

3H-2

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **October 2, 2007** **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

Motion and Title: Staff recommends motion to approve: a Grant Agreement with the City of Delray Beach in the amount of \$25,000 for the creation, fabrication and installation of the Knowles Park Sculpture Project.

Summary: The Public Art Committee issued a "Public Art Improves Our Community" request for proposals to municipality/artist teams to design, fabricate and install public art which complement public buildings, parks and/or plazas; creates a sense of place; enhances community identity and improves the design quality of public infrastructure in outdoor locations. Grants were available to municipalities, which act as the fiscal agent, in partnership with artists. Municipalities were required to demonstrate a one hundred percent (100%) cash match. The Public Art Committee received and reviewed four "Public Art Improves Our Community" proposals. The Committee selected the City of Delray Beach, in partnership with artist John Clement, for the Knowles Park Sculpture Project. This is one of two municipal projects the Committee selected. **(FDO Admin)/Countywide District 7 (JM)**

Background and Justification: The Public Art Committee recognizes the crucial role that governments and artists play in enhancing the aesthetic qualities of society. The "Public Art Improves Our Community" matching grant program supports collaborative projects between artists and communities and aims to be a catalyst for private and governmental support of public art on publicly owned property throughout Palm Beach County.

The City of Delray Beach's proposal met the following Project Criteria:

- 1) Project must be located on property owned by the Applicant or on property that the Applicant has secured through perpetual easement and allows for this use. The Applicant will be required to submit proof of ownership with the Grant Application.
- 2) Applicant must fund at least fifty percent (50%) of the total project cost.
- 3) The project should be developed as a place-specific installation which responds to the characteristics of the particular location, such as the history, physical environment and diversity of the people within the community.
- 4) The project should have a clear benefit to and involvement of the community.
- 5) The project should support artistic excellence, be of high quality and created by qualified artist(s).
- 6) The proposed public art must be sited in a location that is physically accessible to all people.
- 7) Applicant must be able to provide continuous monitoring and maintenance of project, during and after installation.

Attachments:

1. Grant Agreement
2. Budget Availability Statement

Recommended By: Anthony Wolf 9/11/07
Department Director

Approved By: [Signature] 9/10/07
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2008 | 2008 | 2010 | 2011 | 2012 |
|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Capital Expenditures | <u> </u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>25,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| NET FISCAL IMPACT | <u>\$25,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

Is Item Included in Current Budget? Yes X No

Budget Account No: Fund 3019 Department 581 Unit P568 Object 8101
Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

[Signature] 9/19/07
OFMB V0
9/14

[Signature] 9/20/07
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 9/26/07
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

**GRANT AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
CITY OF DELRAY BEACH**

This Interlocal Agreement (hereinafter "Agreement") is made the _____ day of _____, 2007, between the City of Delray Beach, a municipality located in Palm Beach County, Florida (hereinafter "Grantee") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County").

WITNESSETH

WHEREAS, the Board of County Commissioners has established and funded a grant program to financially assist municipalities with the development of public art on municipally owned or controlled lands; and

WHEREAS, Grantee has applied for a County grant to develop art on property owned or controlled by the Grantee; and

WHEREAS, Grantee has been selected for award of a County grant; and

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

SECTION 1 – PROJECT:

Grantee shall develop public art, hereinafter referred to as the "Project," on property owned or controlled by the Grantee as specifically set forth in the Grant Application, hereinafter referred to as Exhibit "A", attached hereto and made a part hereof. Grantee shall be responsible for all Project expenses not reimbursed as eligible Project expenses by the County.

SECTION 2 - ELIGIBLE PROJECT EXPENSES:

County shall reimburse only actual, verifiable expenses incurred by the Grantee for the Project. Project costs eligible for reimbursement by the County ("Eligible Project Costs") shall include: artist's design fee, consulting fees such as structural engineering or material testing, permit fees, liability insurance, materials, models, fabrication, transportation, shipping, installation, project documentation and land acquisition costs. County shall not reimburse project administration/overhead costs or costs associated with the preparation, submission, or presentation of the Grant Application. Project costs must be incurred after the effective date of this Agreement to qualify for reimbursement.

