



Pinellas County

Staff Report

File #: 22-0061D, **Version:** 1

Agenda Date: 4/26/2022

Subject:

Amendment to the Funding Agreement with Creative Pinellas Inc. for a time extension and redistribution of funding for SPACEcraft, a traveling public art project provided through the BP Economic Settlement.

Recommended Action:

Approval and execution by the County Administrator of the Amendment to the Funding Agreement with Creative Pinellas Inc. (Creative Pinellas) for a time extension and redistribution of funding for SPACEcraft, a traveling public art project provided through the BP Economic Settlement.

- Amendment to expand implementation and extend project closeout to June 30, 2023, at no additional cost.
- Amendment redistributes \$59,500.00 in project funding from project management, contingency, and marketing tasks to implementation, to allow for an additional four installations.
- SPACEcraft is planned to rotate among a total of 29 locations countywide.
- Funding for SPACEcraft is provided through the BP Economic Settlement Funds.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.6 Support a vibrant community with recreation, arts, and culture to attract residents and visitors

Summary:

This Amendment will provide the additional time necessary to expand the installation of this successful public art project to four new sites and allow for project closeout prior to expiration of the Agreement on June 30, 2023. The Amendment also redistributes funding from project management, contingency, and marketing tasks to the implementation task to facilitate this expansion. Exhibit A to the Amendment includes the revised project timeline.

Background/Explanation:

On November 28, 2017, the Board of County Commissioners (Board) approved the original funding agreement with Creative Pinellas to provide \$500,000.00 for the implementation of a traveling public art project. Subsequently, Creative Pinellas selected SPACEcraft for the project. Complete documentation of the project, including a presentation to the public, will be compiled as part of this funding agreement.

The County Administrator approved a time-only extension for SPACEcraft on November 30, 2020, due to delays resulting from COVID-19.

Because of the project's success, Creative Pinellas has requested the County to expand the project

scope to include four additional installations and to extend the timeline to June 30, 2023, for project closeout. Creative Pinellas demonstrated the project expansion could be accomplished by redistributing \$59,500.00 in funding from marketing, project management and contingency to the implementation task. Section 3.f. of the agreement allows for the redistribution of funds with approval by the County and the Creative Pinellas Board of Directors. In accordance with the agreement, the Creative Pinellas Board of Directors approved the redistribution of funding and project extension during their meeting on October 14, 2021.

SPACEcraft is an outdoor art installation that provides interactive and creative activities for people of all ages. This project uses two repurposed, locally sourced shipping containers that land in host communities to present programs centered around the themes of Make/Play and Read/Grow. Interactive activities include book making, wire sculpting, live music, typewriter poetry, tie dye, clay crafts, planting wildflower seeds, book exchange, and more. The SPACEcraft exhibits are currently at Philippe Park and A.L. Anderson Park until March 12, 2022. Information on the schedule and locations can be found online at <https://exploreSPACEcraft.com>.

SPACEcraft update:

- From 8/1/2020 to 12/31/21, there have been 14 deployments in 12 different parks in Palm Harbor, Oldsmar, Seminole, Largo, Lealman, Dunedin, Gulfport, and St. Petersburg.
- To date, 40 facilitators and visiting artists have shared their talents with participants.
- During 2021, there were an estimated 2,270 participants.

Fiscal Impact:

There is no fiscal impact.

Additionally, the County has no obligations related to maintenance, operation, and/or any other activity yielding a fiscal impact. Funding for SPACEcraft is provided through the \$7.1 million BP Economic Settlement. Expenditures to date for this project are \$321,727.37.

This Amendment will redistribute project funding as follows:

- \$29,250.00 from Project Management for a new total of \$70,750.00
- \$29,250.00 from Contingency for a new total of \$18,750.00
- \$ 1,000.00 from Marketing for a new total of \$9,000.00
- \$59,500.00 to Implementation for a new total of \$384,500.00

Delegated Authority:

Authority for the County Administrator to sign this Amendment is granted under Code Section 2-62 (a)(1).

Staff Member Responsible:

Steve Hayes, Convention and Visitors Bureau
Chris Rose, Office of Management and Budget

Partners:

Tourist Development Council

Attachments:

Amendment

Meeting Minutes dated October 14, 2021

AMENDMENT

This Amendment, made this 28 day of February, 2022, to the Funding Agreement dated November 28, 2017, and amended on November 30, 2020, between Pinellas County, a political subdivision of the state of Florida, (“County”) and Creative Pinellas Inc., a not-for-profit corporation organized under the laws of the state of Florida (“Funding Recipient”), collectively the “Parties.”

