



## AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR PURCHASE OF ARTWORK

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and [REDACTED], a [state and type of business] ("Seller") (each a "Party" and collectively referred to as the "Parties").

### RECITALS

A. Seller desires to sell, and County desires to purchase, the Artwork as described in Exhibit A, pursuant to the terms of this Agreement.

B. [Insert recitals as applicable]

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1. DEFINITIONS

1.1. **Artwork** means the physical artistic expression, including fabrication, construction, installation, and integration, of the Design Proposal that is created, fabricated, constructed, and installed by Seller as further described in Exhibit A.

1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.3. **Board** means the Board of County Commissioners of Broward County, Florida.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Committee** means County's Public Art and Design Committee.

1.6. **Contract Administrator** means the Director of County's Cultural Division, the Assistant Director of County's Cultural Division, or such other person designated by the Director of County's Cultural Division in writing.

1.7. **Final Acceptance** means County's written acceptance of the Artwork and all Services required of Seller under this Agreement, including installation and integration to the extent set forth in Exhibit A.

1.8. **Purchasing Director** means County's Director of Purchasing.

1.9. **Services** means all work required by Seller under this Agreement, including without limitation as specified in Exhibit A.

1.10. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to County through Seller, regardless of tier.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Cataloging Form</b>
<b>Exhibit D</b>	<b>Local Economic Impact Survey</b>
<b>Exhibit E</b>	<b>Artist VARA Waiver</b>
<b>Exhibit F</b>	<b>Minimum Insurance Coverages</b>

## **ARTICLE 3. SCOPE OF SERVICES**

3.1. Purchase of Artwork. Seller hereby transfers full rights, title, interests, and possession of the Artwork to County in accordance with the terms of this Agreement.

3.2. Scope of Services. Seller shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Seller's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Seller impractical, illogical, or unconscionable.

3.3. Installation. To the extent stated in Exhibit A, Seller shall deliver and install the Artwork in accordance with Exhibit A. Any portion of the installation required by Seller in Exhibit A that requires a permit, engineering or architectural drawings or studies, third-party professional services, or other special or extraordinary installation requirements, whether to be performed by Seller or others, must be authorized in writing by the Contract Administrator prior to the commencement of that portion of the installation.

3.4. Documentation. Within five (5) business days after the Effective Date, Seller shall provide County with Seller's current professional resume, a completed Cataloging Form (Exhibit C) including prior owner(s) and provenance of the Artwork, Seller's federal identification number, and any other information required under this Agreement or reasonably requested by the Contract Administrator. If Seller fails to timely comply with the requirements of this section, or if the information provided is not satisfactory to County in the sole discretion of the Contract Administrator, County may terminate the Agreement upon written notice to Seller, make the Artwork available to Seller to reclaim, of all amounts paid to Seller under this Agreement, which refund shall be made within thirty (30) days after notice of termination.

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through [REDACTED] ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Renewal Term(s), as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Renewals. County may renew this Agreement for up to [REDACTED] ( ) additional one (1) year terms (each a "Renewal Term") on the same rates, terms, and conditions stated in this Agreement by sending written notice to Seller at least thirty (30) days prior to the expiration of the then-current term. The County Administrator is authorized to exercise any Renewal Term(s), and notice of same to Seller by electronic mail alone shall be effective and sufficient.

4.3. Funding. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

4.4. Time of the Essence. Time is of the essence for Seller's performance of the duties, obligations, and responsibilities required by this Agreement.

4.5. Delay. Seller must notify County in writing whenever a delay is anticipated or experienced and set forth all facts and details related to the delay. The Contract Administrator may grant Seller an extension of time if the Contract Administrator deems it appropriate in the sole discretion of the Contract Administrator. Failure to fulfill Seller's contractual obligations due to reasons beyond Seller's control, such as a delay created by County, as determined by the Contract Administrator in their sole discretion, will not constitute a breach of contract, provided that such obligations are suspended for no longer than the period of time caused by reasons beyond Seller's control, unless otherwise approved in writing by the Contract Administrator.

#### **ARTICLE 5. COMPENSATION**

5.1. Compensation. County agrees to pay Seller a fixed fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in accordance with the Payment Schedule (Exhibit B), which amount is inclusive of all costs and reimbursements, including transportation and installation costs, and which amount shall be accepted by Seller as full compensation for the Artwork and all Services. Seller shall not be reimbursed for any travel expenses.

## 5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Seller must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Seller's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. If Seller subcontracts any Services under this agreement, Seller shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Seller within thirty (30) days after receipt of Seller's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at [AccountsPayable@Broward.org](mailto:AccountsPayable@Broward.org)) and to the Contract Administrator. Payments shall be sent to Seller's address in accordance with Article 11, unless otherwise requested by Seller in writing and approved by the Contract Administrator in writing. Payments may be withheld for failure of Seller to comply with a term, condition, or requirement of this Agreement.