SECTION 3 - PAYMENTS TO GRANTEE:

County shall reimburse Grantee in an amount not to exceed \$25,000.00 for Eligible Project Costs provided Grantee completes the Project as described in Exhibit "A", as verified by the County, and Grantee has met the matching funds requirement by expending at least \$25,000.00 of its own funds for Project costs. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A". To receive reimbursement, Grantee must submit to the County:

- A. A Payment Request Form, attached hereto and made a part hereof as Exhibit "B", which shall include a copy of each invoice paid by Grantee and proof of payment by Grantee. All invoices and receipts must clearly state that goods and/or services were invoiced to Grantee and not to an individual or "Cash."
- B. Project Report summarizing the Project and at least one photograph (no larger than 8 ½ " x 11").

SECTION 4 – PROJECT MAINTENANCE:

Grantee shall provide all maintenance and repair required by Project. Grantee shall fund all costs of operation and maintenance of the Project. This section shall survive termination of this Agreement.

SECTION 5 - INSURANCE:

Grantee shall, at its sole expense, maintain in full force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Grantee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Grantee under this Agreement.

- A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the Grantee acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

- B. In the event the Grantee maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the Grantee shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. Grantee shall provide this coverage on a primary basis. Grantee shall endorse the County as an Additional Insured with a CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read

“Palm Beach County Board of County Commissioners.” Grantee shall provide the Additional Insured coverage on a primary basis.

- C. The Grantee shall maintain or be self-insured for Worker’s Compensation & Employer’s Liability insurance in accordance with Florida Statutes, Chapter 440. Grantee shall provide this coverage on a primary basis.
- D. When requested, the Grantee shall deliver to the County an affidavit or Certificate of Insurance evidencing the types and amounts of insurance required by this Agreement, self-insurance and/or sovereign immunity status. The certificate holder’s address shall read: Palm Beach County, c/o Facilities Development & Operations, 3200 Belvedere Road, Building 1169, West Palm Beach, FL 33406.

Grantee shall ensure and provide proof that the Artist partnering with the Grantee, to create the Project, maintains in full force and effect during the duration of the Project: 1) Commercial General Liability and Business Auto Liability insurance at limits not less than \$500,000 combined single limit for bodily injury or property damage, and 2) Worker’s Compensation & Employer’s Liability insurance in accordance with Florida Statutes, Chapter 440.

SECTION 6 - INDEMNIFICATION:

It is understood and agreed that Grantee is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. Without waiver of limitation as provided for

in Section 768.28, Florida Statutes, Grantee shall, to extent permitted by law, indemnify, save and hold harmless County from any claims, losses, demands or causes of action of whatsoever kind or nature arising out of or relating to any act, error or omission of Grantee or the terms and conditions contained in this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. The foregoing indemnification shall survive termination of this Agreement.

SECTION 7 - WARRANTY/PERSONNEL:

Grantee warrants that all Project-related services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Grantee further represents that it has, or will secure at its own expense, all necessary personnel required to complete the Project under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to complete such Project. Such personnel shall not be employees of the County.

SECTION 8 - EQUAL OPPORTUNITY PROVISION:

The County and the Grantee agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity associated with the performance of this Agreement.

SECTION 9 - ACCESS AND AUDITS:

Grantee shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended on the Project for a period of not less than three

(3) years. The County shall have the right to inspect and audit said books, records, and documents during normal business hours.

SECTION 10 - PUBLIC ENTITY CRIME CERTIFICATION:

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Grantee certifies that its contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

SECTION 11 - DEFAULT:

The parties agree that, in the event Grantee is in default of its obligations under this Agreement, the County shall provide Grantee thirty (30) days written notice to cure the default. In the event Grantee fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Grantee for the Project deemed to be in default and Grantee shall return any grant funds already collected by Grantee for Project.

