

AGREEMENT

Between

BROWARD COUNTY

and

for

ARTIST/ARTS PROFESSIONAL CONSULTING SERVICES

AGREEMENT

Between

BROWARD COUNTY

and

for

ARTIST/ARTS PROFESSIONAL CONSULTING SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

[Instructions: Insert one of the following:

_____], hereinafter referred to as "_____."

(or)

_____, a **[State of domicile] [choose one: corporation, partnership, or _____]** lawfully organized in the State of _____ and authorized to do business in the State of Florida, hereinafter referred to as "_____."

WHEREAS, the Broward County Cultural Council is authorized to select panelists, educational speakers, and arts professionals to provide support services to the Public Art and Design Program; and

WHEREAS, the Broward County Cultural Council has selected ARTIST for the services described in this Agreement;

WHEREAS, negotiations pertaining to the services to be performed and the compensation therefor were undertaken between COUNTY and "_____" and this Agreement incorporates the results of such negotiations; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and ARTIST agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

The definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 **Agreement** - This document, Articles 1 through 11 inclusive, and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 " _____ " - The individual or business entity selected to perform the services under this Agreement.
- 1.3 **Board** - The Board of County Commissioners of Broward County, Florida, which is the governing body of Broward County government created by the Broward County Charter.
- 1.4 **Contract Administrator** - The Director of the Broward Cultural Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with ARTIST and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **Notice to Proceed** - A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.7 **Project** - _____.
- 1.8 **Work** - Any services performed pursuant to this Agreement.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 ARTIST shall perform all Work identified in this Agreement and Exhibit "A" attached hereto and made a part hereof. The parties agree that the scope of services is a description of ARTIST's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by ARTIST impractical, illogical, or unconscionable.

- 2.2 ARTIST acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.3 Prior to beginning the performance of the services under this Agreement, ARTIST must receive a written Notice to Proceed from the Contract Administrator.
- 2.4 ARTIST shall provide monthly summary reports and/or deliverables to the Contract Administrator in a manner acceptable to the Contract Administrator.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall become effective immediately upon execution by the parties (the "Effective Date") shall end on _____, 20____, subject to earlier termination as provided for herein. In the event that this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any such fiscal year shall be subject to the availability of funding from COUNTY as determined by its Board in accordance with Chapter 129, Florida Statutes (as amended). The COUNTY represents that its fiscal year begins on October 1 of each year and ends on September 30 of the following year. The County Administrator may execute amendment(s) with the ARTIST to extend the term of this Agreement.
- 3.2 Except as otherwise provided for herein, the obligations of the parties shall take effect on the date of execution here of. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.3 The provisions of Exhibits "A" and "B" have been agreed to in anticipation of the orderly and continuous progress of the Project.
- 3.4 Any extension of time (to project schedule) granted pursuant to this Article shall be in a writing which shall be signed by the ARTIST and the Contract Administrator; however, such extension shall not change the ending term of the Agreement without the prior written approval of an amendment by the County Administrator. The determination of whether a delay is caused by COUNTY or other third parties in completing the underlying capital improvement project, or if conditions beyond the ARTIST's control or Acts of God render timely performance of the ARTIST's services impossible or unexpectedly burdensome shall be made by the Contract Administrator, and the ARTIST agrees to abide by such decision. .

ARTICLE 4
COMPENSATION

4.1 COUNTY agrees to pay ARTIST, in the manner specified in Section 4.2 and Exhibit "B," Compensation and Schedule of Payments, the total amount of _____ Dollars (\$_____) for Work actually performed and completed pursuant to this Agreement, which amount shall be accepted by ARTIST as full compensation for all such Work. The COUNTY may make partial payments for completed Work as more fully set forth on Exhibit B. It is acknowledged and agreed by ARTIST that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate ARTIST for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon ARTIST's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to ARTIST to reimburse [*< his/her/its expenses.>*]

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 ARTIST may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice is due within fifteen (15) calendar days of the end of the month except the final invoice, which must be received no later than sixty (60) calendar days after this Agreement expires. Invoices shall outline the nature of the services performed and/or the expenses incurred. A written summary shall accompany each original invoice describing the work completed during that payment period.

4.2.2 COUNTY shall pay ARTIST within thirty (30) calendar days of receipt of ARTIST's proper statement, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as amended). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment may be withheld for failure of ARTIST to comply with a term, condition, or requirement of this Agreement.

4.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Contract Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.

4.4 Payment shall be made to ARTIST at:

[>Insert ARTIST's Name<]
Attn: [>Insert Name and/or Title <]
[>Insert Address<]

ARTIST may change any of the information provided under Section 4.4 herein by providing written notice of such change to Contract Administrator using the notice procedure under Section 11.7, "NOTICES." ARTIST shall provide its federal identification number on the form provided by COUNTY's Contract Administrator at the time of ARTIST's execution of this Agreement.

ARTICLE 5 CHANGES IN SCOPE OF SERVICES

- 5.1 Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 11.17 below.