5.2.4. Seller must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Seller withholds an amount as retainage from Subcontractors or suppliers, Seller shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Seller demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Seller promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Seller shall include

requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Seller shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement.

5.4. Subcontractors. Seller shall invoice Subcontractor fees only in the actual amount paid by Seller, without markup or other adjustment.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Seller's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge by Seller in any amount, Seller shall promptly refund to County such overcharged amount. If the overcharge exceeds five percent (5%) of the total amount charged in the invoice where the overcharge occurred, Seller shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Ownership. Seller represents and warrants that Seller is the owner of all right, title, and interest in and to the Artwork, that Seller has the right to sell such Artwork to County on the terms set forth in this Agreement, and that such sale is free and clear of any lien or interest of any other person or entity.

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

### **[DELETE THIS SECTION 6.3 IF NOT APPLICABLE]**

6.3. Original Artwork. Seller is the artist who created the Artwork ("Artist"), and Seller represents and warrants as follows:

6.3.1. Original Art. Seller warrants that the design or Artwork is the original product of Seller's own creative efforts, and the Artwork is original and is a single edition.

6.3.2. Warranty of Quality. Seller warrants that the Artwork is free of defects in material and workmanship, including without limitation any defects consisting of “inherent vice” or qualities accelerating the deterioration of the Artwork, and that Seller shall correct, at Seller’s expense, any such defects that appear within a period of two (2) years after Final Acceptance of the Artwork.

6.3.3. Intellectual Property Warranty. Seller warrants that the Artwork does not infringe upon or violate any license, copyright law, patent law, trade secret law, trademark law, moral rights law, semiconductor chip protection law, unfair competition law, proprietary information, non-disclosure, intellectual property, or other right of any third party, or infringe upon or violate any right of privacy, or contain libelous material. Seller warrants that the Artwork complies with all applicable patent, trademark, and copyright laws, rules, regulations, and codes. Seller further agrees that the Artwork does not utilize any protected patent, trademark, or copyright unless Seller obtained all necessary permission and authority and provides documentation of same to County. If Seller used any protected material, process, or procedure in connection with the Artwork, Seller shall disclose such patent, trademark, or copyright in the information provided pursuant to Section 3.4.

6.4. Representation of Authority. Seller represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Seller, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Seller has with any third party or violates Applicable Law. Seller further represents and warrants that execution of this Agreement is within Seller’s legal powers, and that each individual executing this Agreement on behalf of Seller is duly authorized by all necessary and appropriate action to do so on behalf of Seller and does so with full legal authority.

6.5. Solicitation Representations. Seller represents and warrants that all statements and representations made in Seller’s proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Seller executes this Agreement, unless otherwise expressly disclosed in writing by Seller.

6.6. Contingency Fee. Seller represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Seller, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Seller, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.7. Truth-In-Negotiation Representation. Seller’s compensation under this Agreement is based upon its representations to County, and Seller certifies that the wage rates, factual unit costs, and other information supplied to substantiate Seller’s compensation, including without limitation those made by Seller during the negotiation of this Agreement, are accurate, complete, and current as of the date Seller executes this Agreement. Seller’s compensation may be reduced

by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Seller's compensation in this Agreement.

6.8. Public Entity Crime Act. Seller represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Seller further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Seller has been placed on the convicted vendor list.

6.9. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Seller represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Seller represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Seller represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.10. Claims Against Seller. Seller represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Seller, threatened against or affecting Seller, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Seller to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Seller or on the ability of Seller to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.11. Verification of Employment Eligibility. Seller represents that Seller and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Seller violates this section, County may immediately terminate this Agreement for cause and Seller shall be liable for all costs incurred by County due to the termination.

6.12. Warranty of Performance. Seller represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Seller represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein,

and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.13. Prohibited Telecommunications. Seller represents and certifies that Seller and all Subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.14. Breach of Representations. Seller acknowledges that County is materially relying on the representations, warranties, and certifications of Seller stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Seller; (c) set off from any amounts due Seller the full amount of any damage incurred; and (d) debarment of Seller.

## **ARTICLE 7. INDEMNIFICATION**

Seller shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Seller, or any intentional, reckless, or negligent act or omission of Seller, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Seller shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Seller under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## **ARTICLE 8. INSURANCE**

8.1. Throughout the Term, Seller shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit F in accordance with the terms and conditions of this article. Seller shall maintain insurance coverage against claims relating to any act or omission by Seller, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.