SECTION 12 - EFFECTIVE TERM/TERMINATION:

This Agreement shall take effect upon execution by both parties and approval by the Palm Beach County Board of County Commissioners. This Agreement shall continue in full force for a term of 18 month(s), unless otherwise terminated as provided herein. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice by the terminating party to the other party, provided that the County will not arbitrarily or unreasonably deny funding to Grantee under the terms and conditions set forth herein. This Agreement may terminated by the County

with cause upon expiration of the thirty (30) day cure period provided in the Default section of this Agreement.

SECTION 13 - NOTICES:

The County's representative/grant manager during the term of this Agreement is identified as:

Department of Facilities Development & Operations

Attn: Art in Public Places Administrator

3200 Belvedere Road, Building 1169

West Palm Beach, FL 33406

(561)233-0235 Fax: (561) 233-0206

The Grantee's representative/grant manager during the term of the Agreement is identified as:

Name: Randal L. Krejcarek, P.E., City Engineer

Telephone, Email: (561) 243-7322, krejcarek@ci.delray-beach.fl.us

Mailing Address: 434 South Swinton Avenue, Delray Beach, FL 33444

All notices and documentation required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States mail to the County and Grantee representative/grant manager identified above, respectively.

SECTION 14- ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, however, that this clause pertains only to the parties to this Agreement.

SECTION 15- COMPLIANCE WITH LAW

Grantee shall abide by, and be governed by, all applicable federal, state, county and municipal laws, rules and regulations in completing the Project. Grantee agrees to include this provision in all subcontracts issued as a result of this Agreement. In entering into this Agreement, County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct the activity required by the Project. Failure to comply with this Section may result in the County's refusal to honor reimbursement requests for the Project.

SECTION 16- REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof. Grantee shall promptly reimburse the County for any funds which are misused or misspent.

SECTION 17- SEVERABILITY

In the event that any section, paragraph, sentence, clause or provision hereof by held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 18 - ENTIRETY OF AGREEMENT

The County and the Grantee both agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 19- EXCLUSIVE BENEFIT:

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

SECTION 20 - NO TRANSFER OF POWERS

Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for County and Grantee shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

SECTION 21 - FILING

This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Grantee has hereunto set his/her hand the day and year above written.

ATTEST:
CITY CLERK

CITY OF

By: Donald D. Nubari
City Clerk

By: Rita Ellis
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
City Attorney

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: Audrey Wolf
Audrey Wolf, Director
Dept. of Facilities Dev. & Ops. *EW*

"Public Art Improves Our Community" Matching Grant Application

ADMINISTRATIVE INFORMATION

Project Title: Knowles Park Sculpture Project

Contact Person: Randal L. Krejcarek, P.E. Contact Title: City Engineer

Contact Agency: City of Delray Beach

Artist(s) Name: John Clement

Contact Mailing Address: C/O/ Firehousestudios, 1196 Metropolitan Ave

City: Brooklyn State: FL Zip: 11237

Contact Phone: 917-400-0877 Contact E-mail: firehousesculpture@verizon.net

PROJECT INFORMATION

1. Amount of Grant Request: \$25,000.00 Total Project Cost: \$50,000.00

Amount of Matching Funds: \$25,000.00

2. Describe the specific source of the matching funds:
City of Delray Beach Capital Improvement Program Budget (1.5% of Construction cost is earmarked for Public Art)

3. Funding source for long-term Project maintenance:
City of Delray Beach Capital Improvement Program Budget (1.5% of Construction cost is earmarked for Public Art)

4. Proposed Project location: Knowles Park which is location on the east side of US 1 just north of Linton Blvd. See attached location map and photos. (please enclose photos of location)
Describe Project location, nearest cross streets, facility type and property use.

