



**CITY OF
MOUNT
DORA**

**Leisure Services
900 N. Donnelly St.
Mount Dora, FL 32757
352-735-7183
Fax: 352-735-3681**

E-mail: publicarts@cityofmoundora.com

**PUBLIC ARTS COMMISSION MEETING
City Hall Board Room, 510 N. Baker Street, Mount Dora, FL 32757
July 26, 2022 at 3:30 PM**

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes
 - A. May 24, 2022 Public Arts Commission Meeting Minutes
- IV. Public Comment
- V. Presentations
- VI. Action Items
- VII. Resolutions
- VIII. Ordinances
- IX. Discussion Items
 - A. Review Draft of Public Art Master Plan
- X. City Staff
 - A. Ongoing Budget Balances
- XI. Communications and Reports
 - A. Commission Member Susan Grogan
 - B. Commission Member Maryann McNamara
 - C. Commission Member Keashawn "Kay" Volmer
 - D. Commission Member John Wesner

E. Vice-chair Harlow Middleton

F. Chair Thomas Decker

XII. Future Meeting Dates

A. August 23, 2022, 3:30 p.m.

B. September 27, 2022, 3:30 p.m.

C. October 25, 2022, 3:30 p.m.

XIII. Adjournment

NOTICE: Please note that, for purposes of Section 286.011, Florida Statutes, two or more members of the City Council may be present at this meeting, and this meeting may be considered a City Council meeting.

NOTICE: If any person decides to appeal any decisions at this meeting with respect to any matter considered, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE: In accordance with the Americans With Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding should contact Jennifer Schwarz no later than seven (7) days prior to the proceedings. (352) 735-7183 ext. 1605. for assistance. If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

If you have any comments or question regarding the contents of this agenda packet, please call Jennifer Schwarz at (352) 735-7183 ext. 1605.



CITY OF MOUNT DORA

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352-735-7183
Fax: 352-735-3681

E-mail: parksandrec@cityofmoundora.com

DATE: July 26, 2022

TO: Public Arts Commission Members

FROM: Amy Jewell, Leisure Services Director

SUBJECT: May 24, 2022 Public Arts Commission Meeting Minutes

Introduction:

This is a request for the members of the Public Arts Commission to approve meeting minutes.

Discussion:

Administrative staff prepare minutes and present them to the commission as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation

Members of the Public Arts Commission approve the minutes as transcribed.

Attachment(s):

1. 05-24-22 PAC Minutes

Prepared by: Jeanann Hand, Deputy City Clerk
Reviewed by: carsonc carsonc, Special Events Manager
Amy Jewell, Leisure Services Director

Approved - 6/23/2022
Final Approval - 7/22/2022

**CITY OF
MOUNT DORA, FLORIDA
PUBLIC ARTS COMMISSION
MINUTES**



**CITY HALL
COUNCIL CHAMBER
510 N. BAKER ST.
MOUNT DORA, FL
May 24, 2022**

Call to Order

Having been duly advertised as required by law, Chairperson Decker called to order at 3:30 p.m. the May 24, 2022 meeting of the Public Arts Commission.

Roll Call

Members Present

Commissioner Susan Grogan, District 3
Commissioner Maryann McNamara, District 4
Commissioner Kaeshawn "Kay" Volmer, District 5
Commissioner Kelly Burns, At Large
Vice-chairperson Harlow Middleton, Mayoral Appointee
Chairperson Thomas Decker, District 2

Also Present

Chris Carson, Cultural and Special Events
Manager
Jeanann Hand, Deputy City Clerk

Members Not Present

Commissioner John Wesner, District 1

Approval of Minutes

A. March 22, 2022 Public Arts Commission Meeting Minutes

MOTION BY VICE-CHAIPERSON MIDDLETON TO APPROVE THE MARCH 22, 2022 PUBLIC ARTS COMMISSION MEETING MINUTES; COMMISSIONER MCNAMARA SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

<i>YES</i>	Vice-chair Middleton Commissioner McNamara Commissioner Burns Commissioner Grogan Chairperson Decker
<i>NO</i>	None

Action Items

A. Pride Month Downtown Banner Display

Mr. Carson provided background on the banners that would be installed throughout the City in honor of Pride Month. Mr. Carson informed the commissioners that a private donor is funding the banners. The banners will be stock design. Commission members discussed the design of the banners and the ramifications of private donors funding flags and banners. Ms. Jewell explained the protocol for flags and banners, the restrictions of the hardware involved, and the costs of installation and removal. Commissioners and staff recalled prior discussions regarding the Commission sponsoring banners.