8.2. Seller shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit F on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Seller shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Seller shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Seller shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Seller has been completed, as determined by Contract Administrator. Seller or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Seller maintains broader coverage or higher limits than the insurance requirements stated in Exhibit F, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Seller.

8.7. Seller shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit F and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Seller shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Seller to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Seller shall obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Seller waives any right to subrogation that any of Seller's insurers may acquire against County, and shall obtain same in an endorsement of Seller's insurance policies.

8.9. Seller shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Seller under this article. Seller shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Seller shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Seller or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Seller. If requested by County, Seller shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit F; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Seller must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit F.

## **ARTICLE 9. TERMINATION**

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Seller's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Seller in the award or performance of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination

shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Seller shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days' advance written notice to Seller. Seller acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Seller of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Seller shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Seller for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Seller's failure to comply with any term(s) of this Agreement.

## **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY**

Seller and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Seller shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

## **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Seller to manage and supervise the performance of this Agreement. Seller acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract

Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Seller specifically for County in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Seller hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Seller represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. Seller must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Seller may be withheld until all Documents and Work are provided as set forth herein. Seller shall ensure that the requirements of this section are included in all of Seller's agreements with Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Seller is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Seller shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Seller or keep and maintain public records required by County to perform the Services. If Seller transfers the records to County, Seller shall destroy any duplicate public records that are exempt or confidential and exempt. If Seller keeps and maintains the public records, Seller shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Seller receives a request for public records regarding this Agreement or the Services, Seller must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Seller must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Seller contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Seller asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Seller must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Seller must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Seller as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Seller, or the claimed exemption is waived. Any failure by Seller to strictly comply with the requirements of this section shall constitute Seller’s waiver of County’s obligation to treat the records as Restricted Material. Seller must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SELLER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7457, CULTURALDIV@BROWARD.ORG, 100 S. ANDREWS AVE., 6<sup>TH</sup> FLOOR, FORT LAUDERDALE, FLORIDA 33301.**

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Seller and all Subcontractors that are related to this Agreement. Seller and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Seller and all Subcontractors shall make same available to County in written form at no cost and allow County to make copies. Seller shall provide County with reasonable access to Seller’s facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Seller and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Seller expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Seller hereby grants County the right to conduct such audit or review at Seller's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Seller shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. Seller shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Seller shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Seller.

Seller shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Contractor. Seller is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Seller nor its agents shall act as officers, employees, or agents of County. Seller shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.8. Third-Party Beneficiaries. Neither Seller nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County [REDACTED]

Attn: [REDACTED]

115 South Andrews Avenue, Room [REDACTED], Fort Lauderdale, Florida 33301

Email address: [REDACTED]

FOR SELLER:

[REDACTED]

[REDACTED]

Email address: [REDACTED]

11.10. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Seller without the prior written consent of County. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, "change of control" means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Seller, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Seller or in the entity that controls Seller's business; or (c) the sale, lease, or transfer of all or substantially all of Seller's assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Seller or its parent, or (ii) a transfer between existing owners of Seller that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve Seller of its obligations under this Agreement unless County expressly agrees otherwise in writing.

11.11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Seller is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Seller must ensure that any use of generative artificial intelligence tools by Seller or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Seller must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.12. Conflicts. Neither Seller nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Seller's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Seller's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Seller is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Seller or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Seller is permitted pursuant to this Agreement to utilize Subcontractors to perform Services, Seller shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Seller.

11.13. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.14. Compliance with Laws. Seller and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.



11.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.16. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.18. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.20. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Seller.

11.21. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.22. HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Seller is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Seller shall: (a) fully protect individually identifiable health information as required by HIPAA and/or HITECH; and (b) comply with the Business Associate Agreement attached hereto, if any, or, if such agreement is not attached hereto and if requested by County, execute a Business Associate Agreement in the form set forth at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx). The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Seller shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of Seller’s and County’s uses of client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Seller shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.23. Payable Interest.