ARTICLE 6 INDEMNIFICATION

ARTIST shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by the intentional or negligent act of, or omission of, ARTIST, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, ARTIST shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due ARTIST under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 7 INSURANCE

- 7.1 ARTIST shall at all times during the term of this Agreement maintain in force those insurance policies as outlined in the Exhibit "C," entitled "Certificate of Insurance"

attached hereto. Such Certificate of Insurance shall provide COUNTY with thirty (30) calendar days' prior written notice of any cancellation and/or non renewal. If any of the insurance coverages will expire prior to the completion of the Work, copies of renewal policies shall be furnished at least thirty (30) calendar days prior to the date of their expiration.

- 7.2 ARTIST shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article at least ten (10) calendar days prior to commencing services on the Project Site or other COUNTY property. ARTIST may commence services on the Project Site or other COUNTY property only after the Contract Administrator acknowledges in writing that the insurance has been accepted by the COUNTY's Risk Management Division by written approval.
- 7.3 Coverage must reflect COUNTY in the name of "Broward County and Broward County Board of County Commissioners" as additional insured(s). The certificate holder address shall read "Broward County, Florida." The official title of the owner is Broward County. The official title shall be used in all insurance documentation. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. Coverage is not to cease and is to remain in force until all performance required of ARTIST is completed.
- 7.4 COUNTY reserves the right to review and revise any insurance requirements at any time, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.

ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board or County Administrator. Termination for convenience shall be effective on the termination date stated in written notice provided by the COUNTY, through its Contract Administrator, which termination date shall be not less than thirty (30) calendar days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety or welfare. The parties agree that if the COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience.
- 8.2 Termination of this Agreement for cause by COUNTY shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously

perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured.

- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section in Article 11 of this Agreement .
- 8.4 In the event this Agreement is terminated for convenience by COUNTY, ARTIST shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. ARTIST acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by ARTIST, for COUNTY's right to terminate this Agreement for convenience.
- 8.5 In the event this Agreement is terminated for any reason, any amounts due ARTIST shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to the " RIGHTS IN DOCUMENTS AND WORKS" section in Article 11.
- 8.6 Scrutinized Companies

In the event that the total goods and services purchased under the Agreement is \$1 million or more, then, this Agreement may also be terminated for cause immediately in writing by COUNTY's County Administrator or action of its Board, through written notice from Contract Administrator, if ARTIST is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if ARTIST provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

ARTICLE 9 OBLIGATIONS OF ARTIST

- 9.1 ARTIST shall be responsible for providing services described in Exhibit "A" including, but not limited to, the quality and timely completion of the services. The ARTIST shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in services.
- 9.2 ARTIST agrees that an essential element of this Agreement is the personal skill and creativity of the ARTIST. The ARTIST shall not assign any portions of the Work to another party without the prior written consent of the Contract Administrator.

- 9.3 ARTIST agrees that all services performed under this Agreement shall comply with all applicable laws, ordinances, codes, and regulations.

ARTICLE 10
OBLIGATIONS OF COUNTY

- 10.1 COUNTY shall provide all public information it has available pertaining to the Project to ARTIST without cost.

- 10.2 COUNTY shall:

- a. arrange for access to public and private property required for ARTIST to perform the services under this Agreement; and
- b. give prompt written notice to ARTIST whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of ARTIST's services; and
- c. arrange county meetings and consultations as needed for the ARTIST to fulfill the ARTIST's obligations under this Agreement; and
- d. review materials submitted pursuant to Exhibit "A" in a timely manner.

ARTICLE 11
MISCELLANEOUS

- 11.1 RIGHTS IN DOCUMENTS AND WORK

Any and all drawings, specifications, designs, maquettes, reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. ARTIST grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to make and distribute copies by various means to members of the public, and for other non-commercial purposes. In the event of termination of this Agreement, any drawings, specifications, designs, maquettes, reports, photographs, surveys, and other data and documents prepared by ARTIST, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by ARTIST to the Contract Administrator within seven (7) calendar days of termination of this Agreement by either party. Any compensation due to ARTIST shall be withheld until all documents are received as provided herein.

- 11.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of ARTIST that are related to this Agreement. ARTIST shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of ARTIST shall be

kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, ARTIST shall make same available at no cost to COUNTY in written form.

ARTIST shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, as amended), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until final resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to ARTIST's records, ARTIST shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ARTIST. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

ARTIST shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 11.2.

11.3 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

ARTIST shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. ARTIST shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

ARTIST shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. ARTIST shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In

addition, ARTIST shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, ARTIST represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as amended). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from ARTIST all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

11.4 PUBLIC ENTITY CRIMES ACT

ARTIST represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes, as amended), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, ARTIST further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as may be amended from time to time, as a "public entity crime" 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 ARTIST has been placed on the convicted vendor list.

11.5 INDEPENDENT CONTRACTOR

ARTIST is an independent contractor under this Agreement. Services provided by ARTIST pursuant to this Agreement shall be subject to the supervision of ARTIST. In providing such services, neither ARTIST nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to ARTIST or ARTIST's agents any authority of any kind to bind the COUNTY in any respect whatsoever.

