contract) in order to secure all the specifications and engineering drawings that are necessary to formally make a fully detailed submission to FDOT.
- The City reserves the right to terminate the Agreement without penalty in the event the design, fabrication or construction and installation of the Work fails to receive the approval from FDOT, who is the owner of the pedestrian overpass bridge.
- The Artist is required to complete the design, fabrication, transportation and installation of the Work, after FDOT approval, in conformity with the Proposal and the project schedule which allows for 1 to 3 months for engineering design development and 9 months for project implementation which includes fabrication, community consultations, if any, delivery and installation.
- The Artist may, as part of the Agreement, be requested by the City with reasonable advance notice to discuss the Work with the general public and/or press/media representatives in special meetings scheduled for this purpose.

- The Artist shall be available at such time or times as may be agreed between the City and the Artist to attend inauguration or presentation ceremonies relating to the transfer of the Work to the City.
- The Artist is required to carry the appropriate insurance and levels as determined by the City.

City support of this initiative is consistent with the City's Strategic Plan, Goal #5:

"The City of Tamarac will provide resources, initiatives and opportunities to continually revitalize our community and preserve the environment".

Fiscal Impact:

The project is budgeted in the amount of \$75,000 in Project PA15D and included in the City's adopted Capital Improvement Program. The increase of \$29,000 for the contract total of \$104,000 will be taken from the public art fund reserve account. The Public Art Program is funded by and through a public art fee generated from the construction value of improvements to real property in the City. As such, funds are generated on a continuous basis, and will be available in the Public Art Program to cover all costs associated with funding the Agreement.



Maxine Calloway,
Community Development Director

Attachments: Temporary Resolution No. 12842
 Exhibit "1" - National Call to Artists
 Exhibit "2" - Contract for Malcolm Robertson
 Exhibit "3" - Sculptural Designs for University Drive Pedestrian Overpass

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE PUBLIC ART PROPOSAL AND CONCEPT BY MALCOLM ROBERTSON, AND EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF TAMARAC AND TOWN ART STUDIOS ATTACHED HERETO AS EXHIBIT "2" AND INCORPORATED HEREIN, TO PROVIDE A WORK OF ART TO BE PLACED ON THE UNIVERSITY DRIVE OVERPASS BRIDGE, IN THE AMOUNT OF \$104,000; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to encourage and promote public art within the City; and

WHEREAS, the City is implementing a public art installation on the University Drive Overpass Bridge on University Drive; and

WHEREAS, the City of Tamarac issued a National Call to Artists entitled "Tamarac Significant Sculpture" for an artist to create a permanent original sculpture on the Woodlands property , attached hereto as Exhibit "1" and incorporated herein, and

WHEREAS, on March 15, 2016, the highest five (5) ranked entrants were invited to make presentations to the Public Art Committee to provide additional information and display a maquette of the proposed work; and

WHEREAS, The Public Art Committee sitting as the selection committee determined that while Artist, Malcolm Robertson's proposed sculpture was unsuited for the Woodlands site, it would be more attractive and appropriate if placed instead on the University Drive Overpass Bridge on University Drive; and

WHEREAS, at the April 25, 2016 Workshop Meeting, The City Commission concurred with the Public Art Committee's recommendation and agreed that Malcolm Robertson's sculpture is more appropriate for the University Drive Overpass Bridge; and

WHEREAS, in accordance with Section 5-305(b)(3) of the City of Tamarac Code of Ordinances, the Public Art Committee recommends that Malcolm Robertson be selected to fabricate, deliver and install the work of art to be mounted upon the exterior of the University Drive Overpass Bridge located on University Drive; and

WHEREAS, the Public Art Committee and Malcolm Robertson have agreed upon a contract price of \$104,000 for the project; and

WHEREAS, the Director of Community Development and the Public Art Committee recommend that the appropriate City Officials execute an Agreement with Town Art Studios/Malcolm Robertson; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the public art concept and proposal by Malcolm Robertson, attached hereto as Exhibit "3" and incorporated herein, to be placed on the façade of the University Drive Overpass Bridge located on University Drive for a contract price of \$104,000; a copy of said Agreement is included herein as Exhibit "2" (attached hereto, incorporated herein, and made a specific part thereof).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: It is hereby found and determined that the approval of the public art concept and proposal by Malcolm Robertson will be in the best interest of the City of Tamarac and the residents and businesses located within the described area.

SECTION 3: The appropriate City officials are hereby authorized to execute an Agreement with Town Art Studios/Malcolm Robertson for a contract price of \$104,000, a copy of said Agreement is attached hereto as Exhibit "2".

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PASSED, ADOPTED AND APPROVED this day of , 2016.

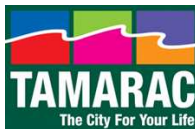
HARRY DRESSLER,
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as to
form.

SAMUEL S. GOREN,
CITY ATTORNEY



TAMARAC REQUEST FOR PROPOSAL
DEADLINE: Monday, November 2, 2015

NAME: Tamarac Signature Sculpture
LOCATION: Rock Island Road and Commercial Boulevard
DUE DATE OF APPLICATION: Monday, November 2, 2015
PROJECT BUDGET: Budget of \$200,000

ARTWORK DESCRIPTION, SCHEDULE AND BUDGET

Public Art Project Description

The City of Tamarac, Florida is seeking to commission an artist or artist team to create an artwork of significant size and quality to be located on the Woodlands Country Club property fronting on West Commercial Boulevard, just west of Rock Island Road, in Tamarac, Florida. The artwork should reflect the spirit of Tamarac and be impactful to pedestrians and passerby traffic both day and night at this high traffic roadway. Three artists will be selected as semi-finalists to develop and present design proposals. Each will receive a \$1,500 stipend. The winning artist will be awarded a \$200,000 contract and will be responsible for the creation and installation of the final work.

The application deadline is Monday, November 2, 2015 and is open to all professional artists nationwide with experience working with public agencies and professional engineers.

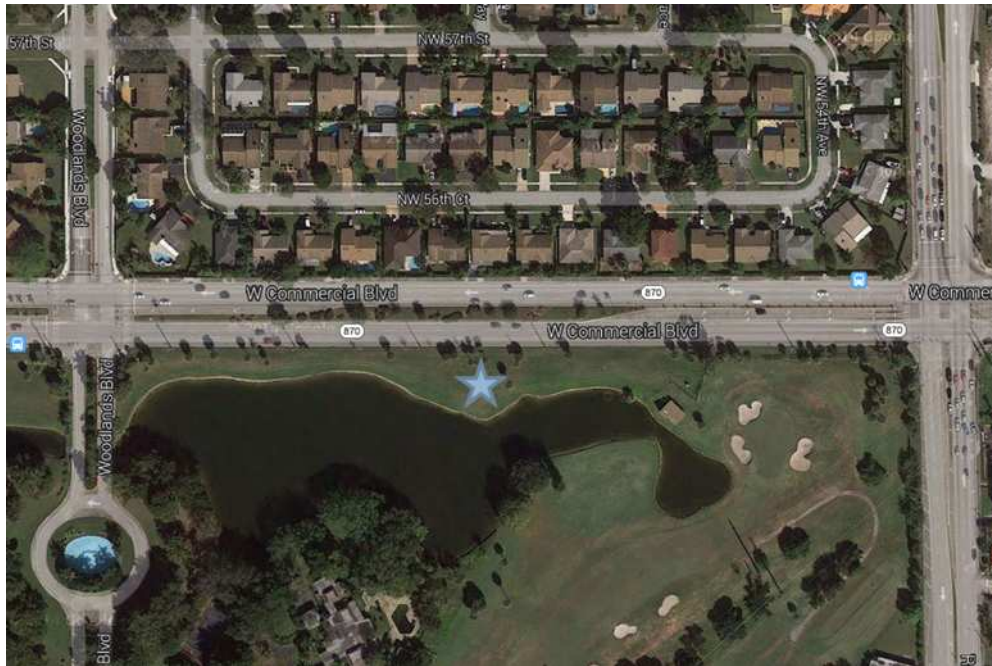
Qualities of Artwork

This Request for Proposal is emphasizing the City of Tamarac's desire to commission artwork that represents its changing community and depicts the city's mission as 'The City for Your Life'. Once known for its retirement community, Tamarac has now evolved into a City of families and youth. The artwork must be capable of "holding its own" as it will be Tamarac's Signature Sculpture that will help define the City.

The artwork should be durable and require minimal ongoing maintenance. South Florida has a sub-tropical climate and is hot and humid with an intense sun and seasonal heavy rain. Problems with rust and fading should be avoided. The sculpture should be designed and constructed in accordance with the Florida Building Code. The artwork must be self-supporting on an open landscape or hardscape and be large in scale, with no less than 10 feet in height. The orientation of the sculpture can be horizontal or vertical in the 30 feet by 20 feet designated area and must maintain a minimum of 3 feet access on all sides.

Description of Location

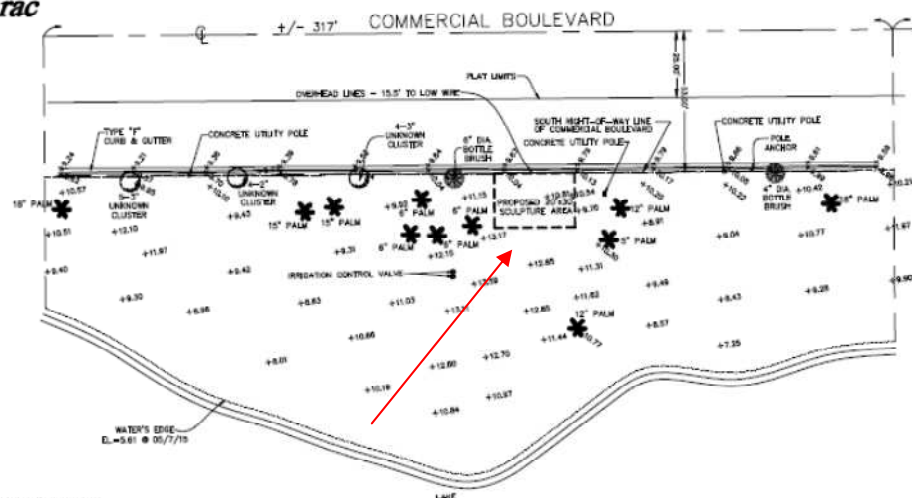
The sculpture will be located at the Woodlands on West Commercial Boulevard. The Woodlands County Club property, developed in 1968, is a Golf Club Community designed after Palm Springs, California. It has more than 5,000 acres of land containing a housing community surrounded by fairways and beautifully wooded areas.



RECORD SURVEY
FOR: City of Tamarac

DESCRIPTION:

A PORTION OF THE WOODLANDS COUNTRY CLUB
ALONG THE SOUTH RIGHT-OF-WAY LINE OF
COMMERCIAL BOULEVARD, APPROXIMATELY 578 FEET
WEST OF THE INTERSECTION OF ROCK ISLAND ROAD
AND CONTINUING WEST APPROXIMATELY 317 FEET.



THE WOODLANDS COUNTRY CLUB
(P.B. 67, PG. 30, B.C.R.)

- [illegible]

[illegible]

**PROPOSED
SCULPTURE
AREA**

SEAL

THEODORE J. DAVIS FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID A. GERCHAR, INC. L.B. # 683
SIGNATURE DATE: 7/17/15
DATE OF LAST FIELD SURVEY: 5/7/15

SCALE:

10/7/00	
DRAWN	
CKD B	

JOB NO:

DATE:	
PROJ. FI	

T

SUR

**DAVID &
GERCHAR, INC.**
SURVEYORS AND MAPPERS
12075 N.W. 40th St., Box 1
Coast Springs, Florida 32006
(954) 340-6023 • info@dauidgerchar.com



Eastward View of Site

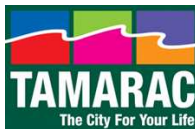
Artist Requirements Once Selected:

- Transportation and off-truck loading of the artwork to the specific site in Tamarac;
- Installation of the artwork;
- One public lecture in Tamarac;
- Design development and modifications with drawings and/or models sufficient to secure to approval of the Public Art Committee and the City Commission.
- Construction documents signed by a Florida engineer
- A minimum of three meetings with the Public Art Committee to discuss aspects of artwork: either via phone or in person.
- Professional photos of the sculpture for publication and marketing.

Highlights from the following will be required in the contract (see attached draft contract in substantial form as required if selected) :

- Indemnify, and hold the City of Tamarac harmless from any and all claims and damages
- Liability and other insurance.

The City reserves the right to modify the draft contract provided with this RFP.



Anticipated Art Project Schedule

- Artist Applications Due: Monday, November 2, 2015
- Shortlisting: December 2015
- Artist Selection: Tuesday, December 15, 2015

Notification:

- City Commission Approval: January 2016 (Subject to Change)
- Artwork Permitting/Installed: October 2016
- Dedication Ceremony: October 2016

Artwork Budget

The budget for the project established is \$200,000. The budget includes all cost, i.e. research, community and agency meeting cost, design, materials, permitting as needed, fabrication, installation, photography, insurance, proposals, travel, sales taxes, lighting, concrete pads, labor, structural engineering, and transportation.

ARTIST ELIGIBILITY

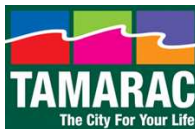
The project is open to all professional visual artists or artist team in the United States. Artists/artist teams should have experience implementing their ideas and work in the public realm with government agencies. Artist/Artist teams must be able to effectively work within the project timeline and collaborate with the Architects of Record, General Contractors, multiple Governmental Agencies, Community Groups, City Staff and the Public Art Committee whenever it is required. *Artist* or *Professional Artist* means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of a person's status as a professional artist include, but are not limited to, income realized through the sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.

Artists are NOT eligible who are immediate family or business partners of members of the Public Art Committee or program staff, or whose art work already exist in the City's public art inventory.

Selection Process

The Tamarac Public Art Committee manages the application process and will review the proposals. The committee includes arts professionals and community representatives, and City Staff. The committee will review the submissions and invite a short list of three (3) semi-finalists to be interviewed. Each semi-finalist will be awarded a \$1,500 stipend for development of a proposal, travel and overnight accommodations, if necessary for presentation to the Public Art Committee. The Committee will award the final contract based on its evaluation of the artwork proposal, experience of artist and references. The committee reserves the right to withhold the commission award if it should not find a satisfactory artwork.

All submitted complete applications will be reviewed. Applications not meeting the submission guidelines will not be considered.



Criteria for Selecting Proposals

All artists must meet the guidelines of the program.

1. Artistic merit of concept.
2. Style and Appropriateness: Artwork should demonstrate that it is compatible in relationship to the landscape and Tamarac Community.
3. Technical Considerations and Feasibility: Including the artist's artistic history and experience in completing public art projects within the timeline and budget, as well as the sustainability of the project.
4. Safety and Maintenance: Artwork should be durable, meet the requirements of insurance policies and be resistant to theft and/or vandalism. Materials should require minimal periodic maintenance and be readily available if conservation or restoration is necessary.
5. Diversity: Reflects the overall project goal to strive for diversity in style, scale, media and artists working in traditional and contemporary art forms.

Application Requirements

All submissions must be done via CAFÉ at www.callforentry.org

Shortlist/Second Selection

Upon review of all the proposals submitted through CAFE, three semi-finalists artists will be selected to submit the following information. The final Artist will be selected from these requirements.

Please submit the following:

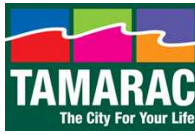
1. **Proposed concept 3D Digital Model or Maquette.** Model must include a scaled plan of the proposed location, and a plan dimensioned elevation of the concept. Model must also include perspectives of the concept, information regarding materials, weights, colors and any other relevant details.
2. **Site Plan.** Plan must include perspective drawing between artwork and sidewalk or other public space, and show all design features to create a space with foreground and backdrop for artwork. Site plan shall also show pedestrian access to the artwork and hide light fixtures shining on artwork from public view.
3. **Project Maintenance Instructions**
4. **An Itemized Project Budget.**

All items become the property of the City of Tamarac.

Questions:

All questions must be submitted to gadsonravitz@gmail.com AND maxine.calloway@tamarac.org no later than Monday, October 12, 2015.

Website for City of Tamarac: <http://www.tamarac.org/>

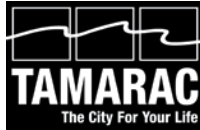


Tamarac Public Art Committee

Tobey Archer, Chair
Susan Buzzi, Vice Chair
Rowena Smith
Brian Zambrano
Phil Prentice

The Community: Tamarac, Florida

Tamarac is a unique city that has been built through a strong and dedicated community spirit, good land use planning and prudent management of municipal resources. Since its incorporation in 1963, Tamarac has prospered and grown into a full service city. Tamarac is approximately 12 square miles located in central Broward County. The approximate population of the City is 60,000. The City of Tamarac constantly strives to meet the needs and improve the health, welfare and safety of its residents. Tamarac prides itself on being a government that is responsive to its residents and is “Committed to Excellence....Always.”