11.23.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Seller for any reason, whether as prejudgment interest or for any other purpose, and Seller waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.23.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.24. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.25. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.26. Use of County Name or Logo. Seller shall not use County’s name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.27. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of Seller, Seller hereby attests under penalty of perjury that Seller does not use coercion for labor

or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Seller declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute pursuant to Broward County Administrative Code Section 33.47; and Seller, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through  
its County Administrator

By: \_\_\_\_\_  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Attorney's Name (Date)  
Senior/Assistant County Attorney

By \_\_\_\_\_  
Attorney's Name (Date)  
Senior/Assistant County Attorney

JN/SS  
Purchase of Artwork Template  
07/31/25  
#1171270.8

AGREEMENT BETWEEN BROWARD COUNTY AND   
FOR PURCHASE OF ARTWORK

SELLER

**SELLER NAME**

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Exhibit A**  
**Scope of Services**

Seller shall provide the following Services:

- 1. ARTWORK:**
- 2. LOCATION & INSTALLATION (if applicable):**
- 3. ARTWORK QUALITIES:**
- 4. ADMINISTRATIVE COORDINATION:**
- 5. CONSERVATION AND MAINTENANCE REVIEW:**
- 6. ADDITIONAL SERVICES TO BE PROVIDED BY SELLER:**
- 7. TIMELINE FOR COMPLETION:**
- 8. FUNCTIONALLY INTEGRATED ARTWORK *[if applicable]*:** The Artwork will be functionally integrated as follows:  
  
***[Choose all that apply]*** The Artwork shall:
  - ☐ Develop and create an awareness of the unique aspects of a place's built and natural environments and fulfill the civic responsibility of County to provide art and design for livability, accessibility, beauty, and comfort.
  - ☐ Stimulate cultural tourism, community pride, and shared positive identity with such structures as gateways, landmarks, cultural heritage landmarks, memorials, and way-finding devices.
  - ☐ Be fully integrated to the site as a component of capital improvement projects, including all County facilities (i.e., not portable), and address a broad range of functional objectives supporting the missions of Broward County's agencies.
  - ☐ Be artist-designed elements that enhance standard necessities in County capital improvement projects such as, but not limited to, walkways, bridges, windows, floors, ceilings, plazas, seating, signage, gates, canopies, and lighting.
- 9. LOCAL ECONOMIC IMPACT:** Seller shall provide itemized list of the value of payments made to Broward County suppliers, vendors, consultants, and other businesses for any work or

services related to the design, fabrication, and installation of the project, including but not limited to materials, fabricators, engineering and other consultant services, electrical contractors, installers, studio assistants, studio rental, equipment rental, insurance, printing, photography, hotels, car rental, and meals (see Exhibit D). Seller shall submit the itemized list to the Contract Administrator annually at the end of each County fiscal year (i.e., September 30), and a combined list of all prior lists and the current lists upon Final Acceptance of the project.

**Exhibit B**  
**Payment Schedule**

This Payment Schedule shall govern all amounts due to Seller under the Agreement. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Seller shall invoice for milestones only as stated below and only upon satisfactory completion of the applicable milestone as evidenced by written approval by the Contract Administrator. The invoice amount shall be the total milestone amount shown below. If approved in advance in writing by the Contract Administrator, Seller may bill for a specified payment or for a partial payment provided that the amount of a partial payment shall not exceed the value of services actually completed in exchange for that partial payment. Final payment shall only be made upon written notice of Final Acceptance by the Contract Administrator.

Milestone payments shall be made as follows:

<b>Milestone</b>	<b>Description</b>	<b>Total Milestone Amount</b>
1.		\$ _____
2.	Final Acceptance issued by Contract Administrator	\$ _____
<b>TOTAL</b>		\$ _____

*[The remainder of this page intentionally left blank.]*



**Exhibit C**  
**Broward County Public Art and Design Cataloging Form**

Catalog # \_\_\_\_\_

*NOTE: Please add attachments to provide comprehensive information if necessary.*

<b>I.A. <u>Artist Information</u></b>	
Name:	
Also known as (if applicable):	
Name for use on label and public relations materials, if differs from above:	
Date of Birth:	
Place of Birth:	
Nationality:	
Address:	
E-mail:	
Website (if any):	
Social Media Account Name/Handle:	
Phone (business):	
Phone (cell):	
One paragraph biography of Artist:	

<b>I.B. <u>Seller Information</u></b>	
Name:	
Also known as (if applicable):	
Name for use on label and public relations materials, if differs from above:	
Date of Birth:	
Place of Birth:	
Nationality:	
Address:	
E-mail:	

<b>I.B. <u>Seller Information</u></b>	
Website (if any):	
Social Media Account Name/Handle:	
Phone (business):	
Phone (cell):	
One paragraph biography of Artist:	

<b>II. <u>Work of Art</u></b>	
Title:	
Medium:	
Dimensions in inches or centimeters:	H: W: D:
Dimensions with frame or base (if any):	H: W: D:
Frame/Base Description:	
Inscription or marks:	
In case of portable and multiple artworks, any notes as to Artist's preference for display (ex: sequential series, installation height, spacing, etc.):	
Artwork with electronic components used:	Name of item:  Manufacturer info (address, telephone, fax, e-mail):  Supplier info (address, telephone, fax, e-mail):
Artist's statement:	

