

**PINELLAS COUNTY GRAFFITI ABATEMENT ART PROGRAM
FUNDING AGREEMENT**

THIS AGREEMENT made and entered into on the __day of _____, 2026 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (hereinafter the “County”), and Creative Pinellas Incorporated, a Florida nonprofit corporation the principal address of which is PO Box 40965, St. Petersburg, FL 33743 (hereinafter “Creative Pinellas”) (collectively hereinafter the “Parties”).

WITNESSETH,

WHEREAS, on February 14, 2019, the Parties entered into a Memorandum of Understanding for the Pinellas County Graffiti Abatement Art Program, which was amended and extended on December 13, 2019. This program authorized Creative Pinellas to paint murals on two State-tunnels and two County-retaining walls; and

WHEREAS, ON December 29, 2022, the Parties entered into a Memorandum of Understanding for a Traffic Signal Cabinet Art Program, authorizing the Creative Pinellas to fund the design and installation of artistic vinyl wrapping on certain County traffic signal cabinets (“Cabinets”); and

WHEREAS, both programs were well received by the community, had a deterrent effect on graffiti, beautified rights-of-ways, and contributed to Pinellas County as an arts destination; and

WHEREAS, Creative Pinellas has been designated by Pinellas County Code, Section 90- 143 and is thereby operating as the designated Local Arts Agency, as defined by Florida Statutes, Section 265.283; and

WHEREAS, Creative Pinellas received funding from Pinellas County’s Transportation Trust Fund in the amount of Thirty-Six Thousand Dollars (\$36,000.00) to manage, lead and promote the Graffiti Abatement Pilot Art Program, pursuant to the Local Arts Agency Funding Agreement entered into on January 8, 2019; and

WHEREAS, the Parties desire to continue a mutually beneficial graffiti abatement program supporting art on public infrastructure.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County and Creative Pinellas as follows:

1. **Purpose.** The purpose of this Agreement is to provide funding for Creative Pinellas to lead and operate Pinellas County's Graffiti Abatement Art Program (hereinafter "Program").

2. **Incorporation by Reference.** The Parties adopt and incorporate the foregoing recitals, sometimes referred to as "Whereas clauses" by reference into this Agreement as though fully rewritten herein.

3. **Funding.** The County will provide funding as budgeted annually by the Board of County Commissioners. For Fiscal Year 2026 - October 1, 2025, through September 30, 2026, - Pinellas County has allocated Thirty-Six Thousand Dollars (\$36,000.00) of the Transportation Trust Fund to fund this Program.

4. **Creative Pinellas Responsibilities and Obligations.** Creative Pinellas will lead the Program including public outreach for the benefit of Pinellas County in accordance with the provisions below:

A. Creative Pinellas will develop or continue an art program to solicit artists, fund artwork and coordinate and oversee the installation of artwork within the parameters set forth herein.

B. Creative Pinellas will submit proposals for artwork designs, for murals and artistic vinyl wrapping ("Wrapping") and any other similar forms of Public Art as approved by Pinellas County to the County's Transportation Division Director of Public Works for final approval and selection in accordance with the following guidelines:

i. Mural and similar forms of artwork must comply with the following:

a. The artwork may not display any messages with text, or contain any words or alpha-numeric characters other than artist and provider information as described herein.

b. Installed artwork shall not interfere with the safe movement of pedestrians or traffic, or interfere with or obstruct access to the infrastructure or any parts thereof. The artist's insignia and name may be inscribed or etched on a small plaque affixed to the artwork, or placed on the artwork itself, which shall include the following language and must not be visible from the roadway to avoid distraction to drivers or bicyclists:

(1) Name of artwork;

(2) Artist's insignia and name;

(3) The phrase "Provided by Pinellas County Government Public Works Graffiti Abatement Art Program and Creative Pinellas;" and

(4) Year created;

c. The artwork may include a Pixelstix plaque to encourage public interaction, so long as such plaque is compliant with the Americans with Disabilities Act.

d. Artwork that is deemed as offensive, commercial, religious, political or distracting in design or nature will be summarily excluded from consideration.

ii. Wrapping, including similar artwork, must comply with the following:

a. Creative Pinellas may propose to install Wrapping over any traffic signal cabinets identified by the County ("Cabinets"). Such proposals must comply with the Traffic Signal Cabinet Wrap Guidelines attached as Exhibit A hereto. The County may accept or reject such proposal within its discretion.

b. Upon County approval and ten (10) days' notice to the County, Creative Pinellas may install the proposed artwork.

c. Prior to installation, Creative Pinellas must obtain any requisite permits or permissions from other local, State, or Federal agencies.

d. Creative Pinellas must promptly notify the County upon installation completion.