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
TOWN ART STUDIOS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Town Art Studios with principal offices located at 4 Glentarkie Steading, Strathmiglo, Scotland KY14 7RU United Kingdom (the "Artist") to provide for the design and fabrication of artistic aluminum figures to be attached an existing FDOT Pedestrian Bridge Overpass #869005 located on University Drive in Tamarac, Florida.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, and Artists quotation titled "City of Tamarac – Overpass Bridge Artwork Proposal" dated May 17, 2016, and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

2.1. The Artist shall perform the following Scope of Work under this Agreement as set forth below:

2.1.1 As used in this Agreement, unless the context otherwise requires: "Work" means the work of art consisting of the art work to be affixed to the Pedestrian Bridge Overpass #869005 located at on University Drive, Tamarac, Florida, as ultimately conceived, designed, fabricated, transported, delivered and installed by the Artist consistent with the final design proposal, project schedule and cost proposal approved and accepted by the City as required by this Agreement (collectively referred to as the "Design Proposal") to be attached to and made a part of this Agreement as Exhibit "A" as well as the specifications and engineering drawings provided by the Artist to the Owner after approval by the Owner of the final Design Proposal (collectively referred to as the ("Engineering Drawings.")) to be attached to and made a part of this Agreement as Exhibit "B". Except as set forth below, the Work includes all physical components of the



complete Work including but not limited to mounting brackets or devices, and other miscellaneous components necessary to complete the fabrication and installation of the Work as initially proposed.

- 2.1.2** The Artist and/or its authorized agents and representatives shall perform all services and furnish all supplies, material and equipment as necessary for the design and fabrication of the Work by the Artist and its transportation and delivery to and installation at the Site consistent with the Design Proposal and Engineering Drawings as approved by the Owner, including but not limited to payment for insurance, supplies, materials, small tools, equipment. Except as otherwise stated in this Agreement, the Artist shall, either directly or through qualified sub-contractors to be hired by the Artist, undertake the transportation and delivery of the Work to the Site and installation of the Work at the Site.
- 2.1.3** The Artist shall determine the artistic expression, scope, design, color, size, material, and texture of the Work as set forth in the Design Proposal and Engineering Drawings subject to review and written acceptance by the Owner on a timely basis as set forth in this Agreement.
- 2.1.4** Artist shall conduct research on methods of attachments to the existing rail of a Pedestrian Bridge Overpass located on University Drive, Tamarac, Florida. Design for attachment shall conform to requirements as will be set forth by guidelines established by the Florida Department of Transportation (FDOT).
- 2.1.5** Artist's Design shall include/incorporate a minimum of twenty-four (24) figures of varying sizes to accommodate the full span of the bridge on the northbound lane, and the same for the southbound lane. The figures would be full body, approximately 6 feet to 9 feet high, utilizing diverse colors of powder coated aluminum. The same colors shall be used on both sides of the bridge overpass, but those colors shall be placed on different figures, so that the figures would not appear to be an exact duplicate of figures attached to the opposite side.
- 2.1.6** The Artist shall at the Artist's sole expense obtain all licenses and approvals required with respect to the fabrication and its obligations for installation of the finished Work at the Site, including the written approval from the City of Tamarac certifying the structural compliance of the Work with applicable, legally

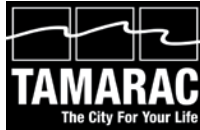


mandated building codes that may be required.

- 2.1.7** The City shall provide the Artist with copies of all pertinent information relating to all such applicable city laws, ordinances, statutes, codes, regulations, and/or requirements referenced in this Agreement on a timely basis.
- 2.1.8** It is understood and agreed that immediately upon execution of this Agreement, the City shall appoint in writing an individual to serve as the City's authorized representative for purposes of administering this Agreement, and that the City's authorized representative shall be the primary contact for such purposes. It is expressly agreed that the Artist also may discuss the Work or its requirements with various departments of the City but any approvals required under this Agreement must be obtained in writing from the City or its authorized representative. Email constitutes writing for such purposes.
- 2.1.9** Artist shall appoint an authorized representative for administering the Agreement on behalf of the Artist and shall be the City's primary contact for obtaining any and all necessary approvals from the Artist. All approvals required must be authorized in writing by the Artist or its authorized representative. Email constitutes writing for such purposes.
- 2.1.10** Address of Artwork: The Artwork will be affixed to an FDOT Pedestrian Overpass #869005 located over University Drive in the City of Tamarac.
- 2.1.11** Design:
- Left side image oncoming Highway – Flowers - "We are Tamarac" sign only (x 2).
- Right side image above Highway - 22 Figure group (x 2).
- Artwork cost to cover: design development, consultation, professional fees, labor, materials, fabrication and painting.
- Installation and fixings contingency to be dependent on engineering required.

2.2 Preparation of Engineering Drawings and Commencement of Work

- 2.2.1** Upon execution of this Agreement and issuance of a written Notice to Proceed by City, which shall be issued upon approval and acceptance of the final Design Proposal by the City,

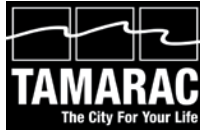


consistent with the requirements of this Agreement, and upon the Artist's receipt of the first installment payment from the City in accordance with this Agreement, the Artist shall commence preparation of the Engineering Drawings, complete final planning, cad drawings and permitting. The Artist shall avoid specifying in the Design Proposal and in the Engineering Drawings any materials or finishes known to be hazardous or potentially hazardous.

- 2.2.2** Upon submission of Engineering Drawings, City shall provide drawings and Community Appearance Feature Agreement (CAFA) to the Florida Department of Transportation (FDOT) for final approval. Artist shall be responsible for coordination of any changed or alterations as may be required by FDOT once drawings and CAFA have been submitted for FDOT's review and approval. Drawings, designs, construction methodologies (for final attachment to the pedestrian overpass bridge) and the final materials to be used for the figures must be approved by FDOT. NO work shall be initiated until such approval has been granted by FDOT.

2.3 Fabrication

- 2.3.1** Upon approval of Engineering Drawings, CAFA and other plans by the City and FDOT, The City or its authorized representative shall issue a written Notice to Proceed to begin the fabrication process. At this point, Artist shall be responsible to procure all necessary supplies and materials necessary for the fabrication of the Work. The City shall have reasonable access to review the Artist's Work in progress at the Artist's place of business, or the Artist's staging area for work, at mutually convenient dates and times to be scheduled in advance taking into account the Artist's schedule and commitments and the City's schedule and commitments.
- 2.3.2** The Artist shall complete the design, fabrication, transportation and installation of the Work in conformity with the Design Proposal and Engineering Drawings approved by the City and FDOT, which are attached hereto and made a part of this Agreement as Exhibits "A" and "B", respectively.
- 2.3.3** Any material changes proposed by the Artist in the scope, design, color, size, material or texture of the Work as depicted in the Design Proposal and the Engineering Drawings shall be presented to the City for approval in writing prior to implementation. A change shall be deemed "material" if it alters the form, fit or function of the Work, or modifies its dimensions by more than ten percent (10%). Any such change shall be evidenced by the execution of a written

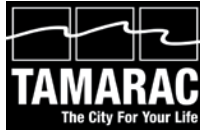


amendment or change order to this Agreement signed by both parties.

- 2.3.4** Once the Work has been fabricated, the Artist shall submit a report to the City, accompanied by photographs, slides, or other acceptable documentation substantiating that the fabrication of the Work has been completed in accordance with the Design Proposal and Engineering Drawings. The report shall include plans for installation and a description of all activities requiring coordination with the City and City's Engineer, as well as FDOT and FDOT Engineers.

2.4 Delivery and Installation

- 2.4.1** The Artist is responsible for the delivery and installation of the Work.
- 2.4.2** The Work shall not be delivered to or installed at the Site until the Artist has received written approval from the City and Commission or its authorized representative that the Work has been completed according to the approved Design Proposal and Engineering Drawings.
- 2.4.3** The Artist shall make arrangements for access to the Site for delivery and installation of the Work with the City or its authorized representative and the City's Engineer, as well as FDOT and FDOT Engineers.
- 2.4.4** Following delivery of the Work, the Artist shall install the Work at the Site consistent with the Engineering Drawings and shall approve and submit all required documentation and information to the City on a timely basis. The Artist shall be responsible for all expenses, labor and equipment incurred in connection with delivery of the Work and for Site preparation and installation of the Work.
- 2.4.5** The Artist shall exercise commercially reasonable efforts to limit construction operations to the Site unless otherwise approved by the City or its authorized representative. The Artist shall not perform operations of any nature on, over or across premises owned or leased by third parties, including FDOT, except such operations as are specifically authorized in plans or specifications or as authorized by the City or its authorized representative.
- 2.4.6** The Artist and the City shall take all steps necessary to protect adjoining property and nearby buildings, roads and public streets or roads from dust, dirt, rubbish or other nuisance arising out of their respective operations at the Site or its storage practices during Site work and delivery and installation of the Work at the Site.



Additionally, Artist shall utilize commercially acceptable methods to maintain the artwork and the work site during installation in a safe and secure manner, in order to protect against injury and vandalism. In the event of a predicted storm event, Artist shall take all necessary precautions to remove any loose materials at the job site within a period of twenty-four (24) hours prior to any such predicted storm event.

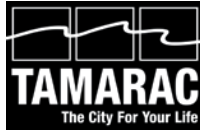
- 2.4.7** The Artist shall insure that the Site is clean, free of dust, construction debris, and trash during installation, and at other times when directed by the City. At all times while finish work is being accomplished, the Artist shall insure that the Site is clean, free of dust, construction debris and trash. Directly upon completion of the Work, the Artist shall remove from the Site all of their respective equipment and any waste materials not previously disposed of, leaving the Site clean and ready for the City's final inspection.
- 2.4.8** Delivery and installation of the Work shall be in conformance with all applicable federal, state, county, and municipal laws, including any applicable health, safety, and fire regulations.

2.5 Post-Installation

- 2.5.1** Except as set forth below, the risk of destruction or damage to the Work or any part thereof shall be borne by the Artist until written acceptance of the Work. Accordingly, except as set forth herein, the Artist shall at its sole cost and expense, rebuild, repair and restore damage to any portion of the Work until written acceptance of the Work by the City. Notwithstanding the foregoing, after delivery of the Work to the Site and during installation and until final acceptance of the Work by the City as installed, under no circumstances shall the Artist be responsible for the cost of repair for any damage caused by job-site contractors or subcontractors hired by the City or otherwise not under the Artist's contractual control or supervision or in the event of vandalism or natural disasters resulting in damage to the Work or at the Site.
- 2.5.2** Upon installation of the Work, the Artist shall provide and submit all information on the Work as may be requested by the City for its files, including but not limited to technical and maintenance information and "As Built" drawings, photographs, plans, all required warranties as may be applicable, for use in maintaining and repairing the Work, information regarding copyright of the Work by the Artist, updated biographical information, and a statement regarding the Work.

2.6 Artist's Representations to the City

- 2.6.1** The Artist represents and warrants to the City that the fabrication and installation of the Work will be performed in a workmanlike manner and that the Work will be free of defects in workmanship or materials consistent with the final Design Proposal, Engineering Drawings and plans approved by the City and that the Artist will, at the Artist's own expense, remedy any defects due to faulty workmanship or materials that arise within a period of three years from the Completion Date and the date the Work is finally accepted by the City or five days after the Completion Date, whichever shall first occur. Any and all such repair shall be completed by the Artist in a proper, workmanlike manner consistent with the Technical and Maintenance Record and the "As-Built Drawings" which shall be delivered to the City prior to final completion of the project.
- 2.6.2** Warranties provided to the Artist by the sub-contractors, if any, shall be for at least one year from the date of final acceptance by the City. All warranties related to the Work performed by sub-contractors under this Agreement are hereby incorporated by reference and are considered to define the extent and limitations of warranties extended by the Artist to the City.
- 2.6.3** The Artist represents and warrants to the City that the Work will not require maintenance substantially in excess of that described in the maintenance recommendations set forth in the "As-Built Drawings" provided by the Artist to the Owner pursuant to this Agreement.
- 2.6.4** The Artist represents and warrants to the City that the Work will not contain sharp points or edges which may pose a danger to the public and the Artist agrees to cooperate in making or permitting adjustments to the Work if necessary to eliminate any sharp points or edges which become apparent within one year of the date the Work is finally accepted by the City.
- 2.6.5** The Artist represents and warrants to the City that the Work is solely the result of the artistic efforts of the Artist and that it will be installed free and clear of any liens, claims or other encumbrances of any type from any source whatsoever.
- 2.6.6** The personal skill, judgment and creativity of the Artist are essential elements of this Agreement. Therefore, although the parties recognize that the Artist may employ qualified personnel to work under the Artist's supervision, the Artist shall not assign, transfer or subcontract the creative and artistic portions of the Work to a



person other than the Artist without the prior written consent of the City's authorized representative.

2.6.7 The Artist represents and warrants to the City that the Work will be a unique placement and the sculptures in the Work do not infringe upon any copyright. The Artist will not execute or authorize another to execute a duplicate Work consisting of a sculpture of the exact same design and dimensions as the Work for placement anywhere in the State of Florida. In view of the intention that the final Work shall be unique and shall constitute the artistic expression of the Artist, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Work, with the exception of any model(s) used in the process of developing the approved artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from making two dimensional reproductions of the Work for any purpose or from creating future artworks in the Artist's manner and style of artistic expression for any purpose. For the purposes of this warranty, if the dimensions of another artwork exceed 75% of the dimensions of the commissioned Work, the other artwork shall be deemed to be of the same dimensions as the commissioned Work. This warranty shall continue in effect for a period consisting of the life of the Artist plus 50 years and shall be binding on the Artist's heirs and assigns.

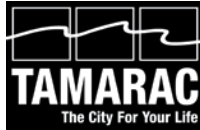
2.6.8 The Artist agrees that the Artist or other's acting on behalf of the Artist will not make reference to or reproduce the Work, or any portion thereof, in a way which reflects discredit on the Owner or the Work.

2.7 City's Responsibilities

2.7.1 Upon request by the Artist, the City shall furnish the Artist, at no cost to the Artist, the following information or services, provided however that the City does not guarantee the accuracy of information provided and assumes no liability therefore:

One (1) copy of all available data pertinent to the Work, and information relative to code requirements, policies, standards, criteria, and studies relating to the Work. However, the Artist shall be responsible for searching the records and requesting the information required.

2.7.2 The City shall promptly examine all materials and information submitted by the Artist to the City for approval and acceptance and shall take all actions and render all decisions promptly to avoid



unreasonable delay in the progress and acceptance of the Design Proposal, Engineering Drawings and the Artist's Work. The City shall keep the Artist advised concerning the progress of the City's review of any and all materials and information submitted by the Artist to the City and of the Work. Response by the City to the Artist's written request for decisions shall be made as soon as possible but in any event within the timeframes mandated by this Agreement. Additionally, the City will make every effort to assist the Artist in regard to project approvals required by FDOT.

2.7.3 The City shall pay the Artist on a timely basis in accordance with the Local Government Prompt Payment Act, Section 218.70, *Fla. Stat, et. seq.*, and the terms and conditions of this Agreement and shall not modify, repair or use the Work or the Artist's name in any manner that reflects discredit on the Work or on the name of the Artist or on the reputation of the Artist.

2.7.4 In view of the parties' intention that the Work shall constitute the artistic expression of the Artist and that all right, title and interest in and to any and all intellectual property associated with the Work shall not make and shall not permit any third party to make, any additional, exact duplicate two or three-dimensional reproductions of the final Work, including but not limited to any sculptures, drawings, paintings, photographs or other images except with the written permission of the Artist. Notwithstanding the foregoing, the City may make and use two-dimensional reproductions of the Work with proper attribution to the Artist and the Artist for non-commercial publicity purposes to promote the Work as set forth herein.

2.8 Repair and Restoration

Except as otherwise set forth in this Agreement, maintenance of the Work after installation of the Work at the Site and the City's written acceptance of the Work shall be the responsibility of the City. The City shall maintain the Work and/or make minor or emergency repairs without the Artist's approval or consultation, provided such work is performed in accordance with recognized principles of conservation as determined by the Artist. It will be policy of the City to consult with the Artist regarding repairs and restoration which are undertaken during the Artist's lifetime when that is practicable only when such work does not comply with the maintenance guidelines provided by the Artist. To facilitate consultation, the Artist will notify the City of any change in the Artist's permanent address. If the Artist is unable or unwilling to perform any necessary repairs or restoration, the City will cause to have such work performed at the City's own expense in accordance with the Artist's the specifications for maintenance and repair contained in the Technical and Mechanical

Record and in the "As-Built Drawings" to be provided by Artist to City prior to final completion of the project. It is expressly acknowledged and agreed by the parties that due to the materials used in the fabrication of the Work, its size, weight, mass and location, a failure by the City to maintain and/or repair the Work in accordance with the maintenance and repair specifications provided to the City by the Artist in the "As Built" Drawings and Technical and Maintenance Record may result in a loss of structural integrity that may pose a hazard to public health and safety over time.