5. Estimated Project Start Date: Will begin upon execution of agreement with PBCo
Estimated Project Completion Date: Nov 2007

Project Budget

Provide a proposed budget indicating how grant funds will be utilized and where the matching funds will be allocated.

| CATEGORY OF EXPENDITURE | GRANT AMOUNT | MATCHING FUNDS |
|--|--------------------|--------------------|
| Design (maximum 10% of Project budget) | \$2,500.00 | \$2,500.00 |
| Fabrication | \$15,000.00 | \$15,000.00 |
| Installation | \$7,000.00 | \$7,000.00 |
| Other | \$500.00 | \$500.00 |
| TOTAL REQUESTED | \$25,000.00 | \$25,000.00 |
| TOTAL GRANT AGREEMENT (GRANT AMOUNT + MATCHING FUNDS) | \$50,000.00 | |

ATTEST:

CITY OF

By: Janet K. Whipple

By: Brenda Montague

Janet K. Whipple 01/24/2007
Acting City Clerk

[Signature]
for Mayor Ellis

Name (Type or Print)

Name (Type or Print)

Approved as to form and
legal sufficiency:

By: [Signature]
Att. City Attorney

Proof of property Municipal ownership / control for proposed Project location



Site

PCN # 12-43-46-21-09-002-0091
Owner: City of Delray Beach

Proof of matching funds. (Must submit within 30 days of recommended grant award. Proof includes appropriation approved by municipality or by agreement for private funding/donation. If unable, the grant may be reassigned to another applicant.)

Will provide within 30 days of recommended grant award.

Palm Beach County
Public Art Improves Our Community
Grant Application

KNOWLES PARK SCULPTURE PROJECT

Submitted by
City of Delray Beach

Project Description

The City of Delray Beach Art in Public Places Advisory Board (Board) has identified several needs for strategically located public art throughout the City. One prominent location, which acts as a southern gateway into the City, is Knowles Park. Knowles Park is bounded by the Intracoastal Waterway on the east and Federal Highway (US 1) on the west. Knowles Park is the only park in Delray Beach that directly links a major north-south corridor, US 1, with the Intracoastal Waterway. The park is located on the east side of US 1 approximately ½ mile north of Linton Boulevard. As the southern gateway into Delray Beach, US 1 has an average daily volume of approximately 15,000 vehicles. Delray Beach's Comprehensive Plan identifies Knowles Park as one of two public parks abutting the Intracoastal Waterway and the only park that provides boat access to the Intracoastal Waterway.

The Call to Artists asked that proposals consider the location and propose "a large-scale outdoor three-dimensional sculpture, suitable for the Gateway to downtown Delray Beach". The design must include innovative, "out of the box" thinking, and uses the surrounding environment creatively. Knowles Park is primarily viewable from moving vehicles and should be designed accordingly. Night illumination is required and should be considered part of the art experience.

The proposed large scale abstract sculpture's working title is "*Whirl Wave*". As part of the community outreach related to this project, a naming contest will be held. The intent of the naming contest is to encourage the public experience the sculpture and then use this experience to create a title that has appeal. The proposed art is an eight inch coiled and welded steel pipe that will incorporate three or four intersecting loops and coiled sections. The art piece will stand fourteen feet tall, twelve feet wide and twenty feet in length. The proposed art will be painted high gloss New Holland Red.

The Artist describes his proposed art as follows: "The sculptures I create are large-scale, painted steel forms with open and inviting negative spaces. The interlocking coils of steel create a dynamic energy drawing viewers into the work while safely providing sections for sitting, leaning or standing. The sculptures' open, curvilinear forms and movement of line create varying perspectives of space from 360 degrees around the piece. Viewers are provided a fresh look from all approaches while cultivating a unique and ongoing dialogue with the surrounding architectural and/or pastoral landscape. As highly visible works of art situated in prominent locations, my sculptures offer multiple

functions; serving as landmarks, social meeting places and locations for quiet reflection the work invigorates a location with playful color and movement. Fabricated from welded and painted 8" diameter steel pipe, the sculptures are extremely durable easily withstanding the harshest weather conditions while requiring minimal maintenance."

One of the goals of art in public places is providing the opportunity to take art out of the galleries and museums and into the public realm. Knowles Park sculpture project plays an important part in this movement of public art in public places and provides an invaluable part in cultural tradition and public service.