e. After Wrapping installation, Creative Pinellas must maintain the Wrapping in a reasonably safe condition for a lifespan of five (5) years. Although minimal wear-and-tear from the natural elements is acceptable, the Wrapping must generally remain in its original condition. Near, or at the end of the lifespan of any Wrapping, Creative Pinellas must, at its discretion:

(1) replace the Wrapping with a Wrapping approved by the County; or

(2) remove the Wrapping and restore the Cabinet to the condition that it was in immediately prior to Wrapping installation.; or

(3) request that a Wrapping which remains in good condition be allowed to remain in place beyond the five (5) year lifespan.

a. In its sole discretion, the County may provide express written consent to leave a wrapping in place until a time certain approved by the County or until such time as the Wrapping no longer remains in good condition.

b. As a Wrapping that is allowed, by the County, to remain in place beyond five (5) years nears the expiration of the additional time the County allowed, or shows signs that the Wrapping is no longer remaining in good condition, Creative Pinellas must, at its discretion, replace or remove the

Wrapping in accordance with the provisions of paragraph 4(B)(ii)(e)(1) or (2) above.

f. If a Wrapping is vandalized or otherwise damaged, within fifteen (15) days of receipt of notice from the County, Creative Pinellas must, at its discretion, either (a) restore the Wrapping to its pre-damaged condition or (b) remove the Wrapping and restore the Cabinet to the condition that it was in immediately prior to Wrapping installation; the County may extend this fifteen-day deadline within its sole discretion. The County reserves the right to temporarily cover any damage on the Wrapping during this fifteen-day window. Should Creative Pinellas fail to promptly restore or remove the Wrapping pursuant to this Section, the County may do so and bill Creative Pinellas for the cost of restoration or removal; Creative Pinellas must promptly pay any invoice within thirty (30) days.

g. Prior to Agreement expiration or termination, Creative Pinellas must fully remove the Wrapping, unless the parties extend this Agreement or enter into a new agreement permitting the Wrapping to remain.

C. Creative Pinellas must coordinate the installation of selected artwork (“Public Art”) with the County, including obtaining any appropriate permits including, but not limited to, utilization permits required for temporary interference with the right-of-way during installation.

D. Creative Pinellas must obtain and maintain, and require any contractor or subcontractors hired by Creative Pinellas, for the installation, maintenance of Public Art, removal of Public Art, or restoration of infrastructure or traffic signal cabinets, to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth herein. All insurance policies shall be from responsible companies duly

authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation will be required for Workers Compensation coverage.

E. Required insurance must remain in effect throughout the term of this Agreement. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work Creative Pinellas will be notified by CTax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to ~~CTrax c/o JDi Data~~ at PinellasSupport@MDiclaims.io by the Association or their agent prior to the expiration date. Regardless of notification, it remains Creative Pinellas' obligation to keep and maintain insurance as required by this Agreement.

F. During the term of this Agreement, any contractors or subcontractors hired by Creative Pinellas, for the installation, maintenance of Public Art, removal of Public Art, or restoration of infrastructure or traffic signal cabinets, must provide and maintain the following type of insurance:

- i. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations, Explosion, Collapse and Underground and Personal Injury covering the liability assumed under indemnification provisions of this License, with limits

of liability for personal injury and/or bodily injury, including death and, property damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit. Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000, per occurrence, unless otherwise stated by exception herein.

ii. Workers Compensation must be provided at limits no less than those required by law; Employers' Liability Insurance of not less than \$500,000 for each accident.

~~iii. Automobile Liability Insurance must be provided in accordance with the laws of the State of Florida as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. The bodily injury and property damage limits shall not be less than \$1,000,000 combined single limit each accident.~~

~~iv. Excess or Umbrella Liability Insurance excess of primary coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate required in paragraphs (i), (ii), (iii), above.~~

~~v. Pollution Legal/Environmental Legal Liability Insurance with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Coverage shall apply to sudden and gradual pollution conditions.~~

vi. Any insurance company providing the required coverages above must have a Best's rating of at least A- VIII.

vii. Insurance coverage must be primary and non-contributory.

viii. To the extent permitted by law, all policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Contractor and any subcontractors to meet the requirements of this Agreement must be endorsed to include Pinellas County, a Political Subdivision of the State of

Florida and Creative Pinellas as primary, non-contributory Additional Insureds indicating coverage on certificate boxes is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.

G. Insurance policies, other than Professional Liability, must include waivers of subrogation in favor of Pinellas County, and Creative Pinellas from the contractor and subcontractor(s). Indicating such coverage on certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.