2.9 Removal or Restoration

Notwithstanding any provision of law, the parties agree that removal, destruction or relocation of the Work may occur. While it is the City's intent to permanently retain and publicly display the Work it has acquired through the Public Art program, circumstances may arise that would make it prudent for the City to remove the Work from public display. The Artist hereby acknowledges that the Work when installed, will be incorporated within and made a part of the Site in such a way that removing the Work from the Site, or destruction or modification of "Site" may cause the destruction, distortion or mutilation, of the Work. The Artist hereby acknowledges that the Work, when installed, will be the property of the City. The Artist therefore agrees that the City shall have absolute right incidental to its ownership of the Site and the Work to remove, relocate, replace, transport, transfer, sell, or store the Work, (such actions being referred to herein as "Removal"), or to destroy, (such actions being referred to herein as "Destructions"), the Work at such times as the City shall deem necessary in order to exercise its powers and responsibilities with respect to the Site. The City shall notify the Artist in writing no less than 90 days in advance of such removal. In the event of any damage whatsoever to the Work, the Artist reserves the right to withdraw attribution of the Work to the Artist.

2.10 Public Hazard

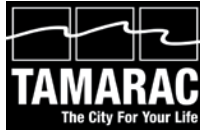
In the event that the Owner determines that the Work presents an imminent hazard to the public, the City may authorize the removal of the Work without approval of the Artist. The Artist shall be notified within thirty (30) days of such action, and the City shall then consider options for the final disposition, repair, reinstallation, maintenance or deaccession of the Work. In the event of any damage whatsoever to the Work or deaccession of the Work, the Artist reserves the right to withdraw attribution of the Work to the Artist.

2.11 Traffic Control and Working Hours

- 2.11.1** The Artist shall be responsible for maintaining all traffic controls during the entire period of the project. All traffic controls shall conform to the Manual of Uniform Traffic Control Device (MUTCD) and Florida Department of Transportation Roadway and Traffic Design Standards, latest edition and must be approved by the City in advance. At all times, at least one lane shall be kept open with adequate and legal traffic controls. Work shall be avoided during peak traffic hours. Working hours are set between 8 AM to 4 PM. Any deviation shall be approved in advance by City as well as FDOT..
- 2.11.2** The Artist shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities.
- 2.11.3** Road closure will not be permitted without written approval of the Engineer/Project Manager.
- 2.11.4** Pricing provided by Artist under this Agreement shall include all costs relating to the Maintenance of Traffic including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc. Alternatively, the Artist may provide a lump sum cost to cover all aspects of required Maintenance of Traffic.

3) Intellectual Property Rights and Ownership

- 3.1** Unless otherwise expressly agreed to in writing by the City, ownership of all art acquired through expending funds in the public art fund shall be vested in the City, which shall obtain title to each work of art. Additionally, all Engineering Drawings, photographs, shop drawings, plans, materials and specifications shall become the property of the City upon completion of the project, and shall be delivered to City prior to completion of the Agreement. Artist shall provide a waiver of rights. Title to the Work shall pass to the City upon written notice to the Artist of final acceptance of the Work after installation at the Site.
- 3.2** It is expressly understood and agreed that the Artist retains: (1) all right, title and interest in all intellectual property associated with the Work, including but not limited to all rights to the design of the Work, all rights to all copyrights with respect to the Work under the Copyright Act of 1976, 17 U.S.C. & 101, et seq., as amended by the Visual Artists Rights Act of 1990, and any successor act, and all moral rights; and (3) all rights expressly granted in this Agreement.



- 3.3** The Artist hereby grants the City the sole and exclusive right to display the Work, and two-dimensional reproductions of the Work, and upon the prior consent of the Artist, which consent shall not be unreasonably withheld, to loan the Work and such reproductions to others with authority to display it publicly with proper attribution to the Artist. Except for those rights retained as provided herein, the Artist agrees that the Artist shall not undertake any public display of the Work in a three dimensional form.
- 3.4** With the Artist's prior, written consent, the Artist hereby authorizes the City to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Work for educational, public relations, arts promotional, non-commercial purposes. For the purposes of this Agreement, the following are among those deemed to be reproductions for non-commercial purposes: brochures and pamphlets pertaining to the City; reproduction in exhibition catalogues, books, slides, photographs and in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational nature; electronic media and television from stations operated for educational purposes. On any and all such reproductions, the City shall place a copyright notice in the form and manner required to protect the copyright in the Work under the United States copyright law, the Berne Convention and any and all copyright international conventions as may be enacted and/or amended from time to time.
- 3.5** All references to the Work and all reproductions of the Work shall credit the Work to the Artist unless the Artist makes a specific written request to not include the Artist as part of the credit.
- 3.6** The Artist agrees that all formal references to the Work and noncommercial reproductions of the Work under the Artist's control shall include the following credit line: "A Public Art Commissioned for the City of Tamarac, Florida."
- 3.7** The Artist also shall be available at such time or times as may be agreed between the City and the Artist to attend inauguration or presentation ceremonies relating to the final installation of the Work and the transfer of title to the Work to the City. The City shall use its best efforts to arrange for publicity for the completed Work in such art publications and otherwise as may be determined between the City and the Artist as soon as practicable following installation.
- 3.8** The Artist may, as part of this Agreement, be requested by the City with reasonable advance notice to discuss the Work with the general public and/or press/media representatives in special meetings scheduled for this purpose. Scheduling of all such requests shall take into account the Artist's schedules and commitments and may occur as agreed by the



parties in writing. The Artist shall be entitled to be reimbursed by the City for travel and expenses for such events in accordance with the City's standard travel policies and procedures.

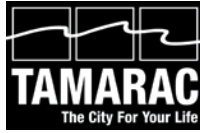
4) Contract Sum

The City agrees to pay Artist a fixed sum not to exceed One Hundred Thousand Four dollars and no cents (\$104,000.00) for work completed under this Agreement which shall include Artwork cost consisting of design development, consultation, professional fees, labor, materials, fabrication and painting not to exceed Eighty-Four Thousand Dollars and no cents (\$84,000.00); and Installation and fixings contingency (depended on engineering outcomes) not to exceed Twenty Thousand Dollars and no cents (\$20,000.00).

5) Payments

Payment shall be paid in the following installments, expressed as percentages of the fixed price, each installment to represent full and final payment for all services and material provided to payment thereof.

- 5.1** 15% (\$15,600.00) upon Notice to Proceed by the Administrative Agent and the Artist's submission to the City of any executed contracts with subcontractor, proof of subcontractor's performance and payment bond as may be applicable to this project, and all other insurance as required herein to cover detailed CAD work, design development in consultation with FDOT and Artist's engineer to prepare a fully detailed submission to FDOT.
- 5.2** 5% (\$5,200.00) of the final commission fee upon the date on which the Artist notifies the City that the Work has been approved by FDOT and a Community Appearance Feature Agreement has been executed between the City and FDOT.
- 5.3** 30% (\$31,200.00) of the final commission fee upon the date on which the Artist notifies the City that the Work is 30% complete. The Artist shall provide photographs to verify completion.
- 5.4** 40% (\$41,600.00) of the final commission fee upon the date on which the Artist notifies the City that the Work is 75% complete. The Artist shall provide photographs to verify completion.
- 5.5** 10% (\$10,400.00) of the final commission within 30 days of final acceptance of the Work by the City's Project Manager and submission of the Documentation Worksheet, Warranty of Title, and receipt of all additional documentation as required under "Post Installation Requirements, Section 2.5.2 of this Agreement, to the City's Project Manager, as well as the authorized agent of FDOT.



- 5.6** The City reserves the right to review and inspect all work incorporated into the project, and shall only pay for work approved by the City. This provision shall be subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

6) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Artist is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Artist shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Artist's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Artist, which policies of Artist shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Artist's funds provided for herein. The Artist agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Artist and the City and the City will not be liable for any obligation incurred by Artist, including but not limited to unpaid minimum wages and/or overtime premiums. Artist's Insurance.

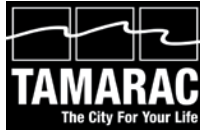
7) Insurance and Indemnification

7.1 Artist's Insurance

Prior to commencement of any work pursuant to this Agreement, Artist shall obtain at Artist's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Artist shall maintain such insurance in full force and effect during the life of this Agreement. Artist shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Artist shall indemnify and save the City harmless from any damage resulting to it for failure of either Artist or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Artist agrees to maintain during the term of this contract:

Line of Business/ Coverage	<u>Limits</u>	
	Occurrence	Aggregate



Commercial General Liability	\$1,000,000	\$1,000,000
Including:		
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory	

If the Artist has no employees as defined by Florida Statutes and Regulations, and the Artist submits a letter so stating, this requirement may be waived in writing by the City; however, Artist shall be responsible for obtaining a waiver for Worker's compensation coverage from the State of Florida Division of Workers' Compensation.

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

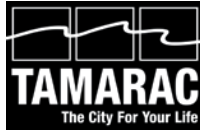
Neither Artist nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Artist will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

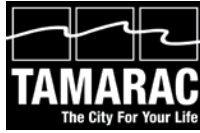
The Artist's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Artist's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Artist shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Artist purchase a bond to cover the full amount of the deductible or self-insured retention. If the Artist is to provide professional services under this Agreement, the Artist must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

7.2. Indemnification



- 7.2.1** The Artist shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Artist or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 7.2.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.2.3** The Artist shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.2.4** The City and Artist recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Artist and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Artist. Furthermore, the City and Artist understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Artist's responsibility to indemnify.
- i. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Artist under the indemnification agreement.
 - ii. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.



8) Non-Discrimination & Equal Opportunity

The Artist is an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability. The Artist will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Artist shall agree to post in conspicuous places, available to employees and applicants for employment, appropriate legal notices as required by law.

The City is an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability. The City will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City shall agree to post in conspicuous places, available to employees and applicants for employment, appropriate legal notices as required by law.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200



Fort Lauderdale, FL 33308

ARTIST

Mr. Malcolm Robertson
Town Art Studios
4 Glentarkie Steading
Strathmiglo
SCOTLAND
KY14 7RU
United Kingdom
Info@MalcolmRobertson.com
++44 (0) 133-786-0545
++44 (0) 771-205-1133

10) Termination

10.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Artist for such termination in which event the Artist shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Artist abandons this Agreement or causes it to be terminated, Artist shall indemnify the city against loss pertaining to this termination.

10.2 Default by Artist: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Artist neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Artist of written notice of such neglect or failure.

10.3 Failure to Obtain FDOT Approval: The City reserves the right to terminate this Agreement without penalty in the event the design, fabrication or construction and installation of this artistic work fails to receive the approval from the Florida Department of Transportation, who is the owner of the pedestrian overpass bridge.

11) Public Records

11.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

11.1.1 Keep and maintain public records required by the City in order to perform the service;

11.1.2 Upon request from the City's custodian of public records,



provide the public agency 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 this chapter or as otherwise provided by law.

11.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

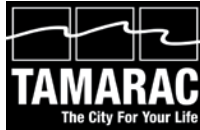
11.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the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

11.2 During the term of the contract, the Artist shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Artist agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

12) PUBLIC RECORDS CUSTODIAN

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321**



(954) 597-3505
CITYCLERK@TAMARAC.ORG

13) Uncontrollable Forces

13.1 Neither the City nor Artist shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

13.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

15) Venue

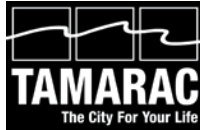
This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

16) Signatory Authority

The Artist shall provide the City with copies of requisite documentation evidencing that the signatory for Artist has the authority to enter into this Agreement.

17) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that



provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

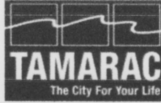
18) Merger; Amendment

This Agreement constitutes the entire Agreement between the Artist and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Artist and the City.

19) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

Remainder of Page Intentionally Blank



City of Tamarac

Purchasing & Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and ARTIST, duly authorized to execute same.

CITY OF TAMARAC

ATTEST

Harry Dressler
Mayor

Patricia A. Teufel, CMC
City Clerk

Date:

Michael C. Cernech
City Manager

Date:

Date:

Approved as to form and legal sufficiency

Samuel S. Goren, City Attorney

Date

ATTEST

TOWN ART STUDIOS

^{SP?}
~~Malcolm Robinson~~ ROBERTSON
Partner

Signature of Artist

Date

ALAN HEALY
POLICE SERGEANT

POLICE SGT. KEND

29/8/16.



sign and flowers above oncoming highway

22 figure group above highway heading North

22 figure group above highway heading South

sign and flowers above oncoming highway



sign and flowers above oncoming highway

22 figure group above highway heading North

OPTION 1

‘We Are Tamarac’

Overpass Artwork • sign and flowers on left • 22 figures on right

(VIEW ABOVE IS LOOKING NORTH groupings reversed accordingly on other side of bridge for vehicles travelling SOUTH)



5 figure group above oncoming highway

22 figure group above highway heading North

22 figure group above highway heading South

5 figure group above oncoming highway



5 figure group above oncoming highway

22 figure group above highway heading North

OPTION 2

'We Are Tamarac'

Overpass Artwork • 5 figures and with sign and flowers on left • 22 figures on right

(VIEW ABOVE IS LOOKING NORTH groupings reversed accordingly on other side of bridge for vehicles travelling SOUTH)



6 figure group above oncoming highway

22 figure group above highway heading North

22 figure group above highway heading South

6 figure group above oncoming highway



6 figure group above oncoming highway

22 figure group above highway heading North

OPTION 3

‘We Are Tamarac’

Overpass Artwork • 6 smaller figures and sign on left • 22 figures and sign on right

(VIEW ABOVE IS LOOKING NORTH groupings reversed accordingly on other side of bridge for vehicles travelling SOUTH)



Title - TR12843 - Public Art: Woodlands Significant Sculpture Contract Award

Item No. 6 (h) on the Consent Agenda. (TR12843) A Resolution of the City Commission of the City of Tamarac, Florida, approving the Public Art proposal and concept by Roger Stoller, and execution of an agreement between the City of Tamarac and Stoller Studio, Inc.; attached hereto as Exhibit "2" and incorporated herein, to provide a work of art to be placed on the Woodlands Golf Course property, in the amount of \$200,000; providing for conflicts; providing for severability; and providing an effective date. - ***Community Development Director Maxine Calloway and Public Art Administrators George Gadson and Beth Ravitz***

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
❑ Memo	8/30/2016	Cover Memo
❑ Resolution	8/30/2016	Resolution
❑ Exhibit 1 - National Call to Artist	8/30/2016	Exhibit
❑ Exhibit 2 - Contract for Roger Stoller	8/30/2016	Exhibit
❑ Exhibit 3 - Sculptural Design for Woodlands Significant Sculpture	8/30/2016	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (16-08-003M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: August 29, 2016

FROM: Maxine Calloway,
Director of Community Development

RE: TR # 12843: Approval of
Agreement and Public Art
Proposal & Concept by Roger
Stoller for The Woodlands
Significant Sculpture

Recommendation:

The Director of Community Development recommends that the Mayor and City Commission approve the Agreement for the public art proposal and concept of Roger Stoller for placement on the Woodlands Golf Course Property at its September 14, 2016 meeting.

Issue:

The City's Public Art Committee is recommending the selection of Roger Stoller's public art proposal and concept for placement on the Woodlands Golf Course Property.

Background:

The City, through its Public Art Committee has facilitated the installation of several significant Public Art pieces throughout the community. In furtherance of the City's objective in branding the City as a public art destination, the Public Art Committee identified several new projects currently incorporated into the City's Capital Improvement Program for direct implementation citywide. One of the projects identified in the CIP is the Woodlands Significant Sculpture. On September 9, 2015, the City Commission approved the acceptance of a 20x30 foot easement from ClubLink US Corporation, grantor and owner of the Woodlands Golf Course property for the purpose of placing the significant sculpture.

On September 25, 2015, the City, through its Public Art Committee issued a National Call to Artists (see attachment), seeking an artist or artist team to create a significant sculpture on an easement secured on the Woodlands Golf Course Property, fronting Commercial Boulevard, just west of Rock Island Road. Based on the Call to Artists, The winning artist is expected to be awarded a \$200,000 Contract and the opportunity to place the first significant (in scale and cost) piece of art, fronting a heavily traveled right of way.

Over one hundred and forty two (142) artists responded to the City's Call to Artist on the November 2nd, 2015 due date. On March 15, 2016, the highest five (5) ranked entrants were invited to make presentations to the selection committee comprised of all members of the Public Art Committee, to provide additional information and display a maquette of the proposed work. The five (5) artists invited to make presentations were:

- Todd Frahm
- Roger Stoller
- Malcolm Robertson (Skype)
- Askan Osman (Skype)

- Gordon Huether

The Public Art Committee sitting as the selection committee initially determined that sculptor, Todd Frahm best met the needs and requirements of the City and made their recommendation to the City Commission at the April 25th, 2016 City Commission Workshop. The Mayor and Commission, during the April 25th, 2016 Workshop rejected the Public Art Committee's recommendation and directed the Public Art Committee to work with Roger Stoller on the submission of a vertical design that would capture the spirit and unique character of the community.