Not only is Knowles Park one of the few public access ways to the Intracoastal Waterway, but the park also serves as a picnic area, playground and boat ramp for both fishing and recreational boats. This combination of activities provides an ideal location for the installation of public art such as a contemporary sculpture. The park accommodates a high volume of diverse citizenry on a daily bases. The proposed sculpture will add another unique and wonderful element to the park visitor's experience. Facing east, the sculpture will frame the sunrise at dawn. The implied movement of the coiled steel, bearing great similarity to a swirling or breaking wave, will directly correspond to the body of water adjacent the park, the Intracoastal Waterway, and the rich waterfront history of the City. The durable nature of the welded and brightly painted steel provides a highly visible, safe and secure structure, while acknowledging the great history and tradition of American industry. For a work of contemporary public sculpture, there could not be a more fitting site than Knowles Park, situated on a beautiful stretch of land within the dynamic, diverse and growing community of Delray Beach.

Project Schedule

| | |
|----------------------------|--|
| April 27, 2007 – 5:00 p.m. | Deadline – Grant Application submittals |
| May 17, 2007 | Finalists selected and notified |
| July 2007 | Recommendation submitted to Board of County Commissioners for approval |
| July 2007 | Contract Execution and "Notice to Proceed" |
| Nov – Dec 2007 | Art Installation |
| Jan 2008 | Ribbon Cutting |

Concept drawings of proposed Project

Working title: "WHIRL-WAVE"

Knowles Park Sculpture Project

DIMENSIONS (2) 14h x 12w x 8d

Artist: JOHN CLEMENT



LENGTHWISE VIEW

20'

7' x 8' 03"

✓

14'