MOTION BY VICE-CHAIR MIDDLETON TO APPROVE THE INSTALLATION OF THE PRIDE MONTH BANNERS; COMMISSIONER VOLMER SECONDED THE MOTION. MOTION APPROVED BY A 4-2 ROLL CALL VOTE.

<i>YES</i>	Vice-chairperson Middleton Commissioner Volmer Commissioner Burns Commissioner Grogan
<i>NO</i>	Commissioner McNamara Chairperson Decker

Commissioner Grogan suggested the Commission adding the discussion of banners to a future agenda. Ms. Jewell mentioned the role the CRA will play in the City's display of flags and banners.

Discussion Items

A. Review Draft of Public Art Master Plan

Mr. Lapp appeared via Zoom and presented a draft of the Public Art Master Plan which was visible on the monitors in the Council Chamber.

Commissioners shared their reactions to what was presented. They would be emailed pdfs of the plan that was presented.

The consultant's scope of services was clarified. Commissioners and staff discussed the impact of the plan, the timing for acting upon the plan, and the roles of staff, commissioners, and others in implementing the plan.

City Staff

A. Ongoing Projects List

No projects were discussed.

Communications and Reports

Mr. Carson informed Commissioners about the naming of the Mount Dora Music Hall. The City will be installing a new sign on the corner of 6th and Baker for the Music Hall.

A representative from the company that lit the windmill sculpture will attend a future meeting. Lighting as art will be discussed.

Very few entries were received for the Freedom on the Waterfront Call to Artists. Commissioners intend to increase the promotion for Calls to Artists in order to garner a greater response.

The Doug Hays sculpture remains at its current location. The artist has been unreachable.

The design of the Waterman Village bridge was discussed.

- A. Commission Member Susan Grogan
- B. Commission Member Maryann McNamara
- C. Commission Member Keashawn "Kay" Volmer
- D. Commission Member John Wesner
- E. Vice-chair Harlow Middleton
- F. Chair Thomas Decker

Future Meeting Dates

- A. June 28, 2022, 3:30 p.m.
- B. July 26, 2022, 3:30 p.m.

C. August 23, 2022, 3:30 p.m.

Adjournment

MOTION BY VICE-CHAIRPERSON MIDDLETON TO ADJUOURN THE MAY 24, 2022 MEETING OF THE PUBLIC ARTS COMMISSION; COMMISSIONER VOLMER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 5:31 p.m.

THOMAS DECKER, CHAIRPERSON

JEANANN HAND, DEPUTY CITY
CLERK



CITY OF MOUNT DORA

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Fax: 352-735-3681

E-mail: parksandrec@cityofmoundora.com

DATE: July 26, 2022

TO: Public Arts Commission Members

FROM: Amy Jewell, Leisure Services Director

SUBJECT: Review Draft of Public Art Master Plan

Introduction:

This is an opportunity for commission members to review the draft Public Arts Master Plan and provide feedback to Designing Local project lead, Josh Lapp. Designing Local was selected by RFQ 21-LS-005 and contracted in August 2021 to create a Public Arts Master Plan for the City of Mount Dora.

Discussion:

Designing Local was contracted to develop a Master Plan to provide strategic direction for the Public Arts Commission and the City. The plan document should include policy recommendations, financing strategies and program development recommendations related to public art.

Designing Local has involved the community in the Plan's development and has engaged community stakeholders in input sessions to influence the creation of the Master Plan. Designing Local has conducted focus groups with key stakeholders such as City staff, various interested City Council members, the Public Arts Commission, local artists, and art-minded residents.

At a minimum the final adopted Plan should include:

- detailed narrative and illustrations
- comprehensive inventory of all current public works of art
- report of places and spaces for future public art projects
- vision statement and 10-year strategic plan with phasing priorities
- recommendations for program development
- processes for commissioning, selecting and acquiring artwork
- standards for accepting donated artwork

- standards for administration, maintenance and de-acquisition of artwork
- Identification of funding sources
- recommendations for developing guidelines, policies, processes, ordinances related to art
- maintenance and conservation program as well as associated costs and future staffing needs
- policies, protocols and standards for Call to Artists projects on public lands and in public rights-of-way

Budget Impact:

The City of Mount Dora entered into a contract with Designing Local on August 4, 2021 for the purpose of creating a Public Arts Master Plan. The total contract price is \$40,000.