In accordance with Section 5-305(b)(3) of the City of Tamarac Code of Ordinances, the Public Art Committee is required to make recommendations to the City Commission on art and artist selections. The Public Art Committee, after reviewing and massaging several iterations of Roger Stoller's work, recommends the design (see attachment) and selection of Roger Stoller's proposal for placement on the Woodlands Golf Course property fronting on Commercial Boulevard, just west of Rock Island Road.

Analysis:

The City will enter into a contract with Stoller Studio, Inc./Roger Stoller ("Artist") in an amount not to exceed \$200,000 ("Agreement") for the design, fabrication and installation of the proposed sculpture (Work) as further outlined below:

- The Agreement is for \$200,000 to be paid based on certain deliverables as further outlined in the Agreement.
- The Artist will receive 15% or \$30,000 upon Notice to Proceed in order to commence design and fabrication of the Work.
- The City reserves the right to terminate the Agreement for convenience upon seven (7) days written notice by the City to the Artist. For such termination, the Artist will be paid its compensation for services performed to termination date.
- The Artist may, as part of the Agreement, be requested by the City with reasonable advance notice to discuss the Work with the general public and/or press/media representatives in special meetings scheduled for this purpose.
- The Artist shall be available at such time or times as may be agreed between the City and the Artist to attend inauguration or presentation ceremonies relating to the transfer of the Work to the City.
- The Artist is required to complete the design, fabrication, transportation and installation of the Work, in conformity with the Proposal and the project schedule (which will be incorporated as an attachment to the agreement) which allows for 1 to 3 months for engineering design development and 6 months for project implementation which includes fabrication, community consultations, if any, delivery and installation.
- The Artist is required to carry the appropriate insurance and levels as determined by the City.

- The City is responsible to maintain and repair the Work after the Work is accepted by the City.

City support of this initiative is consistent with the City's Strategic Plan, Goal #5:

"The City of Tamarac will provide resources, initiatives and opportunities to continually revitalize our community and preserve the environment".

Fiscal Impact:

The project is budgeted in the amount of \$175,000 in Project PA15F and included in the City's adopted Capital Improvement Program. The increase of \$25,000 for the contract total of \$200,000 will be taken from the Public Art fund reserve account. The Public Art Program is funded by and through a public art fee generated from the construction value of improvements to real property in the City. As such, funds are generated on a continuous basis, and will be available in the Public Art Program to cover all costs associated with funding the Agreement.



Maxine Calloway,
Community Development Director

Attachments: Temporary Resolution No. 12843
 Exhibit "1" - National Call to Artists
 Exhibit "2" - Contract for Roger Stoller
 Exhibit "3" - Sculptural Design for Woodlands Significant Sculpture

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE PUBLIC ART PROPOSAL AND CONCEPT BY ROGER STOLLER, AND EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF TAMARAC AND STOLLER STUDIO, INC. ATTACHED HERETO AS EXHIBIT "2" AND INCORPORATED HEREIN, TO PROVIDE A WORK OF ART TO BE PLACED ON THE WOODLANDS GOLF COURSE PROPERTY, IN THE AMOUNT OF \$200,000; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to encourage and promote public art within the City; and

WHEREAS, the City is implementing a significant sculpture public art installation on the Woodlands Golf Course Property fronting Commercial Boulevard, west of Rock Island Road ; and

WHEREAS, On September 9, 2015, the City Commission approved Resolution R2015-76, accepting a 20x30 foot easement from ClubLink US Corporation, Grantor and Owner of the Woodlands Golf Course property for the purpose of placing the significant sculpture; and

WHEREAS, the City of Tamarac issued a National Call to Artists entitled "Tamarac Significant Sculpture" for an artist to create a permanent original sculpture on the Woodlands property , attached hereto as Exhibit "1" and incorporated herein; and

WHEREAS, on March 15, 2016, the highest five (5) ranked entrants were invited to make presentations to the Public Art Committee to provide additional information and display a maquette of the proposed work; and

WHEREAS, The Public Art Committee sitting as the selection committee determined that Artist, Roger Stoller best met the needs and requirements of the City; and

WHEREAS, in accordance with Section 5-305(b)(3) of the City of Tamarac Code of Ordinances, the Public Art Committee recommends that Roger Stoller be selected to fabricate, deliver and install the work of art, to be located within the easement on the Woodlands Golf Course Property fronting Commercial Boulevard; and

WHEREAS, the Public Art Committee and Roger Stoller have agreed upon a contract price of \$200,000 for the project; and

WHEREAS, the Director of Community Development and the Public Art Committee recommend that the appropriate City Officials execute an Agreement with Stoller Studio Inc./Roger Stoller; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the public art concept and proposal by Roger Stoller, attached hereto as Exhibit "3" and incorporated herein, to be placed within the easement on the Woodlands Golf Course Property fronting Commercial Boulevard for a contract price of \$200,000; a copy of said Agreement is included herein as Exhibit "2" (attached hereto, incorporated herein, and made a specific part thereof).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: It is hereby found and determined that the approval of the public art concept and proposal by Roger Stoller will be in the best interest of the City of Tamarac and the residents and businesses located within the described area.

SECTION 3: The appropriate City officials are hereby authorized to execute an Agreement with Stoller Studio, Inc./Roger Stoller for a contract price of \$200,000, a copy of said Agreement is attached hereto as Exhibit "2".

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PASSED, ADOPTED AND APPROVED this day of , 2016.

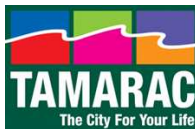
HARRY DRESSLER,
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as to
form.

SAMUEL S. GOREN,
CITY ATTORNEY



TAMARAC REQUEST FOR PROPOSAL
DEADLINE: Monday, November 2, 2015

NAME: Tamarac Signature Sculpture
LOCATION: Rock Island Road and Commercial Boulevard
DUE DATE OF APPLICATION: Monday, November 2, 2015
PROJECT BUDGET: Budget of \$200,000

ARTWORK DESCRIPTION, SCHEDULE AND BUDGET

Public Art Project Description

The City of Tamarac, Florida is seeking to commission an artist or artist team to create an artwork of significant size and quality to be located on the Woodlands Country Club property fronting on West Commercial Boulevard, just west of Rock Island Road, in Tamarac, Florida. The artwork should reflect the spirit of Tamarac and be impactful to pedestrians and passerby traffic both day and night at this high traffic roadway. Three artists will be selected as semi-finalists to develop and present design proposals. Each will receive a \$1,500 stipend. The winning artist will be awarded a \$200,000 contract and will be responsible for the creation and installation of the final work.

The application deadline is Monday, November 2, 2015 and is open to all professional artists nationwide with experience working with public agencies and professional engineers.

Qualities of Artwork

This Request for Proposal is emphasizing the City of Tamarac's desire to commission artwork that represents its changing community and depicts the city's mission as 'The City for Your Life'. Once known for its retirement community, Tamarac has now evolved into a City of families and youth. The artwork must be capable of "holding its own" as it will be Tamarac's Signature Sculpture that will help define the City.

The artwork should be durable and require minimal ongoing maintenance. South Florida has a sub-tropical climate and is hot and humid with an intense sun and seasonal heavy rain. Problems with rust and fading should be avoided. The sculpture should be designed and constructed in accordance with the Florida Building Code. The artwork must be self-supporting on an open landscape or hardscape and be large in scale, with no less than 10 feet in height. The orientation of the sculpture can be horizontal or vertical in the 30 feet by 20 feet designated area and must maintain a minimum of 3 feet access on all sides.

Description of Location

The sculpture will be located at the Woodlands on West Commercial Boulevard. The Woodlands County Club property, developed in 1968, is a Golf Club Community designed after Palm Springs, California. It has more than 5,000 acres of land containing a housing community surrounded by fairways and beautifully wooded areas.



Eastward View of Site

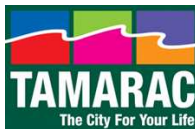
Artist Requirements Once Selected:

- Transportation and off-truck loading of the artwork to the specific site in Tamarac;
- Installation of the artwork;
- One public lecture in Tamarac;
- Design development and modifications with drawings and/or models sufficient to secure to approval of the Public Art Committee and the City Commission.
- Construction documents signed by a Florida engineer
- A minimum of three meetings with the Public Art Committee to discuss aspects of artwork: either via phone or in person.
- Professional photos of the sculpture for publication and marketing.

Highlights from the following will be required in the contract (see attached draft contract in substantial form as required if selected) :

- Indemnify, and hold the City of Tamarac harmless from any and all claims and damages
- Liability and other insurance.

The City reserves the right to modify the draft contract provided with this RFP.



Anticipated Art Project Schedule

- Artist Applications Due: Monday, November 2, 2015
- Shortlisting: December 2015
- Artist Selection: Tuesday, December 15, 2015

Notification:

- City Commission Approval: January 2016 (Subject to Change)
- Artwork Permitting/Installed: October 2016
- Dedication Ceremony: October 2016

Artwork Budget

The budget for the project established is \$200,000. The budget includes all cost, i.e. research, community and agency meeting cost, design, materials, permitting as needed, fabrication, installation, photography, insurance, proposals, travel, sales taxes, lighting, concrete pads, labor, structural engineering, and transportation.

ARTIST ELIGIBILITY

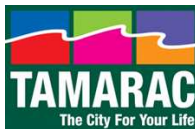
The project is open to all professional visual artists or artist team in the United States. Artists/artist teams should have experience implementing their ideas and work in the public realm with government agencies. Artist/Artist teams must be able to effectively work within the project timeline and collaborate with the Architects of Record, General Contractors, multiple Governmental Agencies, Community Groups, City Staff and the Public Art Committee whenever it is required. *Artist or Professional Artist* means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of a person's status as a professional artist include, but are not limited to, income realized through the sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.

Artists are NOT eligible who are immediate family or business partners of members of the Public Art Committee or program staff, or whose art work already exist in the City's public art inventory.

Selection Process

The Tamarac Public Art Committee manages the application process and will review the proposals. The committee includes arts professionals and community representatives, and City Staff. The committee will review the submissions and invite a short list of three (3) semi-finalists to be interviewed. Each semi-finalist will be awarded a \$1,500 stipend for development of a proposal, travel and overnight accommodations, if necessary for presentation to the Public Art Committee. The Committee will award the final contract based on its evaluation of the artwork proposal, experience of artist and references. The committee reserves the right to withhold the commission award if it should not find a satisfactory artwork.

All submitted complete applications will be reviewed. Applications not meeting the submission guidelines will not be considered.



Criteria for Selecting Proposals

All artists must meet the guidelines of the program.

1. Artistic merit of concept.
2. Style and Appropriateness: Artwork should demonstrate that it is compatible in relationship to the landscape and Tamarac Community.
3. Technical Considerations and Feasibility: Including the artist's artistic history and experience in completing public art projects within the timeline and budget, as well as the sustainability of the project.
4. Safety and Maintenance: Artwork should be durable, meet the requirements of insurance policies and be resistant to theft and/or vandalism. Materials should require minimal periodic maintenance and be readily available if conservation or restoration is necessary.
5. Diversity: Reflects the overall project goal to strive for diversity in style, scale, media and artists working in traditional and contemporary art forms.

Application Requirements

All submissions must be done via CAFÉ at www.callforentry.org

Shortlist/Second Selection

Upon review of all the proposals submitted through CAFE, three semi-finalists artists will be selected to submit the following information. The final Artist will be selected from these requirements.

Please submit the following:

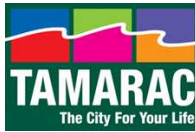
1. **Proposed concept 3D Digital Model or Maquette.** Model must include a scaled plan of the proposed location, and a plan dimensioned elevation of the concept. Model must also include perspectives of the concept, information regarding materials, weights, colors and any other relevant details.
2. **Site Plan.** Plan must include perspective drawing between artwork and sidewalk or other public space, and show all design features to create a space with foreground and backdrop for artwork. Site plan shall also show pedestrian access to the artwork and hide light fixtures shining on artwork from public view.
3. **Project Maintenance Instructions**
4. **An Itemized Project Budget.**

All items become the property of the City of Tamarac.

Questions:

All questions must be submitted to gadsonravitz@gmail.com AND maxine.calloway@tamarac.org no later than Monday, October 12, 2015.

Website for City of Tamarac: <http://www.tamarac.org/>

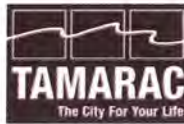


Tamarac Public Art Committee

Tobey Archer, Chair
Susan Buzzi, Vice Chair
Rowena Smith
Brian Zambrano
Phil Prentice

The Community: Tamarac, Florida

Tamarac is a unique city that has been built through a strong and dedicated community spirit, good land use planning and prudent management of municipal resources. Since its incorporation in 1963, Tamarac has prospered and grown into a full service city. Tamarac is approximately 12 square miles located in central Broward County. The approximate population of the City is 60,000. The City of Tamarac constantly strives to meet the needs and improve the health, welfare and safety of its residents. Tamarac prides itself on being a government that is responsive to its residents and is “Committed to Excellence....Always.”



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
STOLLER STUDIO, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Stoller Studio, Inc., a California Corporation with principal offices located at 198 Lucero Way, Portola Valley, California 94208, (the "Artist") to provide for the design and fabrication of significant sculptured artwork on the Woodlands Country Club property at the west of the intersection of Rock Island Road and Commercial Boulevard, Tamarac, Florida.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

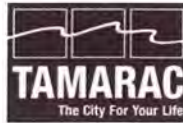
1) The Contract Documents

The contract documents shall consist of this Agreement, Call to Artists Titled "Tamarac Significant Sculpture, Rock Island and Commercial Boulevard" dated November 2, 2015, including all conditions therein (including any General Terms and Conditions, Supplementary Conditions, Statement of Work, charts, surveys, maps, or any other provisions contained within the document), any and all addenda, Proposal entry executed and submitted by the Artist, and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

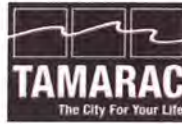
2.1. The Artist shall perform the following Scope of Work under this Agreement as set forth below:

2.1.1 As used in this Agreement, unless the context otherwise requires: "Work" means the work of art consisting of the significant sculpture to be located at the west of the intersection of Commercial Boulevard and Rock Island Road on the Woodlands Country Club property, Tamarac, Florida, as ultimately conceived, designed, fabricated, transported, delivered and installed by the Artist consistent with the final design proposal, project schedule and cost proposal approved and accepted by the City as required by this Agreement (collectively referred to as the "Design Proposal") to be attached to and made



a part of this Agreement as Exhibit "A" as well as the specifications and engineering drawings provided by the Artist to the City after approval by the City of the final Design Proposal (collectively referred to as the "Engineering Drawings.") to be attached to and made a part of this Agreement as Exhibit "B". Except as set forth below, the Work includes all physical components of the complete Work including but not limited to mounting brackets or devices, and other miscellaneous components necessary to complete the fabrication and installation of the Work as initially proposed.

- 2.1.2** The Artist and/or its authorized agents and representatives shall perform all services and furnish all supplies, material and equipment as necessary for the design and fabrication of the Work by the Artist and its transportation and delivery to and installation at the Site consistent with the Design Proposal and Engineering Drawings as approved by the City, including but not limited to payment for insurance, supplies, materials, small tools, equipment. Except as otherwise stated in this Agreement, the Artist shall, either directly or through qualified sub-contractors to be hired by the Artist, undertake the transportation and delivery of the Work to the Site and installation of the Work at the Site.
- 2.1.3** The Artist shall determine the artistic expression, scope, design, color, size, material, and texture of the Work as set forth in the Design Proposal and Engineering Drawings subject to review and written acceptance by the City on a timely basis as set forth in this Agreement.
- 2.1.4** The Artist shall at the Artist's sole expense obtain all licenses and approvals required with respect to the fabrication and its obligations for installation of the finished Work at the Site, including the written approval from the City of Tamarac certifying the structural compliance of the Work with applicable, legally mandated building codes that may be required.
- 2.1.5** The City shall provide the Artist with copies of all pertinent information relating to all such applicable city laws, ordinances, statutes, codes, regulations, and/or requirements referenced in this Agreement upon request and on a timely basis.
- 2.1.6** It is understood and agreed that immediately upon execution of this Agreement, the City shall appoint in writing an individual to serve as the City's authorized representative for purposes of administering this Agreement, and that the City's authorized representative shall be the primary contact for such purposes. It



is expressly agreed that the Artist also may discuss the Work or its requirements with various departments of the City but any approvals required under this Agreement must be obtained in writing from the City or its authorized representative. Email constitutes writing for such purposes.

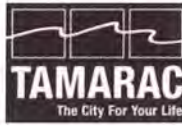
- 2.1.7** Artist shall appoint an authorized representative for administering the Agreement on behalf of the Artist and shall be the City's primary contact for obtaining any and all necessary approvals from the Artist. All approvals required must be authorized in writing by the Artist or its authorized representative. Email constitutes writing for such purposes.