H. Creative Pinellas will indemnify and cause any third-party contractor to indemnify, hold harmless, pay on behalf of, and pay the costs of defense of the County, its officers, employees, and agents from and against all claims, damages, losses, and expenses, arising out of or resulting from this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Creative Pinellas, the County, or any contractor. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Creative Pinellas. The obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Nothing herein shall be construed as a waiver of any immunity from or limitation of liability that the County may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

I. Creative Pinellas releases and holds the County harmless for any and all injury or damage incurred in furtherance of or in conjunction with the activities contemplated by this Agreement, including, but not limited to damage to Public Art resulting from the County's

right-of-way and Cabinet maintenance.

J. Any contract entered into by Creative Pinellas in furtherance of the activities permitted by this Agreement must contain the following indemnification language:

“The Contractor agrees to indemnify, hold harmless, pay on behalf of, defend Pinellas County, its officers, agents, and employees, and pay the costs of defense of Pinellas County and its agents and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the Contractor’s actions undertaken pursuant to this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County, and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.”

K. Creative Pinellas will fund the cost of artwork, and maintenance thereof, with the funds provided herein and any future funds provided by Pinellas County for the Program, including but not limited to providing paint and supplies for each accepted art project; coordinating and overseeing the installation of artwork upon infrastructure identified by the County infrastructure, and maintain the Public Art as provided for by this Agreement. So long as Creative Pinellas satisfies its obligations pursuant to the terms of this Agreement, Creative Pinellas is not obligated to expend a given amount of funding in a given fiscal year; this Agreement does not prevent Creative Pinellas from rolling any funds provided herein into future fiscal years. However, nothing in this Agreement affects Creative Pinellas’ obligations regarding the expenditure and carryover of funds or any other funds that it may be provided for the Program through other agreements, whether such agreements are with the County or third parties.

L. **Human Trafficking**. In accordance with Florida Statutes, section 787.06, Creative Pinellas must execute the Human Trafficking Affidavit which is attached hereto as

Exhibit B and incorporated herein.

5. **Pinellas County Responsibilities and Obligations.** The County will provide the total funding granted herein for FY 26 to Creative Pinellas within 90 days of execution of this Agreement, and any future budgeted funds on or before January 31, of the calendar year following the adoption of the budget and provide operational support to the Program as follows:

A. Provide Creative Pinellas with a list of potential locations for Public Art, including traffic signal cabinets, walls, and similar infrastructure. The first list of potential locations will be provided within thirty (30) days after the effective date of the location, after which the County may provide Creative Pinellas a list on an annual basis.

B. Provide access to the selected locations, ensure that the infrastructure is safe and in good condition, prior to the artwork being installed;

6. **Effective Date and Term.** The term of this Agreement commences on the date of full execution by both parties, and shall remain in full force for five years, unless terminated in accordance with the below provisions.

7. **Default and Termination.** Upon termination of this Agreement, through expiration or default, the County may, in its sole discretion, paint over any artwork installed pursuant to this Agreement. Should Creative Pinellas fail to obtain necessary permits, or fail to obtain the County's approval prior to the installation of artwork, or deviate from the permit requirements or approved artwork, Creative Pinellas will be deemed to be in material breach of this agreement and, upon notice, must cease all activities and cure said default within fifteen (15) days. If any default is not cured within fifteen (15) days after notice, the County may unilaterally terminate this Agreement upon two (2) business days' notice and remove any previously installed or partially installed artwork with no recourse to Creative Pinellas.

8. **Notice.** Any notice required herein shall be to the following:

For the County/Public Works:

Tom Washburn,
Transportation Division Director
22211 U.S. HWY 19 N., Bldg. 1
Clearwater, FL 33765
twashburn@pinellas.gov

For Creative Pinellas, Inc.:

Margaret Murray
Executive Director
PO Box 40965
St. Petersburg, FL 33743
margaret.murray@creativepinellas.org

9. **Amendment of Agreement.** This Agreement may be amended only by mutual written agreement of the Parties.

10. **Examination of Records & Right to Audit.** Creative Pinellas must keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation must be retained for a minimum of three (3) years from the date this Agreement terminates or three (3) years from the date of final payment of funding, whichever is later. The County reserves the right to have either a County employee, or department, or a third party auditor, in its sole discretion, review, inspect, copy, or audit Creative Pinellas records related to this Agreement during the record retention period stated above; provided, however, such activity will be conducted only during normal business hours and at County expense.

11. **Fiscal Non-Funding.** This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County will not be obligated to pay any sums toward this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Creative Pinellas in writing of such failure of appropriation.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives have
executed this Memorandum of Understanding as of the date first above written.