✓

✓

KNOWLES PARK
sculpture Project

WORKING TITLE: WHIRLWAVE
ARTIST: JOHN CLEMENT

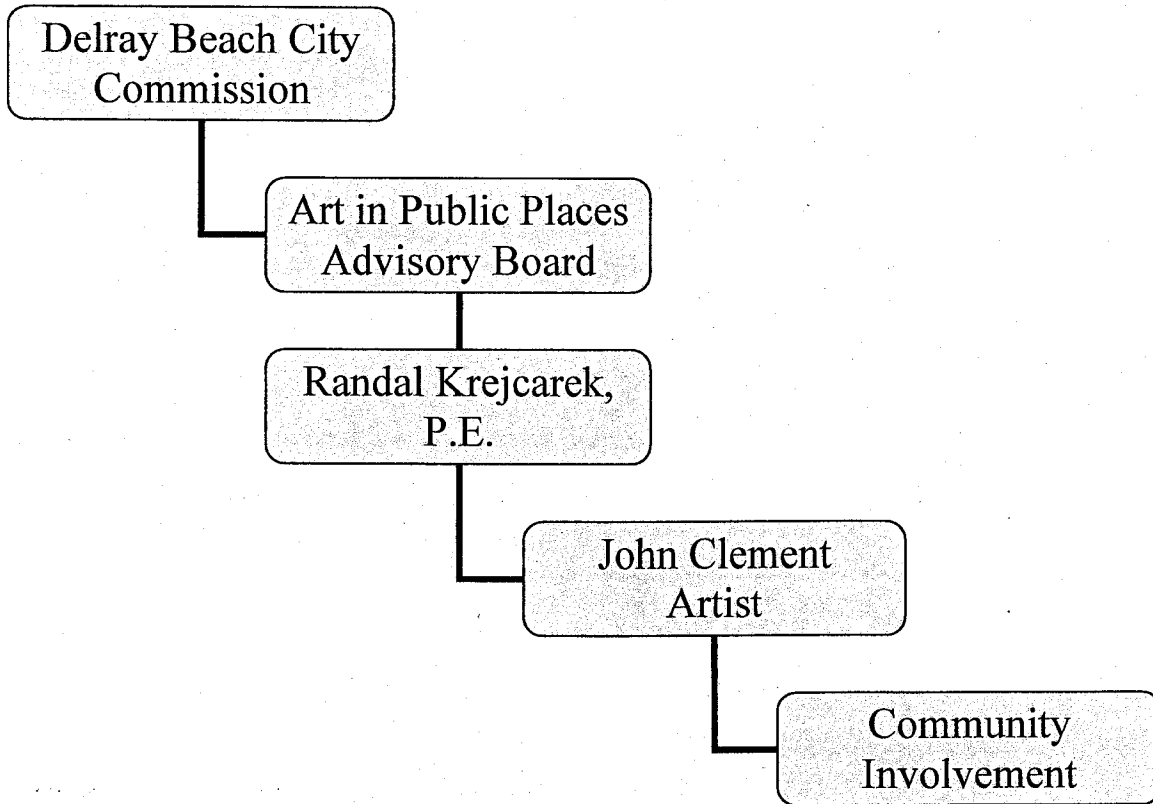


PARTIAL FRONT VIEW

DIMENSIONS: @ MAX 10W x 20'D

FO 38

Team Organizational Chart



Delray Beach City Commission: The Commission is responsible for approval of all agreements as well as approving funding for Public Art projects.

Public Art Advisory Board: The Art Board makes recommendations to City Commission regarding types and placement of public art.

City Engineer: Mr. Krejcarek is responsible for overseeing the implementation of public art in the city. Implementation includes; advertising for Call to Artists, presenting proposed public art to the Public Art Advisory Board, obtaining City Commission approval of Public Art Advisory Board recommendations, providing technical support for agreements, obtaining required permits for installation of public art and over seeing all public art installation.

Artist: Mr. Clement is the artist that will be providing the approved art work. Mr. Clement will also spearhead the community outreach activities as described in the Community Interaction section of this application.

Community Involvement: Community involvement includes introducing the art piece as well as the artist to the community, a hands on sculptural workshop for kids and a community interactive 'Name the Sculpture' contest.

Annotated Image List (Also on CD)

John Clement

C/O Firehouse Studios
1196 Metropolitan Ave.
Brooklyn, NY 11237
917 400 0877
www.firehousestudio.com

Slide/CD-R Identification List



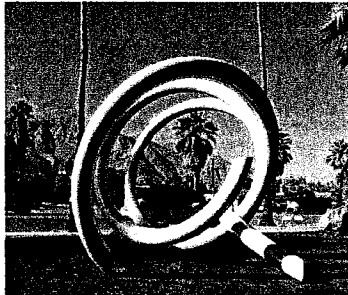
1. *Kini's Playground*, 2005; painted steel; 9'(h) x 8' x 16'
Vancouver Sculpture Biennale, 2005
Notified: August 2005/Installed: September 2005
Project Manager: Sarah Creedon; 604.682.1289
Budget: \$55,000.
Commissioning Agency goals: Community awareness of sculpture and the arts



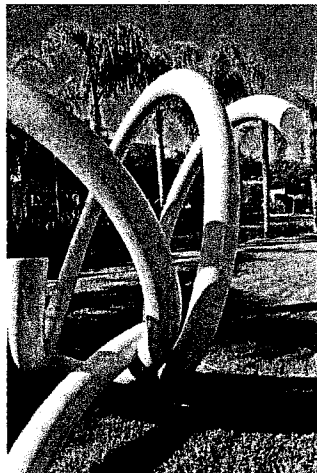
2. *Kini's Playground*, 2005; painted steel; 9'(h) x 8' x 16'
Vancouver Sculpture Biennale, 2005
Notified: August 2005/Installed: September 2005
Project Manager: Sarah Creedon; 604.682.1289
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John Clement
C/O Firehouse Studios
1196 Metropolitan Ave.
Brooklyn, NY 11237
917 400 0877
www.firehousetudio.com

Slide/CD-R Identification List



3. *Squeeze*, 2005; painted steel; 10' (h) x 9' x 12'
City of Palm Springs, California
Notified: November 2006/Installed: January, 2007
Project Manager: Jennifer Henning; 760.778.8408
Budget: \$40,000.
Commissioning Agency goals: Community awareness of
sculpture and the arts