2.2 Preparation of Engineering Drawings and Commencement of Work

- 2.2.1** Upon execution of this Agreement and issuance of a written Notice to Proceed by City, which shall be issued upon approval and acceptance of the final Design Proposal by the City, consistent with the requirements of this Agreement, and upon the Artist's receipt of the first installment payment from the City in accordance with this Agreement, the Artist shall commence preparation of the Engineering Drawings, complete final planning, cad drawings and permitting. The Artist shall avoid specifying in the Design Proposal and in the Engineering Drawings any materials or finishes known to be hazardous or potentially hazardous.

2.3 Fabrication

- 2.3.1** Upon approval of Engineering Drawings and other plans by the City, the City or its authorized representative shall issue a written Notice to Proceed to begin the fabrication process. At this point, Artist shall be responsible to procure all necessary supplies and materials necessary for the fabrication of the Work. The City shall have reasonable access to review the Artist's Work in progress at the Artist's place of business, or the Artist's staging area for work, at mutually convenient dates and times to be scheduled in advance taking into account the Artist's schedule and commitments and the City's schedule and commitments.
- 2.3.2** The Artist shall complete the design, fabrication, transportation and installation of the Work in conformity with the Design Proposal and Engineering Drawings approved by the City, which are attached hereto and made a part of this Agreement as Exhibits "A" and "B", respectively.



2.3.3 Any material changes proposed by the Artist in the scope, design, color, size, material or texture of the Work as depicted in the Design Proposal and the Engineering Drawings shall be presented to the City for approval in writing prior to implementation. A change shall be deemed "material" if it alters the form, fit or function of the Work, or modifies its dimensions by more than ten percent (10%). Any such change shall be evidenced by the execution of a written amendment or change order to this Agreement signed by both parties.

2.3.4 Once the Work has been fabricated, the Artist shall submit a report to the City, accompanied by photographs, slides, or other acceptable documentation substantiating that the fabrication of the Work has been completed in accordance with the Design Proposal and Engineering Drawings. The report shall include plans for installation and a description of all activities requiring coordination with the City and City's Engineer.

2.4 Delivery and Installation

2.4.1 The Artist is responsible for the delivery and installation of the Work.

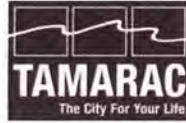
2.4.2 The Work shall not be delivered to or installed at the Site until the Artist has received written approval from the City or its authorized representative that the Work has been completed according to the approved Design Proposal and Engineering Drawings.

2.4.3 The Artist shall make arrangements for access to the Site for delivery and installation of the Work with the City or its authorized representative and the City's Engineer.

2.4.4 Following delivery of the Work, the Artist shall install the Work at the Site consistent with the Engineering Drawings and shall approve and submit all required documentation and information to the City on a timely basis. The Artist shall be responsible for all expenses, labor and equipment incurred in connection with delivery of the Work and for Site preparation and installation of the Work.

2.4.5 The Artist shall exercise commercially reasonable efforts to limit construction operations to the Site unless otherwise approved by the City or its authorized representative. The Artist shall not perform operations of any nature on, over or across premises owned or leased by third parties, except such operations as are specifically authorized in plans or specifications or as authorized by the City or its authorized representative.

2.4.6 The Artist and the City shall take all steps necessary to protect



adjoining property and nearby buildings, roads and public streets or roads from dust, dirt, rubbish or other nuisance arising out of their respective operations at the Site or its storage practices during Site work and delivery and installation of the Work at the Site.

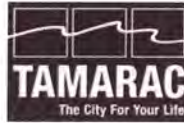
Additionally, Artist shall utilize commercially acceptable methods to maintain the artwork and the work site during installation in a safe and secure manner, in order to protect against injury and vandalism. In the event of a predicted storm event, Artist shall take all necessary precautions to remove any loose materials at the job site within a period of twenty-four (24) hours prior to any such predicted storm event.

2.4.7 The Artist shall insure that the Site is clean, free of dirt and dust, construction debris, and trash during installation, and at other times when directed by the City. At all times while finish work is being accomplished, the Artist shall insure that the Site is clean, free of dust, construction debris and trash. Directly upon completion of the Work, the Artist shall remove from the Site all of their respective equipment and any waste materials not previously disposed of, leaving the Site clean and ready for the City's final inspection.

2.4.8 Delivery and installation of the Work shall be in conformance with all applicable federal, state, county, and municipal laws, including any applicable health, safety, and fire regulations.

2.5 Post-Installation

2.5.1 Except as set forth below, the risk of destruction or damage to the Work or any part thereof shall be borne by the Artist until written acceptance of the Work. Accordingly, except as set forth herein, the Artist shall at its sole cost and expense, rebuild, repair and restore damage to any portion of the Work until written acceptance of the Work by the City. Notwithstanding the foregoing, after delivery of the Work to the Site and during installation and until final acceptance of the Work by the City as installed, under no circumstances shall the Artist be responsible for the cost of repair for any damage caused by job-site contractors or subcontractors hired by the City or otherwise not under the Artist's contractual control or supervision or in the event of vandalism or natural disasters resulting in damage to the Work or at the Site.



- 2.5.2** Upon installation of the Work, the Artist shall provide and submit all information on the Work as may be requested by the City for its files, including but not limited to technical and maintenance information and "As Built" drawings, photographs, plans, all required warranties as may be applicable, for use in maintaining and repairing the Work, information regarding copyright of the Work by the Artist, updated biographical information, and a statement regarding the Work.

2.6 Artist's Representations to the City

- 2.6.1** The Artist represents and warrants to the City that the fabrication and installation of the Work will be performed in a workmanlike manner and that the Work will be free of defects in workmanship or materials consistent with the final Design Proposal, Engineering Drawings and plans approved by the City and that the Artist will, at the Artist's own expense, remedy any defects due to faulty workmanship or materials that arise within a period of three years from the Completion Date and the date the Work is finally accepted by the City. Any and all such repair shall be completed by the Artist in a proper, workmanlike manner consistent with the Technical and Maintenance Record and the "As-Built Drawings" which shall be delivered to the City prior to final completion of the project.
- 2.6.2** Warranties provided to the Artist by the sub-contractors, if any, shall be for at least one year from the date of final acceptance by the City. All warranties related to the Work performed by sub-contractors under this Agreement are hereby incorporated by reference and are considered to define the extent and limitations of warranties extended by the Artist to the City.
- 2.6.3** The Artist represents and warrants to the City that the Work will not require maintenance substantially in excess of that described in the maintenance recommendations set forth in the "As-Built Drawings" provided by the Artist to the City pursuant to this Agreement.
- 2.6.4** The Artist represents and warrants to the City that the Work will not contain sharp points or edges which may pose a danger to the public and the Artist agrees to cooperate in making or permitting adjustments to the Work if necessary to eliminate any sharp points or edges which become apparent within one year of the date the Work is finally accepted by the City.
- 2.6.5** The Artist represents and warrants to the City that the Work is solely the result of the artistic efforts of the Artist and that it will be

installed free and clear of any liens, claims or other encumbrances of any type from any source whatsoever.

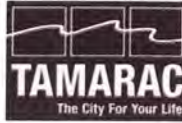
2.6.6 The personal skill, judgment and creativity of the Artist are essential elements of this Agreement. Therefore, although the parties recognize that the Artist may employ qualified personnel to work under the Artist's supervision, the Artist shall not assign, transfer or subcontract the creative and artistic portions of the Work to a person other than the Artist without the prior written consent of the City's authorized representative.

2.6.7 The Artist represents and warrants to the City that the Work will be a unique placement and the sculptures in the Work do not infringe upon any copyright. The Artist will not execute or authorize another to execute a duplicate Work consisting of a sculpture of the exact same design and dimensions as the Work for placement anywhere in the State of Florida. In view of the intention that the final Work shall be unique and shall constitute the artistic expression of the Artist, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Work, with the exception of any model(s) used in the process of developing the approved artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from making two dimensional reproductions of the Work for any purpose or from creating future artworks in the Artist's manner and style of artistic expression for any purpose. For the purposes of this warranty, if the dimensions of another artwork exceed 75% of the dimensions of the commissioned Work, the other artwork shall be deemed to be of the same dimensions as the commissioned Work. This warranty shall continue in effect for a period consisting of the life of the Artist plus 50 years and shall be binding on the Artist's heirs and assigns.

2.6.8 The Artist agrees that the Artist or other's acting on behalf of the Artist will not make reference to or reproduce the Work, or any portion thereof, in a way which reflects discredit on the City or the Work.

2.7 City's Responsibilities

2.7.1 Upon request by the Artist, the City shall furnish the Artist, at no cost to the Artist, the following information or services, provided however that the City does not guarantee the accuracy of information provided and assumes no liability therefore:



One (1) copy of all available data pertinent to the Work, and information relative to code requirements, policies, standards, criteria, and studies relating to the Work. However, the Artist shall be responsible for searching the records and requesting the information required.

2.7.2 The City shall promptly examine all materials and information submitted by the Artist to the City for approval and acceptance and shall take all actions and render all decisions promptly to avoid unreasonable delay in the progress and acceptance of the Design Proposal, Engineering Drawings and the Artist's Work. The City shall keep the Artist advised concerning the progress of the City's review of any and all materials and information submitted by the Artist to the City and of the Work. Response by the City to the Artist's written request for decisions shall be made as soon as possible but in any event within the timeframes mandated by this Agreement.

2.7.3 The City shall pay the Artist on a timely basis in accordance with the Local Government Prompt Payment Act, Section 218.70, *Fla. Stat, et. seq.*, and the terms and conditions of this Agreement and shall not modify, repair or use the Work or the Artist's name in any manner that reflects discredit on the Work or on the name of the Artist or on the reputation of the Artist.

2.7.4 In view of the parties' intention that the Work shall constitute the artistic expression of the Artist and that all right, title and interest in and to any and all intellectual property associated with the Work shall not make and shall not permit any third party to make, any additional, exact duplicate three-dimensional reproductions of the final Work, including but not limited to any sculptures, except with the written permission of the Artist. Notwithstanding the foregoing, the City may make and use two-dimensional reproductions of the Work with proper attribution to the Artist and the Artist for non-commercial publicity purposes to promote the Work as set forth herein. Two dimensional reproductions will not be sold by City without written permission of the Artist.

2.8 Repair and Restoration

Except as otherwise set forth in this Agreement, maintenance of the Work after installation of the Work at the Site and the City's written acceptance of the Work shall be the responsibility of the City. The City shall maintain the Work and/or make minor or emergency repairs without the Artist's approval or consultation, provided such work is performed in accordance

with recognized principles of conservation as determined by the Artist. It will be policy of the City to consult with the Artist regarding repairs and restoration which are undertaken during the Artist's lifetime when that is practicable only when such work does not comply with the maintenance guidelines provided by the Artist. To facilitate consultation, the Artist will notify the City of any change in the Artist's permanent address. If the Artist is unable or unwilling to perform any necessary repairs or restoration, the City will cause to have such work performed at the City's own expense in accordance with the Artist's the specifications for maintenance and repair contained in the Technical and Mechanical Record and in the "As-Built Drawings" to be provided by Artist to City prior to final completion of the project. It is expressly acknowledged and agreed by the parties that due to the materials used in the fabrication of the Work, its size, weight, mass and location, a failure by the City to maintain and/or repair the Work in accordance with the maintenance and repair specifications provided to the City by the Artist in the "As Built" Drawings and Technical and Maintenance Record may result in a loss of structural integrity that may pose a hazard to public health and safety over time.

2.9 Removal or Restoration

Notwithstanding any provision of law, the parties agree that removal, destruction or relocation of the Work may occur. While it is the City's intent to permanently retain and publicly display the Work it has acquired through the Public Art program, circumstances may arise that would make it prudent for the City to remove the Work from public display. The Artist hereby acknowledges that the Work when installed, will be incorporated within and made a part of the Site in such a way that removing the Work from the Site, or destruction or modification of "Site" may cause the destruction, distortion or mutilation, of the Work. The Artist hereby acknowledges that the Work, when installed, will be the property of the City. The Artist therefore agrees that the City shall have absolute right incidental to its ownership of the Site and the Work to remove, relocate, replace, transport, transfer, sell, or store the Work, (such actions being referred to herein as "Removal"), , the Work at such times as the City shall deem necessary in order to exercise its powers and responsibilities with respect to the Site. The City shall notify the Artist in writing no less than 90 days in advance of such removal. In the event of any damage whatsoever to the Work, the Artist reserves the right to withdraw attribution of the Work to the Artist. In the event the city determines that it would like to destroy the Work, City will notify Artist in writing and make a diligent effort (via return receipt, e-mail, telephone, on-line notice from air courier web-site, or other verifiable notification method) to receive confirmation that this communication was received. Artist will have 90 days from the date such notification is received by Artist to take

possession and remove Work at Artist's expense, in which case City will assign ownership of Work back to Artist at no cost. If Artist does not respond within the 90 day period, or cannot be reached after diligent effort by City to reach Artist within this time period, the City is free to proceed in destruction of the Work.

2.10 Public Hazard

In the event that the City determines that the Work presents an imminent hazard to the public, the City may authorize the removal of the Work without approval of the Artist. The Artist shall be notified within thirty (30) days of such action, and the City shall then consider options for the final disposition, repair, reinstallation, maintenance or deaccession of the Work. In the event of any damage whatsoever to the Work or deaccession of the Work, the Artist reserves the right to withdraw attribution of the Work to the Artist.

2.11 Traffic Control (if Applicable) and Working Hours

2.11.1 In the event that the work under this Agreement requires blocking of any thoroughfare, highway or street, the Artist shall be responsible for maintaining all traffic controls during the entire period of the project. All traffic controls shall conform to the Manual of Uniform Traffic Control Device (MUTCD) and Florida Department of Transportation Roadway and Traffic Design Standards, latest edition and must be approved by the City in advance. At all times, at least one lane shall be kept open with adequate and legal traffic controls. Work shall be avoided during peak traffic hours. Working hours are set between 8 AM to 4 PM. Any deviation shall be approved in advance by City as well as FDOT, and Broward County if applicable.

2.11.2 The Artist shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities. City will inform Artist of all such requirements, permits, etc., within thirty (30) days of the final execution date of this Agreement.

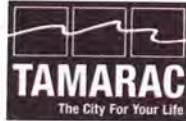
2.11.3 Road closure will not be permitted without written approval of the Engineer/Project Manager.

2.11.4 Pricing provided by Artist under this Agreement shall include all costs relating to the Maintenance of Traffic, if applicable to this project, including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc. Alternatively, the Artist may provide a lump

sum cost to cover all aspects of required Maintenance of Traffic if applicable to the project. City shall make a diligent effort to provide Artist with information regarding any and all costs the City expects the Artist to incur which Artist will be required to include in the Work budget related to the selection of City's designated site. Such costs will be estimated by the City and sent to Artist in writing before the final Work budget becomes part of this Agreement. In the event costs may arise later, in relation to this project, Artist and City shall have the opportunity to review such costs, and costs determined to be legitimate shall result in the amendment of the Work budget by issuance of a Change Order to this Agreement.

3) Intellectual Property Rights and Ownership

- 3.1** Unless otherwise expressly agreed to in writing by the City, ownership of all art acquired through expending funds in the public art fund shall be vested in the City, which shall obtain title to each work of art. Additionally, all Engineering Drawings, photographs, shop drawings, plans, materials and specifications shall become the property of the City upon completion of the project, and shall be delivered to City prior to completion of the Agreement. Artist shall provide a waiver of rights. Title to the Work shall pass to the City upon written notice to the Artist of final acceptance of the Work and complete payment to Artist payment to Artist under this Agreement after installation at the Site.
- 3.2** It is expressly understood and agreed that the Artist retains: (1) all right, title and interest in all intellectual property associated with the Work, including but not limited to all rights to the design of the Work, all rights to all copyrights with respect to the Work under the Copyright Act of 1976, 17 U.S.C. & 101, et seq., as amended by the Visual Artists Rights Act of 1990, and any successor act, and all moral rights; and (3) all rights expressly granted in this Agreement.
- 3.3** The Artist hereby grants the City the sole and exclusive right to display the Work, and two-dimensional reproductions of the Work, and upon the prior consent of the Artist, which consent shall not be unreasonably withheld, to loan the Work and such reproductions to others with authority to display it publicly with proper attribution to the Artist. Except for those rights retained as provided herein, the Artist agrees that the Artist shall not undertake any public display of the Work in a three dimensional form.
- 3.4** With the Artist's prior, written consent, the Artist hereby authorizes the City to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Work for educational, public relations, arts promotional, non-commercial purposes. For the purposes of this

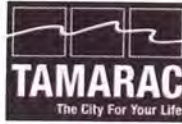


Agreement, the following are among those deemed to be reproductions for non-commercial purposes: brochures and pamphlets pertaining to the City; reproduction in exhibition catalogues, books, slides, photographs and in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational nature; electronic media and television from stations operated for educational purposes. On any and all such reproductions, the City shall place a copyright notice in the form and manner required to protect the copyright in the Work under the United States copyright law, the Berne Convention and any and all copyright international conventions as may be enacted and/or amended from time to time.