RECITALS

WHEREAS, the Parties entered into a Funding Agreement on November 28, 2017 (“Agreement”), to provide the Funding Recipient resources to effectuate an Arts – Travelling Sculptures/Installations Project (“Project”) as was described within Exhibit A to the Agreement; and

WHEREAS, numerous factors including the worldwide pandemic combined to delay many of the Project deliverables; and

WHEREAS, the Parties extended the Agreement on November 30, 2020, to allow for the Project to continue and the community to realize the benefits of the Project; and

WHEREAS, due to the success of the Project, the Funding Recipient desires to extend the Agreement and redistribute funds to allow for additional installations of the Project; and

WHEREAS, the redistribution of funds is provided for in both the original Agreement, as well as the first amendment.

NOW THEREFORE, the Parties hereby agree:

- 1) The Whereas clauses above are incorporated herein by reference.
- 2) Exhibit A to the Agreement is hereby amended to reflect new timeframes for the Project, attached hereto and incorporated by reference herein.
- 3) \$29,250.00 in funding shall be redistributed from Project Management to Implementation.
- 4) \$29,250.00 in funding shall be redistributed from Contingency to Implementation.
- 5) \$1,000.00 in funding shall be redistributed from Marketing to implementation.
- 6) The term of the Agreement for completion of the Project is hereby amended to extend through June 30, 2023.
- 7) All other terms and conditions of the Agreement not specifically modified herein remain in full force and effect.


IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year first written above.

**PINELLAS COUNTY, by and through its
COUNTY ADMINISTRATOR**


CREATIVE PINELLAS, INC.

By: 

Barry A. Burton

By: 

Barbara St. Clair, CEO

APPROVED AS TO FORM
By: 

Office of the County Attorney

Exhibit A

(Revised/Updated: 11/9/2021)

March 2020 – July 2020

- Install containers at site 1 (City of Oldsmar)
- Open to the public in “soft launch”
- Grand opening activities planned / Cancelled due to COVID-19 closures

July 2020 – Present

- Create phased opening of program at Oldsmar location
- Slowly build upon socially distant, CDC compliant programs to serve the public
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

November – December 2020

- Maintain one of the two containers at Oldsmar location
- Transport other container to Palm Harbor Library location
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

December 2020 – January 2021

- Dismantle and relocate

Early January to mid-February 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-February to early March

- Dismantle and relocate

Early March to mid-April 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations

- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-April to late early May 2021

- Dismantle and relocate

Early May to mid-June 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-June to late June 2021

- Dismantle and relocate

Late June to early August 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Early August to late August 2021

- Dismantle and relocate

Late August to early October 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

Early October to mid-October 2021

- Dismantle and relocate

Mid-October to mid-November 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-November to early December 2021

- Dismantle and relocate

Early December to mid-January 2022

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-January to late January 2022

- Dismantle and relocate

Late January to mid-March 2022

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-March to late March 2022

- Dismantle and relocate

Late March to early May 2022

- Containers on site at deployment 11 of current project period
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-May 2022

- Dismantle and relocate

Week beginning May 23 to July 18, 2022

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-July 2022

- Dismantle and relocate

Week beginning July 25 to September 12, 2022

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-September 2022

- Dismantle and relocate

Week beginning September 19 to November 14, 2022

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

Mid-November 2022

- Dismantle and relocate

Week beginning November 21 to December 31, 2022

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read, and Grow

January 2023

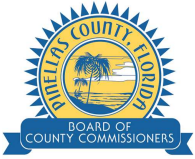
- All containers / materials (SPACEcraft Public Arts Project) are dismantled / recycled / reused / stored / repurposed and/or moved to a final permanent location

February through March/April 2023

- Assemble a complete documentation of the SPACEcraft Public Art Project, using all the interviews, film and other materials that have been collected over the duration of the project
- Three months are spent collating documentary materials that are presented to the public the following year

April 2023

- Final report created



Pinellas County

Staff Report

File #: 20-1287D, **Version:** 1

Agenda Date: 1/26/2021

Subject:

Time-Only Extension to Funding Agreement with Creative Pinellas, Inc. to provide BP Economic Settlement Funds to support the Arts - Traveling Sculptures/Installations project.

Recommended Action:

Approval and execution by the County Administrator of the Time-Only Extension to Funding Agreement with Creative Pinellas, Inc. (Creative Pinellas) to provide BP Funds to support the Arts - Traveling Sculptures/Installations project.