<b>III. <u>Fabrication Information</u></b>	
Material(s) used in Artwork:	

Material Finish:	
Materials used in the presentation of the Artwork (maquette):	
Fabricators (name, address, phone, fax, e-mail, web site):	
Fabrication method (attach diagrams or drawings):	
Architect/Engineer (name, address, telephone, website, e-mail):	

<b>IV. <u>Installation</u></b>	
Full address for artwork location. Include street number, street name, terminal number and concourse number if Port or Airport, city and zip code	
Longitude and Latitude Map Coordinates	
Installation executed by (name, address, phone, fax, e-mail, website):	
Installation method (attach diagram of substructure, footings):	
Date of Installation:	

<b>V. <u>Documentation</u></b>	
Artist has supplied minimum of ten (10) professional quality digital format images illustrating all components of the Artwork with a minimum resolution of 300dpi. Images should provide both horizontal and vertical views of the Artwork.	
Photo Credit:	

<b>VI. <u>External Factors</u></b>	
Describe physical positioning of the artwork:	
Describe existing environmental factors that may affect the condition of the artwork:	
If the Artwork is site-specific, describe the relationship of the Artwork to its site:	

<b>VII. <u>Maintenance</u></b> (attach schedule of maintenance for specific items: light bulb, electronics etc.)	
Short-term:	
Long-term:	
Note desired appearance of the artwork:	

<b>VII. <u>Digital copies</u></b> (for use in repair of sound art and graphic reproduction):	
Identify (if any):	

**(Artist Name)**

\_\_\_\_\_  
Authorized Signature for Artist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and, if applicable, title above of  
Authorized Signature for Artist

**Exhibit D**  
**Broward County Economic Impact Survey**

**Project:** \_\_\_\_\_ **Artist:** \_\_\_\_\_  
**Reporting Period:** \_\_\_\_\_

Artist shall provide an itemized list of the value of payments made specifically to Broward County suppliers, vendors, consultants, and other businesses for any work or services related to the design, fabrication, and installation of the Artwork. Information must be provided annually for the term of the Agreement, in concurrence with County's fiscal year (October 1 through September 30), and also at the completion of the Artwork. The report shall be submitted on this form to the Contract Administrator no later than October 14 of each year for the preceding Fiscal Year. Payments include but are not limited to:

Materials:	\$
Engineering:	\$
Consultant services:	\$
Electrical Sellers:	\$
Fabrication:	\$
Installation:	\$
Studio assistants:	\$
Studio rental:	\$
Equipment rental:	\$
Insurance:	\$
Project administration:	\$
Professional visual documentation:	\$
Printing:	\$
Hotels:	\$
Car rental:	\$
Meals:	\$
Other (_____):	\$
<b>TOTAL:</b>	<b>\$</b>

**Exhibit E**  
**Artist VARA Waiver**

I, \_\_\_\_\_ (“Artist”), am the author of the following artworks:

See Exhibit 1

The Artwork may be considered a “work of visual art” subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106(a). Pursuant to the waiver provision of 17 U.S.C. §106(e)(1), as the author of the Artwork, I am authorized to waive the rights, if any, conferred by § 106(a).

In exchange for good and valuable consideration from and on behalf of Broward County, the receipt and sufficiency of which are hereby acknowledged, pursuant to 17 U.S.C. § 106(e), Artist hereby knowingly and permanently waives all rights, if any, pursuant to 17 U.S.C. § 106(a)(3). This waiver does not extend to the rights of attribution conferred by 17 U.S.C. § 106(a)(1) or § 106(a)(2).

Artist agrees and acknowledges that the Artwork constitutes a work made for hire, and all rights in and to the Artwork, including without limitation all rights in the nature of “Droit Moral” relating to any continuing interest Artist may otherwise have in the maintenance or modification of the Artwork, are expressly waived by Artist, and, insofar as such rights are transferable, are assigned to County.

Artist grants to County an unlimited, perpetual, royalty-free, and irrevocable right to use or reproduce the Artwork, in whole or in part, in any noncommercial manner or media whatsoever, including without limitation, to make, copy, publish, and distribute photographs, drawings, derivatives, or other forms of reproductions of the Artwork, including as installed and accepted by the County, and to prepare derivative works based upon the Artwork for reference, promotional, educational, and scholarly purposes.

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Artist Signature

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name type, printed, or stamped

**Exhibit 1**  
**Description of the Artwork**

[Artwork Title]  
by [Artist Name]

**Exhibit F**  
**Minimum Insurance Requirements**  
**[USE FORM PROVIDED BY RISK, NOT SELLER]**