- 3.5 All references to the Work and all reproductions of the Work shall credit the Work to the Artist unless the Artist makes a specific written request to not include the Artist as part of the credit.
- 3.6 The Artist agrees that all formal references to the Work and noncommercial reproductions of the Work under the Artist's control shall include the following credit line: "A Public Art Commissioned for the City of Tamarac, Florida."
- 3.7 The Artist also shall be available at such time or times as may be agreed between the City and the Artist to attend inauguration or presentation ceremonies relating to the final installation of the Work and the transfer of title to the Work to the City. The City shall use its best efforts to arrange for publicity for the completed Work in such art publications and otherwise as may be determined between the City and the Artist as soon as practicable following installation. The Artist shall be entitled to be reimbursed by the City for travel and expenses for Artist for such events in accordance with the City's standard travel policies and procedures.
- 3.8 The Artist may, as part of this Agreement, be requested by the City with reasonable advance notice to discuss the Work with the general public and/or press/media representatives in special meetings scheduled for this purpose. Scheduling of all such requests shall take into account the Artist's schedules and commitments and may occur as agreed by the parties in writing. The Artist shall be entitled to be reimbursed by the City for travel and expenses for such events in accordance with the City's standard travel policies and procedures.

4) **Contract Sum**

The City agrees to pay ARTIST a fixed sum of Two Hundred Thousand Dollars and no cents (\$200,000.00) for work completed under this Agreement.



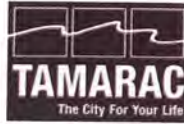
5) Payments

Payment shall be paid in the following installments, expressed as percentages of the fixed price, each installment to represent full and final payment for all services and material provided to payment thereof.

- 5.1** 15% (\$30,000.00) upon Notice to Proceed by the City's Project Manager or designated representative and the Artist's submission to the City of any executed contracts with subcontractor, proof of subcontractor's performance and payment bond as may be applicable to this project, and all other insurance as required herein.
- 5.2** 25% (\$50,000.00) upon the date on which the Artist notifies the City that the Work is 25% complete. The Artist shall provide photographs to verify completion.
- 5.3** 25% (\$50,000.00) upon the date on which the Artist notifies the City that the Work is 50% complete. The Artist shall provide photographs to verify completion.
- 5.4** 25% (\$50,000.00) upon the date on which the Artist notifies the City that the Work is 75% complete. The Artist shall provide photographs to verify completion.
- 5.5** 10% (\$20,000.00) within 30 days of final acceptance of the Work by the City's Project Manager and submission of the Documentation Worksheet, Warranty of Title, and receipt of all additional documentation as required under "Post Installation Requirements, Section 2.52 of this Agreement, to the City's Project Manager.
- 5.6** The City reserves the right to review and inspect all work incorporated into the project, and shall only pay for work approved by the City. This provision shall be subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

6) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Artist is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Artist shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Artist's activities and responsibilities hereunder provided, further that



administrative procedures applicable to services rendered under this Agreement shall be those of Artist, which policies of Artist shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Artist's funds provided for herein. The Artist agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Artist and the City and the City will not be liable for any obligation incurred by Artist, including but not limited to unpaid minimum wages and/or overtime premiums. Artist's Insurance.

7) Insurance and Indemnification

7.1 Artist's Insurance

Prior to commencement of any work pursuant to this Agreement, Artist shall obtain at Artist's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Artist shall maintain such insurance in full force and effect during the life of this Agreement. Artist shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Artist shall indemnify and save the City harmless from any damage resulting to it for failure of either Artist or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Artist agrees to maintain during the term of this contract:

Line of Business/ Coverage	<u>Limits</u>	
	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000
Including:		
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory	

If the Artist has no employees as defined by Florida Statutes and Regulations, and the Artist submits a letter so stating, this requirement may be waived in

writing by the City; however, Artist shall be responsible for obtaining a waiver for Worker's compensation coverage from the State of Florida Division of Workers' Compensation.

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Artist nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Artist will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City a sixty (60) day notice prior to cancellation.

The Artist's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Artist's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Artist shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Artist purchase a bond to cover the full amount of the deductible or self-insured retention. If the Artist is to provide professional services under this Agreement, the Artist must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

7.2. Indemnification

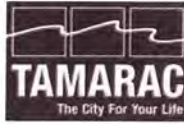
- 7.2.1** The Artist shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Artist or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the

termination hereof.

- 7.2.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.2.3** The Artist shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.2.4** The City and Artist recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Artist and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Artist. Furthermore, the City and Artist understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Artist's responsibility to indemnify.
- i. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Artist under the indemnification agreement.
 - ii. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8) Non-Discrimination & Equal Opportunity

The Artist is an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability. The Artist will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Artist shall agree to post in conspicuous places, available



to employees and applicants for employment, appropriate legal notices as required by law.

The City is an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability. The City will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City shall agree to post in conspicuous places, available to employees and applicants for employment, appropriate legal notices as required by law.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

ARTIST

Mr. Roger White Stoller
Stoller Studio, Inc.
198 Lucero Way
Portola Valley, CA 94028
Telephone: (650) 854-4162
E-mail: roger@stollerstudio.com

10) Termination

10.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Artist for such termination in which event the Artist shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Artist abandons this Agreement or causes it to be terminated, Artist shall indemnify the city against loss pertaining to this termination.

10.2 Default by Artist: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Artist neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Artist of written notice of such neglect or failure.

10.3 Default by City: In addition to all other remedies available to the Artist, this Agreement shall be subject to cancellation by the Artist for cause, should the City neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by City of written notice of such neglect or failure.

11) Public Records

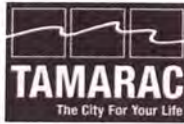
11.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

11.1.1 Keep and maintain public records required by the City in order to perform the service;

11.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

11.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

11.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public



records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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.

- 11.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

12) PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

13) Uncontrollable Forces

- 13.1 Neither the City nor Artist shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 13.2** Neither party shall, however, be excused from performance if remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Should the City terminate this Agreement due to lack of funding, work by Artist which has been completed and stored up to the date of termination shall be paid to Artist based on actual time and materials utilized to that date.

15) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

16) Signatory Authority

The Artist shall provide the City with copies of requisite documentation evidencing that the signatory for Artist has the authority to enter into this Agreement.

17) Severability; Waiver of Provisions

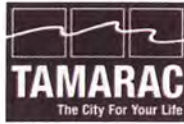
Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18) Merger; Amendment

This Agreement constitutes the entire Agreement between the Artist and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Artist and the City.

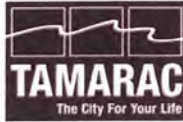
19) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results



from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and ARTIST, duly authorized to execute same.

CITY OF TAMARAC

ATTEST:

Harry Dressler
Mayor

Patricia A. Teufel, CMC
City Clerk

Date:

Michael C. Cernech
City Manager

Date:

Date:

Approved as to form and legal sufficiency:

Samuel S. Goren, City Attorney

Date

ATTEST:

STOLLER STUDIO, INC.

Roger W. Stoller
Principal

Signature of Artist

Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

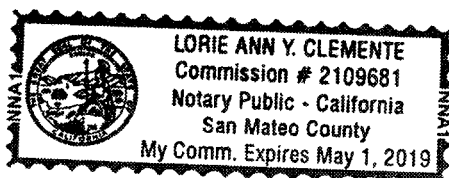
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Mateo)
 On August 17, 2014 before me, Lorie Ann Y. Clemente, a Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Roger W. Stoller
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lorie Ann Y. Clemente
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

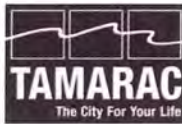
Description of Attached Document

Title or Type of Document: Agreement between the City of Pamarac and Stoller Studio Inc
 Document Date: August 17, 2014 Number of Pages: 23
 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Roger W. Stoller, Principal of Stoller Studio, Inc., a California Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

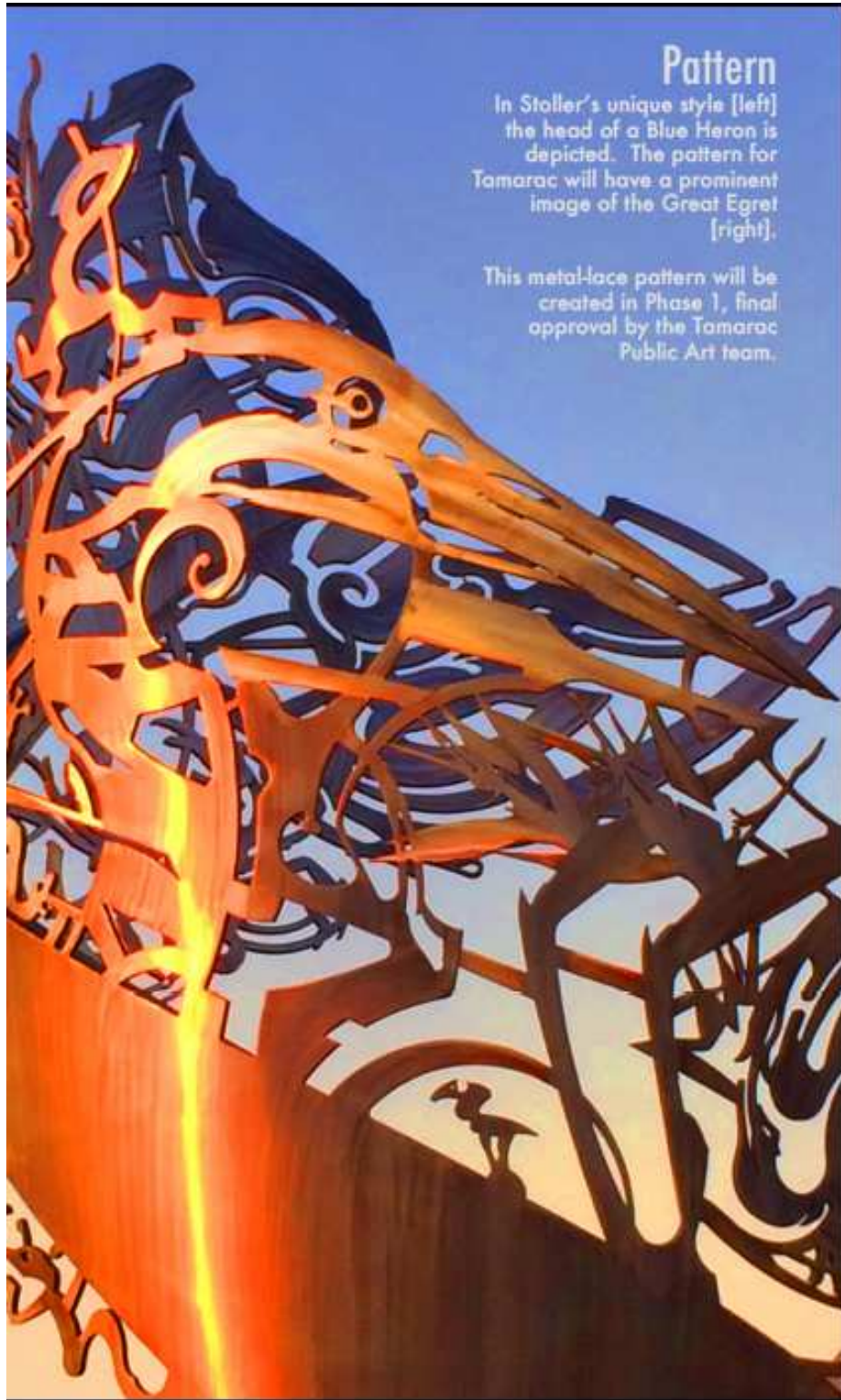
☐ DID take an oath, or
☐ DID NOT take an oath.



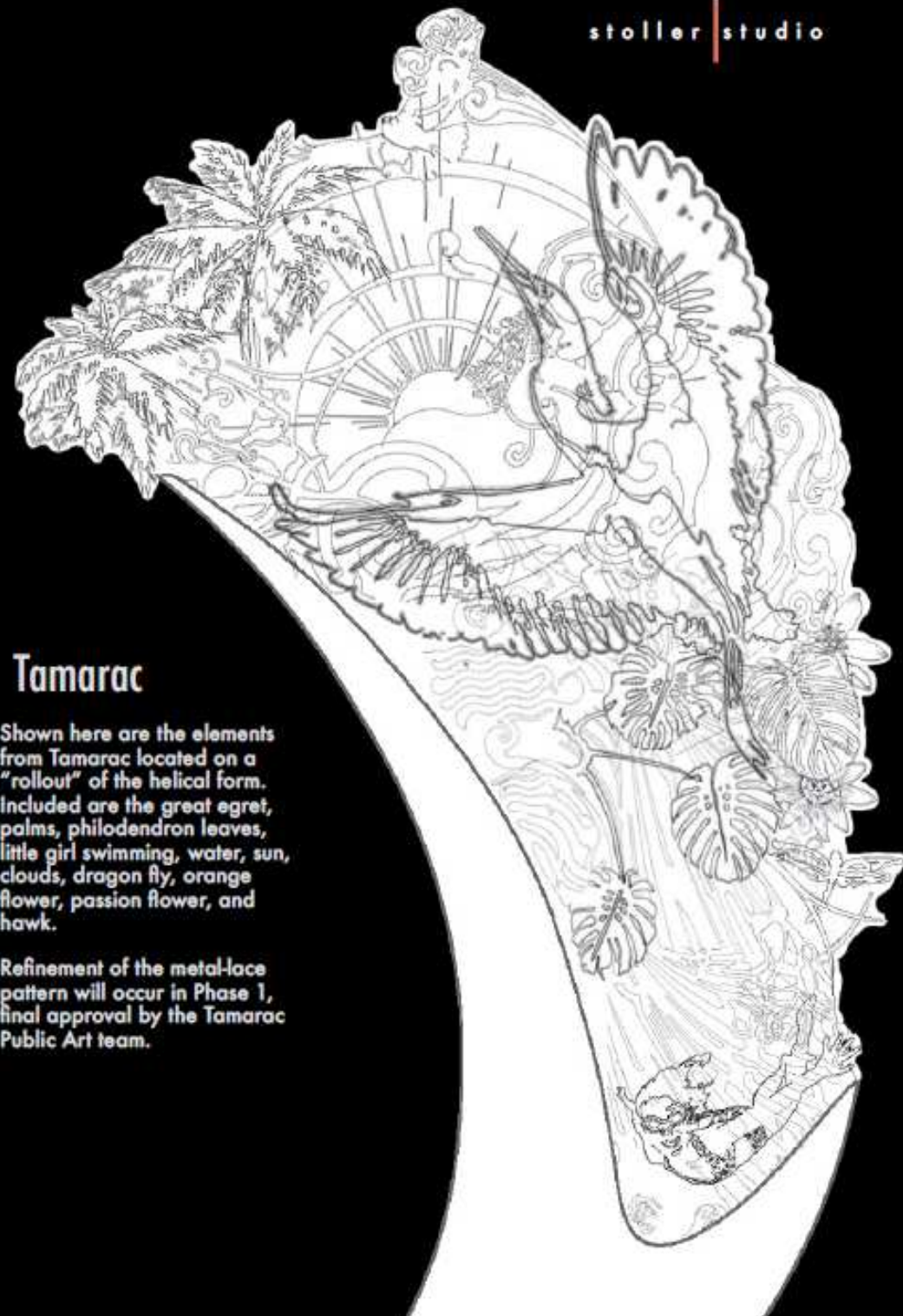
Pattern

In Stoller's unique style [left] the head of a Blue Heron is depicted. The pattern for Tamarac will have a prominent image of the Great Egret [right].