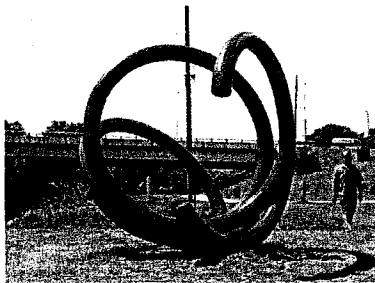
4. *Squeeze*, 2005; painted steel; 10' (h) x 9' x 12'
City of Palm Springs, California
Notified: November 2006/Installed: January, 2007
Project Manager: Jennifer Henning; 760.778.8408
Budget: \$40,000.
Commissioning Agency goals: Community awareness of
sculpture and the arts

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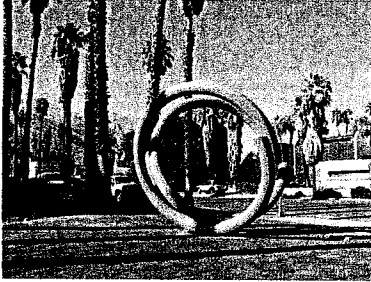
5. *Chewey*, 2006; painted steel; 12' (h) x 9' x 9'
City of Macon, Georgia
Notified: January 2006/Installed: March, 2006
Project Manager: Lynn Cass; 478.743.6940
Budget: \$40,000.
Commissioning Agency goals: Community awareness of
sculpture and the arts



6. *Chewey*, 2006; painted steel; 12' (h) x 9' x 9'
City of Macon, Georgia
Notified: January 2006/Installed: March, 2006
Project Manager: Lynn Cass; 478.743.6940
Budget: \$40,000.
Commissioning Agency goals: Community awareness of
sculpture and the arts

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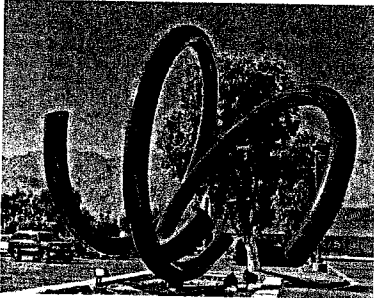
7. *Ithiel*, 2005; painted steel 10' (h) x 9' x 9'
City of Palm Springs, California
Notified: November 2006/Installed: January, 2007
Project Manager: Jennifer Henning; 760.778.8408
Budget: \$40,000.
Commissioning Agency goals: Community awareness of sculpture and the arts



8. *Ithiel*, 2005; painted steel 10' (h) x 9' x 9'
City of Palm Springs, California
Notified: November 2006/Installed: January, 2007
Project Manager: Jennifer Henning; 760.778.8408
Budget: \$40,000.
Commissioning Agency goals: Community awareness of sculpture and the arts

John Clement
C/O Firehouse Studios
1196 Metropolitan Ave.
Brooklyn, NY 11237
917 400 0877
www.firehousestudio.com

Slide/CD-R Identification List



9. *Butch*, 2005; painted steel 10' (h) x 9' x 8'
City of Palm Springs, California
Notified: November 2006/Installed: January, 2007
Project Manager: Jennifer Henning; 760.778.8408
Budget: \$40,000.
Commissioning Agency goals: Community awareness of sculpture and the arts



10. *Jasper*, 2006; painted steel 9' (h) x 9' x 13'
Vancouver Sculpture Biennale, 2005
Notified: August 2005/Installed: September 2005
Project Manager: Winnie Esperson; 604.682.1289
Budget: \$55,000.
Commissioning Agency goals: Community awareness of sculpture and the arts