Strategic Impact:

Public art adds enormous value to the cultural, aesthetic and economic vitality of a community. Public art contributes to a community's identity, fosters community pride and a sense of belonging, and enhances the quality of life for its residents and visitors.

Recommendation Staff members are asking the Art Commission to review the final draft Master Plan for the aforementioned requirements, as well as other requirements included in the project scope of work (Attachment), and provide feedback to Designing Local representatives.

The final Plan will be presented to City Council for adoption.

Attachment(s):

1. Public Arts Mast Plan.Agreement.Designing Local.EXECUTED.08.04.21

Prepared by: Amy Jewell, Leisure Services Director
 Reviewed by: Amy Jewell, Leisure Services Director
 Jeanann Hand, Deputy City Clerk
 carsonc carsonc, Special Events Manager

Approved - 6/22/2022
 Approved - 6/22/2022
 Final Approval - 6/23/2022

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and Designing Local, Ltd., 1223 East Main Street, Suite 311, Columbus, Ohio 43205, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for the Public Arts Master Plan, pursuant to the CITY's Purchasing Policy and RFQ #21-LS-005; and,

WHEREAS, the CONTRACTOR submitted the most responsive and advantageous proposals to the CITY related to the services set forth in RFQ #21-LS-005; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall begin on the date of execution by the CITY and shall extend until the CITY issues its final written acceptance of the project described in the Scope of Services set forth herein to the CONTRACTOR.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto as requested by the CITY. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION.

- A. The amount to be paid under this Agreement for the completion of the Scope of services **shall not exceed Forty-Thousand Dollars (\$40,000.00)**. The CONTRACTOR shall submit periodic invoices to the CITY as it completes various phases of work under the Scope of Services. Payment for such completed services will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8.

PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 9.

INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,

OR

 - b. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;
 - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 - 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 - 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 10. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 13. **PUBLIC RECORDS.**

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK: JESSICA BURNHAM
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
BURNHAMJ@CITYOFMOUNTDORA.COM**

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the

CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Mount Dora
Attention: City Manager
510 N. Baker Street
Mount Dora, Florida 32756

CONTRACTOR: Designing Local, Ltd.
1223 East Main Street, Suite 311
Columbus, Ohio 43205

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors

it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 33. SOVERIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 4 day of August, 2021.

CITY OF MOUNT DORA



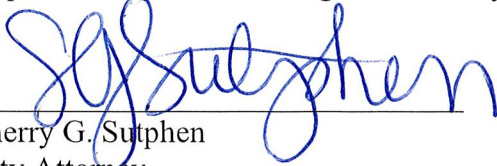
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:



Jessica Burnham
City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.



Sherry G. Sutphen
City Attorney

CONTRACTOR

By: 

Print: Amanda Golden

Title: Managing Principal

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Amanda Golden, as Managing Principal, of Designing Local, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me ~~or who produced~~ _____ ~~as identification,~~ and who did/did not take an oath this 14th day of July, 2021.

(stamp)



NOTARY PUBLIC, State of Ohio



JOSHUA LAPP
Notary Public
State of Ohio
My Comm. Expires
July 15, 2025

Exhibit “A”

Scope of Services

The CONTRACTOR shall develop a Master Plan to provide strategic direction for the Public Arts Commission and the City. The plan document will include policy recommendations, financing strategies and program development recommendations related to public art.

The CONTRACTOR shall involve the community in the Plan’s development and lead efforts to engage community stakeholders in input sessions to influence the creation of the Master Plan. This may include interviews or focus groups with key stakeholders such as City staff, various interested City Council Members, the Public Arts Commission, and artists in the collection, as well as art-minded residents, artist community and tourists (City staff will assist in meeting coordination, invitations and marketing of community input sessions). The CONTRACTOR shall conduct a minimum of three (3) public meetings or focus groups and no fewer than three (3) in person meetings with the Public Arts Commission to report on the progress, objectives and recommendations. Such meetings should include the following: project kick-off, update sessions and final presentation of study recommendations and Master Plan

This effort should include state-of-the-art philosophy toward the acceptance, education, preservation, and implementation of public art in a modern adaptation and setting using public space, public land and parks, new private sector developments and public facing private property.