This metal-lace pattern will be created in Phase 1, final approval by the Tamarac Public Art team.



stoller | studio



Tamarac

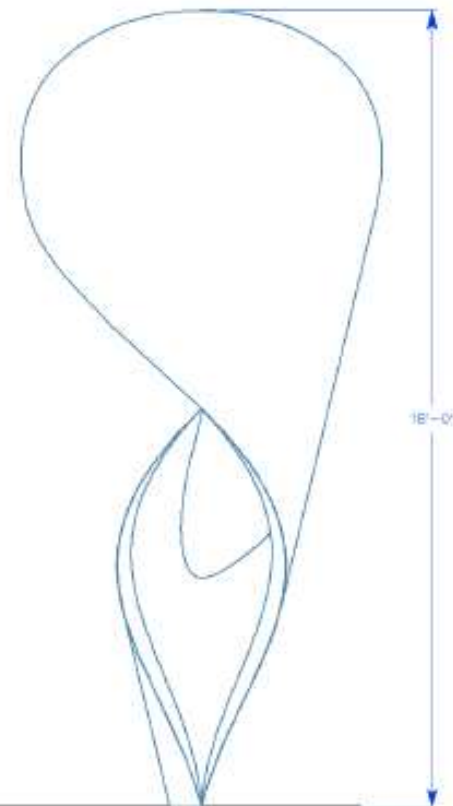
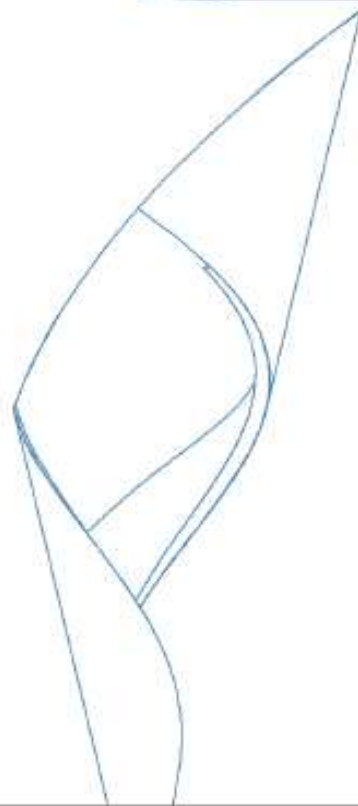
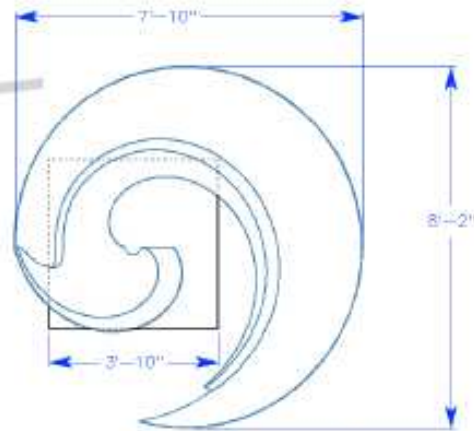
Shown here are the elements from Tamarac located on a "rollout" of the helical form. Included are the great egret, palms, philodendron leaves, little girl swimming, water, sun, clouds, dragon fly, orange flower, passion flower, and hawk.

Refinement of the metal-lace pattern will occur in Phase 1, final approval by the Tamarac Public Art team.

Vitality

Dimensions

This shows the general size and shape of the artwork. Refinement will occur in the next phases.





Title - TR12835 - Travel Policy

Item No. 6 (f) on the Consent Agenda. (TR12835) A Resolution of the City Commission of the City of Tamarac, Florida, amending and adopting City of Tamarac Administrative Policy 95-01R "Travel Policy"; incorporating City of Tamarac Administrative Policy 95-01R "Travel Policy" in its entirety into the City of Tamarac's Administrative Policies; providing for conflicts; providing for severability; and providing for an effective date. - ***Financial Services Director Mark Mason***

ATTACHMENTS:

Description	Upload Date	Type
▣ TR #12835 Travel Policy Memo	8/30/2016	Cover Memo
▣ TR12835 Revised	9/1/2016	Resolution
▣ TR #12835 Travel Policy Attachment A	8/30/2016	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
FINANCE ADMINISTRATION

TO: Michael Cernech
City Manager

DATE: August 30, 2016

FROM: Mark C. Mason, CPA 
Director of Financial Services

RE: Temporary Resolution #12385
Requesting the Approval of
Amendment to Travel Policy 95-
01R

Recommendation:

The Director of Financial Services recommends that TR#12835 be placed on the September 14, 2016 City Commission Agenda for approval to amend Travel Policy 95-01R.

Issue:

Section 2-428 of the Code of Ordinances requires that a travel policy be adopted by resolution and incorporated in the City of Tamarac's Administrative Policies.

Background:

Section 112.061, Florida Statutes governs per diem and travel expenses for public officers, employees and authorized persons. Section 112.061(1)(b)(2) provides the authorization of local governments to adopt a local law governing travel and per diem for all employees of the City. With a local law in place, the local law will prevail to the extent of any conflicts with the statute.

On January 11, 2012 the City adopted Ordinance O-2012-01 establishing Sections 2-421 through 2-428 to provide regulations relating to travel expenses. Section 428 states that a travel policy shall be adopted by resolution and incorporated in the City's administrative policy in its entirety. Administrative Policy 95-01R was established through Resolution R-2012-03 on January 11, 2012.

The City's administrative Policy 08-01R requires that all City Policies be reviewed on a regular basis, no longer than five (5) years, by the Executive Team for relevance and viability and make changes as deemed necessary.

Policy 95-01R was reviewed by the Executive Team and changes to the Policy were recommended. Such changes include:

1. Clarification of the definition and the use of Travel Agencies.
2. Clarification on the use of the Travel Reimbursement Voucher versus a mileage voucher for local travel.

3. Clarification on the payment methods for direct payments to vendors.
4. Clarification on the responsibility for ensuring that sales tax is not paid in the State of Florida.
5. Addition of provisions for lodging within the Tri-County Area if such travel is more than thirty (30) miles from the point of origin, or if less, written approval required by the City Manager.
6. Addition of language to ensure that Employees stay in Hotels/Motels that meet the Federal Hotel and Motel Safety Act of 1990.
7. Removal of the first day and last day 75% partial payment.
8. Addition of the 15% gratuity allowed for meals.
9. Other minor corrections, clarifications and changes.

Fiscal Impact:

There is no fiscal impact associated with this resolution.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING AND ADOPTING CITY OF TAMARAC ADMINISTRATIVE POLICY 95-01R "TRAVEL POLICY"; INCORPORATING CITY OF TAMARAC ADMINISTRATIVE POLICY 95-01R "TRAVEL POLICY" IN ITS ENTIRETY INTO THE CITY OF TAMARAC'S ADMINISTRATIVE POLICIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 112.061 Florida Statutes authorizes a municipality to enact a special law governing travel in a municipality; and

WHEREAS, the City Commission of the City of Tamarac adopted Ordinance Number O-2012-01 "Travel" on January 11, 2012; and

WHEREAS, Section 2-428 of the Code of Ordinances requires that a travel policy be adopted by resolution and incorporated in the City's Administrative Policies in its entirety; and

WHEREAS, the City Commission of the City of Tamarac approved Resolution R-2012-03, adopting Administrative Policy 95-01R "Travel Policy" and incorporating same in the Administrative Policies of the City of Tamarac; and

WHEREAS, Ordinance Number O-2012-01 "Travel" applies to all individuals employed by the City; and

WHEREAS, Administrative policies of the City of Tamarac are periodically reviewed and updated at least every five years; and

WHEREAS, following a review of the "Travel Policy", certain additions, deletions and

changes were made to coincide with current operations; and

WHEREAS, Administrative Policy 95-01R "Travel Policy" was last amended and adopted on January 11, 2012; and

WHEREAS, the Director of Financial Services and City Manager recommend approval of the amended Administrative Policy 95-01R "Travel Policy"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to amend and adopt Policy Number 95-01R, City of Tamarac Administrative Policies as the City's Travel Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission of the City of Tamarac hereby amends and adopts Administrative Policy Number 95-01R "Travel Policy", attached hereto and incorporated herein as Attachment A, governing the payment and reimbursement of travel and training expenditures as well as proper application for cash advances.

SECTION 3: Administrative Policy Number 95-01R "Travel Policy" is hereby incorporated in the City of Tamarac's Administrative Policies in its entirety.

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2016.

ATTEST:

HARRY DRESSLER, MAYOR

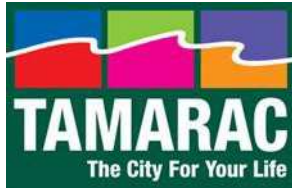
PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER	_____
DIST 1: COMM. BUSHNELL	_____
DIST 2: COMM. GOMEZ	_____
DIST 3: V/M GLASSER	_____
DIST 4: COMM. PLACKO	_____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM

SAMUEL GOREN
CITY ATTORNEY



City of Tamarac, Florida Administrative Policy

Title: Travel Policy	Effective Date: July 17, 1995 Revised: August 26, 1996 Revised: August 27, 1999 Revised: July 19, 2001 Revised: February 20, 2003 Revised: September 19, 2006 Revised: September 28, 2007 Next Scheduled Review: January 11, 2016
Originating Department: Financial Services Adopted by Resolution No. R-2012-03	Supersedes: All previous and existing memos or administrative policies in conflict
Policy Number: 95-01R Effective Date: January 11, 2012	Page <u>1</u> of <u>11</u>

I. PURPOSE/SCOPE:

All employees traveling at City expense or on City time are governed by this policy. This policy is designed to cover reasonable employee expenses while traveling on City business and to promote the prudent use of public funds and establish standards for travel while representing the City.

II. DEFINITIONS:

- A. **Employee:** shall mean all individuals who are employed by the City of Tamarac, including elected and appointed officials, traveling on City business.
- B. **Travel Expenses:** shall mean the usual, ordinary and incidental costs incurred for travel purposes.
- C. **Point of Origin:** shall mean any City of Tamarac municipal building in which an employee reports to work.

- D. **Long Trip:** shall mean a trip of longer than 400 miles, one way, from point of origin. Exceptions can be made based on the justification of extenuating circumstances approved by an employee's Department Director and the City Manager.
- E. **Traveler:** shall mean any employee of the City who has received approval from the City Manager or designee to travel on City business.
- F. **Travel Representative:** shall mean an employee who has been designated within their department and/or division to contact the travel agency to make travel arrangements on behalf of Travelers within their department and/or division.
- G. **Travel Agency:** Shall mean a reputable private service that provides travel of tourism related services to the public on behalf of airlines, hotels, car rental companies, etc.
- H. **Pre-Approved Travel Authorization Form (PTA):** shall mean the City of Tamarac's pre-approved travel form template. This form is required for any travel requiring advance approval by the City Manager or designee.
- I.
- I. **Internet Travel Web-site:** shall mean a web-site available on the Internet that specializes in discounted airline, and/or lodging reservations. In addition, web-sites operated by an airline or lodging provider may also be utilized if discounted pricing is available through the use of the web-site. Internet web-sites should be capable of providing electronic airline tickets, and shall provide for the confirmation of travel itinerary via electronic means.

III. POLICY/PROCEDURES:

A. Travel Authorization

1. Overnight travel, out-of-state travel, and/or air travel require the advance approval, in writing, of the City Manager. This is to be accomplished using the City of Tamarac Pre-Approved Travel Authorization form (PTA) with the travel itinerary showing cost.
2. Employees requesting only mileage and/or meal reimbursement for business travel that is not overnight, does not require air travel nor out-of-state, but authorized by their supervisor do not need prior approval from the City Manager, and should submit a Mileage Voucher form to the Finance Department upon their return.

Title: Travel Policy
Policy Number: 95-01R
3.

Page 3 of 11

3. Failure to obtain approval through the Pre-Approved Travel Authorization form (PTA) process for a travel request prior to incurring expenses may be cause for disallowing reimbursement unless such travel can be justified on the basis of extenuating circumstances.
4. . Whenever possible, arrangements for registration, air travel, hotel and car rental should be made for advance billing and direct payment (including procurement cards) from the City to vendors..
5. For those expenses for which direct payment is not possible, an advance of funds may be permitted to cover certain expenses, (e.g. meals and mileage). The advance of funds requires the advance approval, in writing, of the City Manager or designee. This is to be accomplished using the City of Tamarac Pre- Approved Travel Authorization form (PTA).
6. The City of Tamarac Pre-Approved Travel Authorization form (PTA) used for air, overnight and out of state travel is required any time an employee travels in an official capacity, whether or not the cost is paid by the City of Tamarac.

B. Travel Agency or Internet Web-Site

1. The Traveler or Travel Representative may contact a reputable travel agency, may utilize an Internet travel web-site or specific airline's website when
2. The Traveler will be responsible for obtaining a travel itinerary from a travel agent, or from an Internet travel web-site, which shall include the following information:
 - a. The travel dates (departure and return)
 - b. Obtain a reasonable number of airline flight choices including: times, carrier, flight number, meals, number of stops, etc.
 - c. A fare matrix showing fares for any combination of airline flights with the lowest fare highlighted in bold.

- d. Lodging information, if applicable, including any additional options for discounts available. Some conference lodging may not be available through a travel agency or through an Internet travel web-site.
 - e. Car rental information and details, if applicable. If an employee is flying and car rental is required, a travel agency may make the arrangements, or the traveler or travel representative may utilize an Internet travel site to make arrangements. The City may establish a price agreement with a rental car agency, which provides for discounted rental rates. If the City has a price agreement, information about such agreements will be provided to the traveler or Travel Representatives when such agreements become available.
- 4. The Traveler should use common sense in selecting the most economical and most practical mode of transportation, lodging and car rental. The Traveler or representative must complete the PTA, and submit it for approval. The Traveler will then return a copy of the approved PTA to their Travel Representative with their travel selections noted.
 - 5. The Traveler may utilize the Traveler's Procurement Card, for airline reservations, lodging or car rental. The limit for lodging shall be \$1,500.00 per trip. A City travel card may also be assigned to the Travel Representative specifically for travel expenditures.
 - 6. If using a travel agency, the travel agency will return a confirmed and completed itinerary, including any necessary tickets, to the Traveler or Travel Representative for the Traveler listing all transportation, lodging and car rental details including the total fare. If using an Internet travel web-site, the Traveler shall provide the Travel Representative with a confirming e-mail from the Internet travel firm, as well as any subsequent e-mails regarding changes in itinerary.
 - 7. The Travel Representative will make a copy of the itinerary and then deliver the itinerary to the Traveler and reconfirm the arrangements are correct.

C. Payment Procedures

- 1. After approval by the City Manager or designee, a request for any advance of funds should be submitted to the Financial Services Department at least ten (10) working days prior to the date the advance check is needed¹ These advance funds may include the following:
 - a. Meals

b. Mileage

¹ Travel allowances pre-paid to an employee will not be released to the employee prior to the Friday before the commencement of travel, unless special circumstances are warranted (e.g. fiscal year overlap) and are approved by the Director of Finance.

- c. Lodging, if not arranged through a travel agency, or Internet travel web-site and directly paid via check, electronic funds transfer or Procurement Card.
 - d. Incidentals, such as tolls, baggage fees, parking or taxis, .
2. Once all travel arrangements have been made and confirmed, and if a travel agent is utilized, the Travel Representative will enter a Field Purchase Order payable to the vendor for arrangements made through a travel agency and forward a copy of the Traveler's itinerary as well as the Traveler's Pre-Approved Travel Authorization form (PTA) to the Accounts Payable Division for payment. If the Traveler's or Travel Representative's Procurement Card is utilized, the Traveler shall be responsible for processing payments in accordance with the City of Tamarac Procurement Card Policy No. 98-10R.
3. For travel within the State of Florida the employee must provide the hotel/motel with a copy of the City's tax-exemption certificate upon check-in.
4. If the employee does not provide the hotel with the certificate, he/she will not be reimbursed for the sales tax portion of the bill. If charged on the City's Procurement card, the employee is responsible for reimbursing the City for such taxes.
5. When the employee travels within the state, he/she must request a check in advance payable to the hotel/motel by entering a Field Purchase Order, or by presentation of the Traveler's Procurement Card. When payment is made by check, a City issued check must be received in advance or presented at time of check-in. When payment is made by a City Procurement Card, the card must be issued in the Traveler's name, unless prior arrangements has been made to utilize another City issued procurement Card, and shall be presented at time of check-in. These are the only payment methods that will qualify for tax exempt status, as required by the Florida Department of Revenue Code 12A-1.038, paragraph 4(b). Use of a personal check or personal credit card will not qualify for tax exempt status, and the employee will not be reimbursed for the sales tax portion of the bill. A copy of the City's Tax Exemption Certificate may be obtained from the Purchasing or Accounting Division.
6. The tax exemption, exempts all sales or sales like taxes (such as occupancy taxes) and does not apply to travel outside of the State of Florida. Certain areas may have County Tourism taxes and Resort fees and are not part of this exemption.

PLEASE NOTE: Many hotels/motels no longer accept checks as a method of payment. If a check payment is requested, the **Traveler** will be responsible to verify with the hotel/motel whether-or-not the hotel/motel will accept check

Title: Travel Policy

Policy Number: 95-01R

Page 6 of 11

payments. As a best practice, it is recommended that frequent City travelers obtain a City issued Procurement Card in accordance with the City Procurement Card Policy #98-10R.

D. Lodging

1. For conference travel outside the tri-county area (Miami-Dade, Broward, and Palm Beach), the employee will be allowed reasonable costs for lodging, priced at a single-occupancy standard rate, or if appropriate, the preferred rate offered by conference sponsors. The employee may, at his/her own documented cost, upgrade their room accommodations. If using a travel agency, the travel agent may make lodging arrangements or arrangements should be made directly with the hotel/motel.

For conference travel within the tri-county area (Miami-Dade, Broward, and Palm Beach), the conference location must be more than thirty (30) miles from the point of origin and the employee must attest that the location is a high density area that is subject to excessive traffic. If less than thirty (30) miles such travel within the tri-county area requires additional written approval by memorandum from the City Manager.