**EXHIBIT B
PAYMENT REQUEST FORM**

GRANTEE: _____ GRANTEE'S GRANT MANAGER: _____
 COUNTY AGREEMENT NO.: R _____ - _____
 DATE OF REQUEST: _____ PERFORMANCE PERIOD: _____
 AMOUNT REQUESTED:\$ _____ MATCHING REQUIRED:\$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

| CATEGORY OF EXPENDITURE | AMOUNT OF THIS REQUEST | MATCHING FUNDS |
|--|------------------------|----------------|
| | \$ | \$ |
| | \$ | \$ |
| Subcontracting: | | |
| Design (Artist's Fee) | \$ | \$ |
| Fabrication (Permit Fees, Consulting Fees) | \$ | \$ |
| Installation | \$ | \$ |
| Materials | \$ | \$ |
| Other (Travel, Per Diem, etc.) | \$ | \$ |
| TOTAL REQUESTED | \$ | \$ |
| TOTAL GRANT AGREEMENT | \$ | |
| TOTAL REMAINING IN GRANT | \$ | |

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above were for items that were charged to and utilized only for the above cited grant activities.

| | |
|-------------------------------------|------------------------|
| Grantee's Grant Manager=s Signature | Grantee's Fiscal Agent |
| Print Name | Print Name |
| Telephone Number | Telephone Number |

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: REQUESTED BY PHONE:

PROJECT TITLE: Grant for Knowles Park Sculpture Proj

ORIGINAL CONTRACT/ANNUAL AMOUNT:25,000 BCC DATE: 10/16/2007

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME: City of Delray Beach

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

| | |
|-----------------------|---------------|
| CONSTRUCTION | _____ |
| ARCHITECTURE/ENGINEER | _____ |
| STAFF COSTS | _____ |
| EQUIPMENT/OTHER | <u>25,000</u> |

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3019 DEPT:581 UNIT: P568 SUNIT 02 OBJ:8101

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY:

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY:



DATE:

9-11-07

ATTACHMENT #2



STATE NATIONAL INSURANCE CO.

CERTIFICATE OF INSURANCE

DATE ISSUED: 8/3/07

| | |
|---|--|
| PRODUCER Arthur J. Gallagher & Co 2255 Glades Road Suite 400 E. Boca Raton, FL 33431 INSURED City of Delray Beach 100 Northwest 1 st Ave. Delray Beach, FL 33444 | This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate <i>DOES NOT</i> amend, extend or alter the coverage afforded by the policies below. |
| | <p style="text-align: center;">COMPANIES AFFORDING COVERAGE</p> COMPANY (A) <u>STATE NATIONAL INSURANCE COMPANY</u> COMPANY (B) _____ COMPANY (C) _____ COMPANY (D) _____ |

COVERAGES
 This is to certify that the policies of Insurance listed below have been issued to the Insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|---|---------------|----------------------------------|-----------------------------------|--|------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | MOB 02669 32 | 10/01/06 | 10/01/07 | GENERAL AGGREGATE PRODUCTS-COMP/OP AGG EACH OCCURRENCE FIRE DAMAGE (any one fire) MED. EXPENSE (any one person) | SEE BELOW |
| A | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY | MOB 02669 32 | 10/01/06 | 10/01/07 | COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE | SEE BELOW |
| A | <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | MOB 02669 32 | 10/01/06 | 10/01/07 | EACH OCCURRENCE AGGREGATE | \$1,000,000. \$2,000,000. |
| | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | MOB 02669 32 | 10/01/06 | 10/01/07 | STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICE LIMIT DISEASE-EACH EMPLOYEE | Statutory |

XXXX - POLICY SUBJECT TO A \$500,000 per occurrence S.I.R.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS - All operations usual to a normal City Government including Palm Beach County as additional insured but only to the extent of indemnity provisions of the applicable contract and only to the extent allowed by F.S. 768.28 with respects to Interlocal agreement between Palm Beach County & the City of Delray Beach for "Public Art Improves Our Community" grant. All other terms and conditions of policy remain unchanged.

| | |
|--|--|
| CERTIFICATE HOLDER Palm Beach County 2633 Vista Parkway West Palm Beach, FL 33411-5603 Attention: Facilities Development & Operations | Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. |
| | Authorized signature: Sandra M. Donaghy |

Meadowbrook Insurance Group