The CONTRACTOR shall at a minimum:

- Perform an assessment of the City of Mount Dora assets and opportunities for Public Art, including potential locations, taking into account and becoming familiar with existing policies and local codes.
- Develop a Master Plan which includes:
 - detailed narrative and illustrations
 - comprehensive inventory of all current public works of art to include: location, installation date, artist information, historical background, photos and current condition
 - report of places and spaces for future public art projects
 - vision statement and 10-year strategic plan with phasing priorities (short term 1-3 years, mid-range 4-7 years, long term 8-10 years).
 - recommendations for program development (i.e., such as bus shelters, public art pocket map, murals, banners, public art mapping/interactive tour apps for smartphones, community art gallery, artists registry, marketing and outreach, collaborative and participatory art, performing art, music, digital media)
 - process for commissioning, selecting and acquiring artwork
 - standards for accepting donated artwork
 - standards for administration, maintenance and de-acquisition of artwork
 - identify funding sources, including public/private partnership opportunities and analysis of source uses

- evaluate other municipal agency art programs and make recommendations for developing guidelines / policies / processes / ordinances related to art
- develop maintenance and conservation program as well as associated costs and future staffing needs
- polices, protocols and standards for Call to Artists projects on public lands and in public rights-of-way
- The Master Plan shall define any mission beyond aesthetics, including considerations of the following values:
 - environmental
 - educational
 - economic development
 - community participation/outreach
 - equity
 - geographic priorities
 - gateways
 - corridors
 - development site
 - open space/parks
 - community centers/city center

Background Information Collection

- Conduct an initial meeting with the Public Art Master Plan Steering Committee to identify and review plan context mission, goals, schedule, and expected deliverables
- Review previously prepared plans for citywide development to evaluate the relationship and relevancy of Public Art in the City of Mount Dora
- Review the history of the City as it relates to cultural development and inventory of existing public art and public art programs
- Conduct a field review of the City to understand the physical, social and environmental makeup of the area, if needed

Deliverables

- Issue final written Master Plan in both print and electronic formats
- Present the findings from the preliminary evaluation and public engagement sessions to the Public Arts Commission
- Final Presentation of Master Plan before City Council



CITY OF MOUNT DORA

Leisure Services
900 N. Donnelly St.
Mount Dora, FL 32757
352-735-7183
Fax: 352-735-3681

E-mail: parksandrec@cityofmoundora.com

DATE: July 26, 2022

TO: Public Arts Commission Members

FROM: Amy Jewell, Leisure Services Director

SUBJECT: Ongoing Budget Balances

Introduction:

At the request of the Public Arts Commission, this is an ongoing agenda item that includes an updated budget balances report.

Discussion:

N/A

Budget Impact:

See Attachment #1 for up-to-date Public Art budget balances.

Strategic Impact:

N/A

Recommendation

N/A

Attachment(s):

1. Public Arts Budget Summary Report 07_22_22

Prepared by: Jeanann Hand, Deputy City Clerk
Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Leisure Services Administrator

Approved - 7/22/2022
Final Approval - 7/22/2022

ATTACHMENT #1

PUBLIC ARTS BUDGET REPORT

July 22, 2022

GL NUMBER	DESCRIPTION	RECEIVED	FUTURE	TOTAL	NOTES
001-0000-223.56-01	TIMBERWALK	50,000.00	100,000.00	150,000.00	\$50k each additional phase
001-0000-223.56-01	EUDORA GROVES	35,000.00	NA	35,000.00	
001-0000-223.56-01	DORA LANDINGS	37,500.00	NA	37,500.00	
		122,500.00	100,000.00	222,500.00	

GL NUMBER	DESCRIPTION	BUDGETED	EXPENDED	BALANCE	NOTES
001-0000-223.56.01	DEFERRED REVENUE - PUBLIC ARTS (FROM ABOVE)	122,500.00	23,333.00	99,167.00	\$23,333 transferred for master plan
001-5701-572.31-01	PROFESSIONAL SERVICES	56,700.00	50,919.45	5,780.55	Master Plan, Banners, Awards
		179,200.00	74,252.45	104,947.55	