2. An itemized hotel/motel receipt is required for all lodging and must be returned with the Travel Expense Voucher.
3. In the interests of protecting our city employees, only hotels/motels that meet the Federal Hotel and Motel Fire Safety Act of 1990 will be used for city travel. The traveler or their representative will be responsible to check the federal database at <http://apps.usfa.fema.gov/hotel/> and to include the FEMA ID on the travel request form. In the event of extenuating circumstances that would make compliance impossible or impractical, an explanation would be provided in the comments section of the Travel Request and the City Manager may approve the travel and the exception."

E. Meals

1. The Traveler shall be reimbursed for meals (per diem) at a rate based on the then current "Meals and Incidental Expense Rate (M & IE Rate) for the City of Ft. Lauderdale, Florida" as determined by the United States General Services Administration (GSA) for the dates of travel, if an employee is eligible for three (3) meals in one day. The per diem will be broken down as in accordance with the then current GSA Domestic Per Diem chart provided at the GSA web-site at www.gsa.gov .
 - In order to claim breakfast, travel must begin before 6:00 a.m. and extend beyond 8:00 a.m.;
 - in order to claim lunch, travel must begin before 12:00 noon and extend beyond 2:00 p.m.;
 - and in order to claim dinner, travel must begin before 6:00 p.m. and extend beyond 8:00 p.m.
 - The per diem eliminates the need for actual receipts and itemized per meal listings.

If traveling to an area where a higher per diem rate is in effect, the Traveler shall check the GSA web-site at the time of submittal of the Traveler's Pre-approved Travel Authorization Form (PTA), and print-out a copy for inclusion with the Traveler's request.

2. If the Internal Revenue Service (IRS) allows a higher reimbursement rate for the traveler's destination, the traveler may receive the higher rate. The rates used by the IRS are the regular federal per diem rates published in the Federal Register by the General Services Administration (GSA). The rates include the separate rate for meals and incidental expenses (M&IE) for each locality. These rates can be found in a table on the internet at www.policyworks.gov/perdiem. For partial day travel, the IRS rate is broken down into separate meals in another table on the website. The employee is allowed 15% in addition to the specified meal rate to cover the cost of tips.
3. No reimbursements will be made for meals purchased while conducting travel or business within the city limits of Tamarac, unless specifically authorized by the Department Director in writing in advance. Authorized local meals must be justified as to their benefit to the City of Tamarac by the Department Director.
4. No one shall be reimbursed for any meal included in the seminar or conference program, or any meal, which is otherwise complimentary. Generally, meals included as part of a conference are noted in the conference brochure/agenda.
5. Anyone taking a short trip that does not include an overnight stay shall be eligible for the meal per diems stated above based on the current cost per meal as enumerated in Paragraph E.1 above for each individual meal consumed, if the trip meets the time requirements for these meals. According to the **IRS regulations (IRC 162(a)(2) , Pub 463, Rev Rule 75-170 and 75-432) , these Class C meal reimbursements are reported as taxable wages and will be reimbursed on the employee's paycheck.**

F. Transportation

1. Each employee is expected to use the most economical mode of transportation available. Although air transportation is preferred, transportation may also be accomplished by private vehicle or city vehicle. However, in no case shall such travel reimbursement exceed the cost of the most economical round trip coach class airfare on a common carrier (i.e., airplane) plus the maximum reimbursement for transportation to or parking at the airport.²
2. If the employee elects to drive on a long trip, the cost for the most economical round trip coach class airfare should be included on the Pre-Approved Travel Authorization form as an alternative mode of transportation.
3. Whenever more than one person from the City is going to the same conference/training session and an automobile is a suitable means of transportation, those employees are encouraged to car pool in the minimum number of vehicles required to accommodate the group.

7. No employee shall be allowed either mileage or transportation expenses when transported by another person, or when transported by another employee who receives those same mileage or transportation expenses or a car allowance.
8. Employees driving a City vehicle or personal vehicle while representing the City must adhere to the City of Tamarac Motor Vehicle Operation Policy number 96-16.

² Unless extenuating circumstances exist, airline fares and flight availability should be checked more than three weeks prior to departure.

9. Rental car charges must be approved in advance and in writing by the City Manager. The City will not reimburse an employee for the purchase of any insurance offered by the rental company. The City's insurance carrier, the Florida Municipal Insurance Trust, will afford liability, collision, and comprehensive coverage for all rental vehicles. Upon an employee's return from the business trip, a copy of the rental document will be forwarded to Risk Management. Should an employee become involved in an accident with a rental vehicle, normal accident reporting procedures will be followed. The traveler should also decline all supplemental insurance.
10. Employees traveling on trips using City vehicles:
 - a. Reimbursement is authorized for incurred expenses necessary for the efficient and safe operation of the vehicle. Actual traveler out-of-pocket operating expenses, (e.g. gas, oil, etc.) shall be reimbursed upon submittal of valid receipts.
11. Employees traveling on trips using personal vehicles:
 - a. Employees with a take-home vehicle are not eligible for mileage reimbursement. Employees receiving a car allowance are not eligible for mileage reimbursement within the tri-county area of Palm Beach, Broward and Miami-Dade. When car pooling, the person with the take-home vehicle or receiving car allowance should be the one driving so that no employee receives mileage reimbursement.
 - b. All other employees shall be entitled to a mileage allowance as set by the City of Tamarac in accordance with Internal Revenue Service guidelines, from point of origin to point of destination, plus official additional mileage while at the point of destination.

G. Incidental Expenses

1. The following incidental expenses of the employee shall be reimbursed:

- a. Local call charges and communication expenses if related to public business and one safe arrival telephone call not to exceed \$5.00 will be reimbursable. All calls must be detailed on the hotel bill, including person called and purpose of call, to be eligible for reimbursement. Access charges for credit card calls not related to public business will not be reimbursed.
 - b. Lodging shuttles should receive first consideration. A taxi or ride Sharing services may be reimbursed only if circumstances warrant and a valid receipt is provided.
 - c. Tolls and parking fees shall be reimbursed at actual cost with proper receipts.
 - d. For trips which are longer than two days, bell service, maid service and valet charges/tips shall be reimbursed at a cost not to exceed a total of \$10.00 incurred for the duration of the trip. No receipt is needed.
 - e. Internet access service charges - The cost of internet access service charges shall be reimbursed only if included as part of the itemized lodging bill and with a proven need for official business purposes.
 - f. For airline travel, the traveler will be reimbursed for either long-term parking at the airport or taxi/shuttle service to and from the airport with proper receipts.
2. The following incidental expenses of the employee will not be reimbursed under any circumstance:
- a. Liquor or alcoholic beverages
 - b. Personal entertainment (e.g. video rentals, happy hour)
 - c. Expenses of spouse, family or other persons
 - d. Snacks, meals or drinks other than what is provided under the per diem
 - e. Laundry or dry-cleaning
 - f. Airline insurance
 - g. The use of personal frequent flier miles
 - h. Any other expenses not related to official City business

H. Reimbursement/Reconciliation

1. To obtain reimbursement, the Travel Expense Voucher form, accompanied by the Pre-Approved Travel Authorization form (PTA) with all necessary signatures (i.e. employee, Department Director, Director of Finance and City Manager) and required receipts, excluding meal receipts, shall be submitted to the Finance Department within twenty (20) working days after the employee has returned to work. Failure to do so may result in refusal of the claim. Should an employee have an advance outstanding for more than twenty (20) working days, the Finance Department will notify the City Manager and the amount of the advance may be deducted from the employees' next paycheck.
2. All Travel Expense Vouchers for Department Directors must be approved by the City Manager.

I. Fiscal Year Overlap

1. Travel which occurs in the next fiscal year will be approved out of current year fiscal funds only if the travel occurs within the first thirty (30) days of the next fiscal year and the required prior payment is processed in the current fiscal year in accordance with the fiscal year end closing procedures.

J. General Standards

1. Employees are expected to use common sense in expending public funds and are expected to economize where practical and convenient. Receipts, other than for meals, should be secured for all expenses when possible.
2. Travel at City expense or on City time should be restricted to that which does not interfere unreasonably with the personal responsibility to carry out regular job requirements.
3. No employee electing to drive on a long trip shall be reimbursed for any meals or lodging while en route. Also, all travel time to and from the meeting site exceeding flying time will be treated as employee leave time. *For example: An employee electing to drive to Georgia instead of flying will not be compensated for said time as regular work time.*
4. Department Directors are responsible for travel budgets and monitoring the training needs of the department.

5. Department Directors and senior managers, generally, will be restricted to one national and one state conference per year. This restriction does not include training sessions or continuing education seminars approved by City Manager.
6. Special conditions and unusual circumstances may merit exceptions to the stated policy on travel. Each request for variances to stated policy will be considered in light of existing conditions, needs and circumstances.

ADOPTED VIA RESOLUTION NO. R-2016- , SEPTEMBER 14, 2016



**Title - TR12848 - Resolution in Opposition to the DEP's Weakening of Restrictions
Allowing an Increase in the Release of Toxic Chemicals into Florida's Waters**

Item No. 6 (j) on the Consent Agenda. (TR12848) A Resolution of the City Commission of the City of Tamarac, Florida, affirming the City's opposition to the Department of Environmental Protection's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida's waters; urging the United States Environmental Protection Agency not to approve the Florida Department of Environmental Protection's new restrictions; supporting the lawsuit filed by the Seminole Tribe of Florida against the Department of Environmental Protection ("DEP") and the Florida Environmental Regulation Commission ("FERC") on August 5, 2016 to halt the increase of toxins in Florida's water; opposing any effort by the DEP or the FERC to oppose the Seminole litigation; directing the appropriate City Officials to take any and all actions necessary to effectuate the intent of this Resolution; directing the City Clerk to transmit a copy of this Resolution to the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Broward County Board of County Commissioners, the Florida League of Cities and the Broward League of Cities; providing for conflicts; providing for severability; and providing for an effective date. - ***City Attorney Samuel S. Goren***

ATTACHMENTS:

Description	Upload Date	Type
❑ TR12848 Memo	9/1/2016	Cover Memo
❑ TR12848 Resolution	8/30/2016	Resolution

CITY OF TAMARAC

MEMORANDUM NO. 2016-088

TO: Mayor Harry Dressler
Members of the City Commission

CC: Michael Cernech, City Manager
Diane Phillips, Assistant City Manager
Pat Teufel, City Clerk

FROM: Samuel S. Goren, City Attorney *SSG*
Jacob H. Horowitz, Assistant City Attorney *JHH*
Shari C. Wallen, Assistant City Attorney *SCW*

DATE: August 31, 2016

RE: City of Tamarac ("City") / Opposition to the Release of Toxins in Florida Waters

Pursuant to your request we have prepared a proposed resolution affirming the City's opposition to the Department of Environmental Protection's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida's waters and supporting the lawsuit filed by the Seminole Tribe of Florida against the Department of Environmental Protection ("DEP") and the Florida Environmental Regulation Commission ("FERC").

DEP is Florida's lead agency tasked with protecting Florida's air, water, and land pursuant to Chapter 403, Florida Statutes. On July 26, 2016, FERC voted to approve a proposal from DEP that would weaken the restrictions on the allowable levels of more than two dozen toxic chemicals that may be released in Florida's lakes, streams, and coastal waters through revisions to Chapters 62-302 and 62-303 of the Florida Administrative Code.

Specifically, these new rules would allow oil and gas drilling companies (including fracking operations), dry cleaning companies, pulp and paper producers, nuclear plants, wastewater treatment plants and other waste producers, to increase the amounts of cancer-causing toxins that they release in Florida's waterways. FERC's decision has been condemned by various environmentalists, politicians, and physicians all over Florida.

Procedurally, the rules approved by the FERC are scheduled to be submitted to the United States Environmental Protection Agency for final review and approval. However, on August 5, 2016, the Seminole Tribe of Florida filed a lawsuit with the Florida Division of Administrative Hearings challenging the FERC's decision. The Seminole Tribe of Florida's lawsuit alleges, among other things, that the standards approved by the FERC should be invalidated because they adversely affect the Seminole Tribe's members who hunt and fish in Florida's waterways.

City of Tamarac / Opposition to Water Toxins
Memorandum No. 2016-088
August 31, 2016
Page 2 of 2

Additionally, the Seminole Tribe of Florida contends that the new standards fail to take into account the harm that would result in the health of the tribe's fishermen who rely on fish from Florida's rivers and streams as a primary source of protein.

A hearing is scheduled in September 2016 regarding the Seminole Tribe's case. The rules approved by FERC will not be submitted to the United States Environmental Protection Agency until the lawsuit is resolved.

Please let us know if you have any questions.

SSG:JGH:SCW:ecd

**CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-2016-_____**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AFFIRMING THE CITY’S OPPOSITION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION’S WEAKENING OF RESTRICTIONS THAT WOULD ALLOW AN INCREASE IN THE RELEASE OF TOXIC CHEMICALS INTO FLORIDA’S WATERS; URGING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY NOT TO APPROVE THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION’S NEW RESTRICTIONS; SUPPORTING THE LAWSUIT FILED BY THE SEMINOLE TRIBE OF FLORIDA AGAINST THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (“DEP”) AND THE FLORIDA ENVIRONMENTAL REGULATION COMMISSION (“FERC”) ON AUGUST 5, 2016 TO HALT THE INCREASE OF TOXINS IN FLORIDA’S WATER; OPPOSING ANY EFFORT BY THE DEP OR THE FERC TO OPPOSE THE SEMINOLE LITIGATION; DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, THE FLORIDA LEAGUE OF CITIES AND THE BROWARD LEAGUE OF CITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection is Florida’s lead agency for environmental management and has obligations that include protecting Florida’s air, water, and land pursuant to Chapter 403, Florida Statutes; and

WHEREAS, on July 26, 2016, the Environmental Regulation Commission voted to approve a proposal from the Florida Department of Environmental Protection that would weaken the restrictions on the allowable levels of more than two dozen toxic chemicals that

may be released in Florida's lakes, streams, and coastal waters through revisions to Chapters 62-302 and 62-303 of the Florida Administrative Code; and

WHEREAS, the approval of these restrictions would enable oil and gas drilling companies (including fracking operations), dry cleaning companies, pulp and paper producers, nuclear plants, wastewater treatment plants and other waste producers, to increase the amounts of cancer-causing toxins that they release in Florida's waterways; and

WHEREAS, the new restrictions include increasing the allowable levels of Benzene in Florida's drinking water, which is a cancer-causing petroleum byproduct used in hydraulic fracking and that has been known to cause leukemia, and increasing the allowable levels of Dioxin, in Florida's water supply that has been linked to cancer, damage to the skin and liver, as well as nervous, immune and reproductive system damage; and

WHEREAS, according to the Orlando Sentinel, Florida State Senator Miguel Diaz de la Portilla called for the Environmental Regulation Commission to reconsider its decision stating "I cannot understand how allowing for the increase of not one but multiple known cancer-causing agents in our waterways throughout the state makes any logical sense;" and

WHEREAS, according to the Naples Daily News, Dr. Ron Staff, a Tallahassee allergist and immunologist, voiced his opposition to the new standards stating that "the Department of Environmental Protection should be pushing for even more stringent criteria than what we have now rather than trying to weaken them. Your job is to protect Floridians, not to poison us;" and

WHEREAS, according to the Miami Herald, environmentalists argue that the Florida Department of Environmental Protection's cancer risk measurement would allow for toxin levels that would increase the number of cancer victims to 1 in 100,000 people or in cases of people who eat fish daily, 1 in 10,000, whereas United States Environmental Protection Agency standards allow for toxin levels that could cause cancer in 1 in a million people; and

WHEREAS, the standards approved by the Environmental Regulation Commission on July 26, 2016, will now go to the United States Environmental Protection Agency for final review and approval; and

WHEREAS, the City Commission finds that opposing the Florida Department of Environmental Protection's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida waters is in the best interest of the health, safety, welfare and economics of the citizens and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of Tamarac, hereby opposes the Department of Environmental Protection Agency's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida's waters. The City Commission further supports The Seminole Tribe of Florida in their lawsuit against the Department of Environmental Protection and the Florida Environmental Regulation

Commission filed on August 5, 2016 to halt the increase of toxic chemicals into the Florida's waters, and rejects any effort by the DEP and/or the FERC to oppose the Seminole litigation.

Section 3. The City Commission of the City of Tamarac, hereby urges the United States Environmental Protection Agency not to approve the Florida Department of Environmental Protection's new restrictions.

Section 4. The appropriate City officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

Section 5. The City Clerk is hereby directed to transmit a copy of this resolution to the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Broward County Commissioners, the Florida League of Cities and the Broward League of Cities.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THIS ____ DAY OF _____, 2016.

CITY OF TAMARAC FLORIDA

HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER _____
DIST1:COMM. BUSHNELL _____
DIST 2: COMM. GOMEZ _____
DIST 3: V/M GLASSER _____
DIST 4: COMM. PLACKO _____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

SAMUEL S. GOREN
CITY ATTORNEY



Title - Discussion on Amendment 11

Discussion on Amendment 11 - ***Financial Services Director Mark Mason***



Title - Discussion on Cost Recovery

Discussion on Cost Recovery - ***City Manager Michael Cernech, Assistant City Manager Diane Phillips and Financial Services Director Mark Mason***