- Agreement amended to extend implementation and closeout to September 30, 2022.
- No additional cost associated with extending timeline to enable full implementation of this public art project.
- SPACEcraft public art and engagement project has been constructed and placed at first site in Oldsmar. Soft launch was held in March, but all subsequent activities were postponed due to COVID-19 public health emergency and related closures.
- Implementation plan including programming has been adjusted based on CDC guidelines.
- SPACEcraft is planned to rotate among up to 20 different sites around the county through May, 2022. All sites are not yet finalized.
- See <https://creativepinellas.org/spacecraft/> for additional details and updates to the implementation plan.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.6 Support a vibrant community with recreation, arts, and culture to attract residents and visitors

Summary:

In November, 2017, the Board approved the original Funding Agreement with Creative Pinellas to provide up to \$500,000.00 to implement a traveling public art project. Subsequently, Creative Pinellas advertised for bids, assembled a jury, and the jury selected SPACEcraft as the project. This time-only extension enables execution of the adjusted implementation plan due to the COVID-19 public health emergency.

Background/Explanation:

Creative Pinellas solicited and selected SPACEcraft as the public art project that will be located in publicly accessible locations throughout Pinellas County through May, 2022. The Project includes project management, marketing, and all other related tasks. The final destination location of this project has not yet been determined. Complete documentation of the project, including a presentation to the public, will be compiled as part of this agreement.

Fiscal Impact:

There is no fiscal impact. This Funding Agreement provides funding of up to \$500,000.00 from the \$7.1 million BP Economic Settlement Funds. Expenditures to date are \$217,114.57. The remaining funding has been appropriated for this purpose in the FY21 Adopted Budget. The County shall have no obligations related to maintenance, operation, and/or any other activity yielding a fiscal impact.

Delegated Authority:

Authority for the County Administrator to sign this Interlocal Agreement is granted under Resolution No. 16-90 adopted on December 13, 2016.

Staff Member Responsible:

Bill Berger, Director, Office of Management & Budget

Partners:

Creative Pinellas

Attachments:

Time-Only Extension to BP Funding Agreement with Creative Pinellas, Inc.
Updated Exhibit A - Creative Pinellas Public Art Project Plan
Original Funding Agreement with Creative Pinellas, Inc. (including Exhibit A)
Resolution 16-90

AMENDMENT 1 TO FUNDING AGREEMENT

This Amendment, made this 30 day of November, 2020, to the Funding Agreement dated November 28, 2017 between Pinellas County, a political subdivision of the state of Florida, (“County”) and Creative Pinellas, a not-for-profit corporation organized under the laws of the state of Florida (“Funding Recipient”), collectively the “Parties”.

RECITALS

WHEREAS, the Parties entered into a Funding Agreement on November 28, 2017 (“Agreement”) to provide the Funding Recipient resources to effectuate an Arts – Travelling Sculptures/Installations Project (“Project”) as was described within Exhibit A to the Agreement; and

WHEREAS, numerous factors including the worldwide pandemic combined to delay many of the Project deliverables; and

WHEREAS, the Parties intend to extend the Agreement to allow for the Project to continue and the community to realize the benefits of the Project.

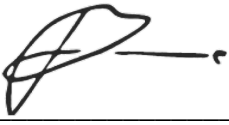
NOW THEREFORE, the Parties hereby agree:

- 1) Exhibit A to the Agreement is hereby amended by adding the Amended Exhibit A reflecting new timeframes for the Project, attached hereto and incorporated by reference herein.
- 2) The term of the Agreement for completion of the Project is hereby amended to extend through September 30, 2022.
- 3) All other terms and conditions of the Agreement not specifically modified herein remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, have cause these presents to be executed by their duly authorized officers effective on the day and year first written above.

CREATIVE PINELLAS, INC.

PINELLAS COUNTY, by and through its
COUNTY ADMINISTRATOR

By:  _____

Barbara St. Clair
CEO Creative Pinellas

By:  _____

APPROVED AS TO FORM

By: Donald S. Crowell
Office of the County Attorney

Exhibit A (Revised/Updated: 11/18//2020)

March 2020 – July 2020

- Install containers at site 1 (City of Oldsmar)
- Open to the public in “soft launch”
- Grand opening activities planned / Cancelled due to COVID-19 closures

July 2020 – Present

- Create phased opening of program at Oldsmar location
- Slowly build upon socially distant, CDC compliant programs to serve the public
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

November – December 2020

- Maintain one of the two containers at Oldsmar location
- Transport other container to Palm Harbor Library location
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

December 2020 – January 2021

- Dismantle and relocate

Early January to mid-February 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

Mid-February to early March

- Dismantle and relocate

Early March to mid-April 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

Mid-April to late early May, 2021

- Dismantle and relocate

Early May to mid-June 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

Mid-June to late June 2021

- Dismantle and relocate

Late June to early August 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

Early August to late August 2021

- Dismantle and relocate

Late August to early October 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

