

**PINELLAS COUNTY GRAFFITI ABATEMENT ART PROGRAM
MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT, made and entered into on the 13 day of December, 2019 (“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 (hereinafter “Creative Pinellas”) (collectively hereinafter the “Parties”).

WITNESSETH,

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, on February 14, 2019, the Parties entered into a one-year Graffiti Abatement Pilot Art Program and the mural completed in August pursuant to that agreement achieved the desired results; and

WHEREAS, public art has been reported to have a deterrent effect on graffiti in addition to beautifying rights-of-way; and

WHEREAS, Creative Pinellas promotes the installation of art on public infrastructure as a way to decrease graffiti, beautify the community, and support Pinellas County as an arts destination; and

WHEREAS, the County agrees to continue a Graffiti Abatement Art Program on the Public Works’ Infrastructure named in this agreement and desires to have Creative Pinellas operate, manage, lead and promote this effort; and

WHEREAS, the County may utilize the expertise of Creative Pinellas to coordinate, promote, and manage other public infrastructure art projects as mutually agreeable opportunities and resources become available; 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 Art Program, pursuant to the Local Arts Agency Funding Agreement entered into on January 8, 2019 and renewed on November 12, 2019; and

WHEREAS, the Parties desire to define each party’s roles and responsibilities related to the Graffiti Abatement Art Program.

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: establish a Graffiti Abatement Art Program and define each party’s duties and responsibilities relating to the Graffiti Abatement Art Program (hereinafter “Art Program”).

2. **Creative Pinellas Responsibilities and Obligations.** Creative Pinellas must lead the program including public outreach for the benefit of Pinellas County as follows:

A. Continue and further develop an Art Program to solicit artists, fund artwork and coordinate and oversee the installation of artwork within the parameters set forth herein:

B. Artwork designs for proposal must be submitted to the County’s Transportation Division Director of Public Works for final approval and selection in accordance with the following guidelines:

i. 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.

- ii. Installed artwork must not interfere with the safe movement of pedestrians or traffic; or interfere with or obstruct access to the infrastructure or any parts thereof.
- iii. 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 must include the following language and must not be visible from the roadway to avoid distraction to drivers or bicyclists:
 - a. Name of artwork
 - b. Artist's insignia and name
 - c. The phrase "Provided by Pinellas County Government Public Works Graffiti Abatement Art Program and Creative Pinellas;" and
 - d. Year created;
- iv. Artwork that is deemed as offensive, commercial, religious, political or distracting in design or nature will be summarily excluded from consideration.

C. Coordinate the installation of selected artwork with the County, including obtaining any appropriate permits including, but not limited to, utilization permits inquired for temporary interference with the right-of-way during installation;

D. Prime the surface of each of the selected locations once it is cleaned and prepped by the County and prior to the artwork being installed, if necessary;

E. Fund the cost of artwork with Transportation Trust Fund dollars provided through the Local Arts Agency Funding Agreement, effective November 12, 2019, including but not limited to, paint and supplies, for each accepted art project; Coordinate and oversee the installation of artwork upon one or both of the pieces of County infrastructure identified herein.

2. **Pinellas County Responsibilities and Obligations.**

The County will provide operational support to the Art Program as follows:

- A. Provide at least four (4) locations, attached hereto as Exhibit A, of which at least two (2) must be selected for use by Creative Pinellas as part of the Art Program;
- B. Provide access to the selected locations, ensure that the infrastructure is safe and in good condition, including cleaned, prior to the artwork being installed;
- C. Upon request by Creative Pinellas and as deemed appropriate by the County, provide a variable message board (VMB) with appropriate messaging during the time that the artist is working to alert motorists to drive with caution;

3. **Effective Date and Term.** The term of this Agreement commences on the date of full execution by both parties, and will remain in full force through September 30, 2020, unless renewed pursuant hereto. This Agreement will automatically renew, for up to two (2) additional one (1) year term upon the provision of Transportation Trust Fund dollars through the renewal or extension of the Local Arts Agency Funding Agreement effective November 12, 2019.

4. **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.

5. **Notice.** Any notice required herein must be to the following:

For the County/Public Works:
Ken Jacobs
Division Director, Transportation
22211 U.S. Highway 19 N., Bldg. 1
Clearwater, FL 33765
kjacobs@pinellascounty.org

For Creative Pinellas, Inc.:
Barbara St. Clair
Executive Director
12211 Walsingham Rd.
Largo, FL 33778
Barbara.StClair@creativepinellas.org

6. **Release and Hold Harmless.** Each party is responsible for its own acts of negligence.

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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, FLORIDA
By and through its Administrative Services Coordinator

Joe Lauro Dir Admin Svs
Joe Lauro, Administrative Services Coordinator

12-13-19

Date

APPROVED AS TO FORM

By: Christy Doraam Pembek
Office of the County Attorney

CREATIVE PINELLAS

Lauren Davenport
Lauren Davenport, President

12/12/19

Date

PCAO 246067