

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

THIS AGREEMENT, made and entered into on the 14 day of February, 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, 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 engage in a one year Graffiti Abatement Pilot Art Program (“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, 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 define each party’s roles and responsibilities related to the Graffiti Abatement Pilot 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 Memorandum of Understanding is to: define each party's duties and responsibilities relating to the Graffiti Abatement Pilot Art Program (hereinafter "Art Program").
2. **Creative Pinellas Responsibilities and Obligations.** Creative Pinellas shall lead the program including public outreach for the benefit of Pinellas County as follows:
 - A. 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 shall 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 shall 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 shall 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. Fund the cost of artwork with Transportation Trust Fund dollars provided through the Local Arts Agency Funding Agreement, effective January 8, 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 shall:

A. Provide operational support to the Art Program as follows:

- i. Provide at least two (2) locations, of which at least one (1) shall be selected for use by Creative Pinellas as part of the Art Program; including:

- a. The mechanically stabilized earth (MSE) walls and supporting structures, including the pilings and related structures, for County Road (CR) 611 north of Tampa Road in Palm Harbor;
- b. The stabilizing wall located on Belcher Road north of Alderman Road, which are identified on the attached exhibits.
- ii. Provide access to the selected locations, ensure that the infrastructure is safe and in good condition, including cleaned and prepped, prior to the artwork being installed;
- iii. 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 Memorandum of Understanding shall commence on the date of full execution by both parties, and shall remain in full force through September 30, 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 shall be deemed to be in material breach of this agreement and, upon notice, shall 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 Memorandum of Understanding upon two (2) business days' notice and remove any previously installed or partially installed artwork with no recourse to Creative Pinellas.

5. **Notice.** Any notice required herein shall 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 shall be responsible for its own acts of negligence.

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



Barry A. Burton,
County Administrator

February 14, 2019

Date

CREATIVE PINELLAS



Lauren Davenport, President
Creative Pinellas

2/6/19

Date

PCAO 198322

APPROVED AS TO FORM

By: 
Office of the County Attorney