11.6 THIRD PARTY BENEFICIARIES

Neither ARTIST nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment or delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

[>Insert Title<]
Attn: [>Insert name and/or title<]
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR ARTIST:

[> Insert Title<]
Attn: [>Insert name and/or title<]
[>Insert ARTIST's Name<]
[>Insert address<]

[>INSTRUCTION NOTE: If the ARTIST's uses a post office box for mailing purposes, the ARTIST must also provide a street address for hand delivery purposes.<]

Either party may change its information provided in Section 11.7 herein by providing written notices to the other party using the notices procedures in Section 11.7, "NOTICES" herein. As authorized in Section 1.4, the Contract Administrator may also be changed using the notices procedure in Section 11.7, "NOTICES" herein.

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, ARTIST

shall not subcontract any portion of the Work required by this Agreement except as authorized in advance, in writing, by COUNTY's Contract Administrator.

ARTIST represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

ARTIST shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of ARTIST's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

11.9 CONFLICTS

Neither ARTIST nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with ARTIST's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

ARTIST further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or ARTIST is not a party, unless compelled by court process. Further, ARTIST agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude ARTIST or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event ARTIST is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, ARTIST agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as ARTIST.

11.10 CONTINGENCY FEE

To the extent required by the funding source for this Project, ARTIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARTIST, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ARTIST, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award

or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.11 MATERIALITY AND WAIVER OF BREACH

COUNTY and ARTIST agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.12 COMPLIANCE WITH LAWS

ARTIST shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations (as amended) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.13 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or ARTIST elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) COUNTY business days after the finding by the court becomes final.

11.14 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

11.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement,

requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect.

11.16 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. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, ARTIST AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

11.17 AMENDMENTS

The County Administrator may execute written amendment(s) to the Agreement to change any of the provision(s) on any of the exhibit(s), to change the term and time of performance, to change the compensation, and to change the insurance requirements. Except as otherwise provided herein, and except as may otherwise be provided in Chapter 24, Section 24.20 of the Broward County Administrative Code, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and ARTIST or others delegated authority to or otherwise authorized to execute same on their behalf.

11.18 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

11.19 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" (Scope of Services), "B" (Compensation and Schedule of Payments), and "C" (Certificate of Insurance). If there are any

additional exhibit(s) attached hereto, then, such exhibit shall also be deemed a part hereof and incorporated herein by reference.

11.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

11.21 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by ARTIST.

11.22 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

11.23 SURVIVAL

The following provisions shall survive the expiration or earlier termination of this Agreement: Article 6, "Indemnification"; Section 11.16, "Jurisdiction, Venue, Waiver of Jury Trial"; and Section 11.21, "No Interest." The following provisions shall survive the expiration or earlier termination of this Agreement for at least a period of five (5) years after such expiration or termination or longer if required by the Florida Public Records Act (Chapter 119, Florida Statutes, as may be amended from time to time): Section 11.7, "Notices," and Section 11.2, "Audit Right and Retention of Records."

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY signing through its County Administrator, authorized to execute same by the Board of County Commissioners, and ARTIST[if **ARTIST is a corporation, add: "signing by and through its _____,"**], duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through the
Broward County Administrator

Signature

Print Name:_____

Signature

Print Name:_____

By _____

County Administrator

____ day of _____, 20____.

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Authorized Signature (Date)

By _____
Andrea S. Froome (Date)
Senior Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR
ARTIST/ARTS PROFESSIONAL CONSULTING SERVICES

ARTIST

WITNESSES:

<Insert Artist's Name - All Caps>

Signature

By _____
Authorized Signature

Print Name: _____

Print Name and Title, if applicable,
of Authorized Signature

Signature

Print Name: _____

_____ day of _____, 20____

***[Instructions: If corporate entity add
following:]***

Attest:

Corporate Secretary

(SEAL)

ASF:dp
10/04/11
2012 ArtConsultant-Form-[10-14-11]
#11-110.12

EXHIBIT A

SCOPE OF SERVICES

_____ **PROJECT**

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

EXHIBIT B
COMPENSATION AND SCHEDULE OF PAYMENTS
_____ **PROJECT**

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

EXHIBIT C

CERTIFICATE OF INSURANCE

[INSTRUCTIONS: Optional provision below subject to modification by Risk Management Division.]

The claims period under the required insurance policies shall be for at least a period of _____ (__) years <<***Insert , e.g., from the date of written acceptance of the work, from the date of expiration or earlier termination of the Agreement, etc.***>> subject to a longer period of time if allowed by applicable State of Florida laws (including, but not limited to, Chapter 95, Florida Statutes as may be amended from time to time).

[INSTRUCTIONS: Risk Management to provide number of years to insert which probably should be at least five (5) years or more.]

[Attach Certificate of Insurance approved
by COUNTY's Risk Management Division.]

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