PINELLAS COUNTY

CREATIVE PINELLAS

Barry A. Burton, County Administrator

Margaret Murray, CEO

Date

Date

PCAO 549846

Exhibit A

TRAFFIC SIGNAL CABINET WRAP DIRECTIVE

Participating City or Agency is responsible for the following:

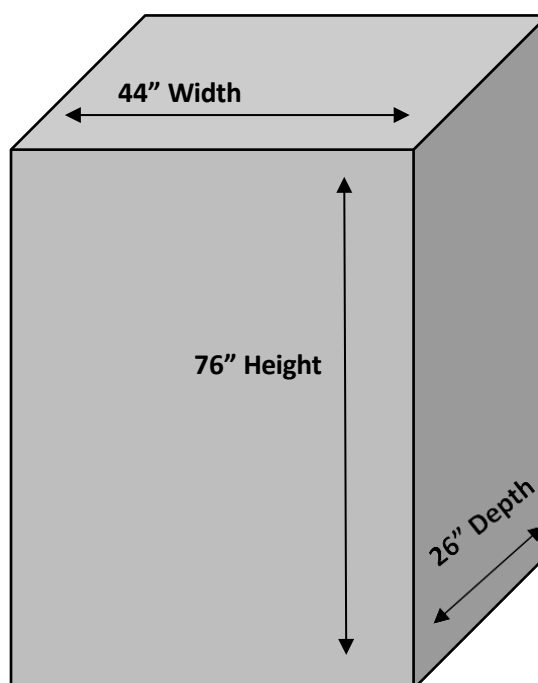
- A. Identifying to the Program Manager intersection cross streets of the requested traffic signal cabinet and simultaneously submitting suggested artwork for the vinyl wrap. Both traffic signal cabinets and specific traffic signal cabinet wraps must be approved by Pinellas County prior to the wrapping of the cabinet. Final selection of artwork will be made by Pinellas County and to the extent multiple submissions of artwork are received by the participating City or Agency, all artwork so submitted must be given to Pinellas County for final review and selection.
- B. Submitting to the Program Manager prior to final selection, proofs of artwork which is not copyrighted.
 - 1 Artwork may not display text or contain words or alpha-numeric characters. Artwork that is deemed as offensive, commercial, religious, political, or distracting in design or nature will be excluded from consideration. Nothing that resembles a traffic sign is allowed.
 - 2 Notwithstanding the general prohibition regarding text, words or alpha-numeric characters, the artist's insignia, name of artwork and year created, along with the statement "Created by Pinellas County Artist" are permitted to be printed on the vinyl wrap as part of the artwork. The County, City and/or Agency logo may also be included. The verbiage must not be visible from the road to avoid distraction to road users.
- C. Coordinating the wrapping of the traffic signal cabinet with an approved vendor and ensuring that all vents, doors, keyholes, and latches are unobstructed. Photocell windows must remain uncovered. All identification, contact numbers, warning labels and official stickers must remain visible or installed by a county official during the wrapping process upon request and coordination. Installed wraps will be inspected and corrected by vendor if install does not pass inspection within a timeline acceptable to the county; if necessary to ensure proper functioning of the traffic signal cabinet, the County may make emergency modifications, including, but not limited to cutting vents.

- D. Ensuring that wraps are professionally printed by a vendor approved by the County and printed on an adhesive vinyl material that is weatherproof (recommended: 3M IJ180CV3 Graphic Film with UV protection laminate).
- E. Providing photographs of the completed wrapped traffic signal cabinet to the Program Manager and permitting unrestricted use by the County, including, but not limited to on the County website, social media, digital media and presentations.

Standard Traffic Signal Cabinet Dimensions:

Please note that traffic signal cabinet dimensions vary based on cabinet type and adjacent cabinet(s), such as the Uninterruptible Power Service (UPS) cabinet. Each individual cabinet must be properly measured by the participating agency and the approved vendor before the vinyl wrap is ordered or purchased. Consider that there are four sides to the main traffic signal cabinet, and that the large side generally faces traffic. Each side may be its own creative concept, or it can all be a part of one larger design.

When the traffic signal cabinet is wrapped, all vents, doors and latches are to remain unobstructed. All identification and contact numbers must remain visible. All warning labels must remain visible. Installed wraps will be inspected.



***Note:** The illustration above is that of a standard traffic signal cabinet that is only to be used for reference. Traffic signal cabinet dimensions and adjacent cabinet(s) vary based on cabinet type. Taking measurements of the selected traffic signal cabinet(s) in the field is required by the participating City or Agency and the approved vendor to enable proper install.

HUMAN TRAFFICKING AFFIDAVIT

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of **Creative Pinellas, Inc.** (the "Contractor"), hereby attests that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned must be an authorized representative of the Contractor who can execute this affidavit on the Contractor's behalf.

Under penalties of perjury, I _____, declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature: _____

Print Name: _____

Date: _____

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of 1) physical presence ☐ or

2) online notarization ☐, this _____ (date) by _____ of _____, a _____ corporation, on behalf of the corporation.

He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed or stamped: _____

My Commission Expires: _____