Early October to mid-October 2021

- Dismantle and relocate

Mid-October to mid-November 2021

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

Mid-November to early December 2021

- Dismantle and relocate

Early December to mid-January 2022

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

Mid-January to late January 2022

- Dismantle and relocate

Late January to mid-March 2022

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations
- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow

Mid-March to late March 2022

- Dismantle and relocate

Late March to early May 2022

- Containers on site at new location(s)
- Offer socially distant, CDC compliant programs at both locations

- Provide up to 4 programs weekly (self-guided and facilitator-led) on themes of Make, Play, Read and Grow
- Final public activities

Early May to late May 2022

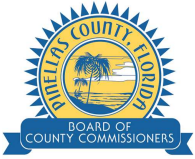
- All containers / materials (SPACEcraft Public Arts Project) are dismantled / re-cycled / re-used/ stored / repurposed or moved to a final permanent location.

Late May through July 2022

- Assemble a complete documentation of the SPACEcraft Public Art Project, using all the interviews, film and other materials that have been collected over the duration of the project
- Three months are spent collating documentary materials that are presented to the public the following year

August 2022

- Final report created



Pinellas County

Staff Report

File #: 17-2011A, **Version:** 1

Agenda Date: 11/28/2017

Subject:

Funding Agreement with Creative Pinellas, Inc. to provide British Petroleum Economic Settlement Funds to support the Arts - Traveling Sculptures/Installations project.

Recommended Action:

Approval and execution of the Funding Agreement with Creative Pinellas, Inc. (Creative Pinellas) to provide British Petroleum (BP) Funds to support the Arts - Traveling Sculptures/Installations project.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.6 Support a vibrant community with recreation, arts, and culture to attract residents and visitors.

Summary:

In accordance with the Board's approval of BP projects and associated funding for each project on December 13, 2016, this Funding Agreement with Creative Pinellas will provide up to \$500,000.00 to Creative Pinellas to implement a traveling public art project.

Background Information:

Creative Pinellas will solicit and select an artist to create a public art project that will be located in publicly accessible locations throughout Pinellas County over an 18-month period. The Project shall include project management, marketing, and all other related tasks.

Originally, Creative Pinellas envisioned the art project to be displayed at 10 locations over three (3) years. After additional discussion, research and budget evaluation, the proposal now is five (5) locations over 18 months. The exhibit will remain at each location for three (3) months, with a one (1) month transition period prior to moving to the next location.

As the final commissioned project is unknown, a final destination location is difficult to determine at this time. As details become available, staff will coordinate with Creative Pinellas to recommend a final destination.

Fiscal Impact:

This Funding Agreement provides funding of up to \$500,000.00 from the \$7.1 million BP Economic Settlement Funds. The funding has been appropriated for this purpose in the FY2018 Budget. The County shall have no obligations related to maintenance, operation, and/or any other activity yielding a fiscal impact.

Staff Member Responsible:

Bill Berger, Director, Management and Budget

Partners:

Creative Pinellas, Inc.

Attachments:

Funding Agreement with Creative Pinellas, Inc.

Exhibit A - Creative Pinellas Public Art Project Plan

FUNDING AGREEMENT

This Agreement, made this 23rd day of NOVEMBER, 2017, between Pinellas County, a political subdivision of the State of Florida (hereinafter "County"), and Creative Pinellas, a not-for-profit corporation organized under the laws of the State of Florida, (hereinafter "Funding Recipient").

Recitals

WHEREAS, Pinellas County received funds through a settlement ("Settlement") with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County; and

WHEREAS, County has identified and approved projects intended to benefit the public or serves a public benefit that the Board of County Commissioners intends to be enhanced with the funding from the Settlement; and

WHEREAS, Funding Recipient is to effectuate the Arts – Traveling Sculptures/Installations project (hereinafter "Project") approved by the Board of County Commissioners via Resolution 16-90 at the December 13, 2016 meeting.

NOW THEREFORE, the Funding Recipient agrees, in exchange for the funds to be provided by the County, and as further described herein to implement the Project in accordance with the terms as described.

1. County agrees to provide up to \$500,000.00 to Funding Recipient for the Project. The Project shall consist of soliciting and selecting artist(s) to create a unique public art project that will be sited in publicly accessible locations throughout Pinellas County over a period of at least 12 months. The Project shall include project management, marketing, and all other related tasks. See exhibit A for detailed description of project activities and preliminary timeline, which will be updated upon submission and acceptance of the artist(s)' full proposals.

2. Title to the Project shall pass to the Funding Recipient upon its written final acceptance, as documented in exhibit A. The artist(s) shall retain all rights to copyright under the Copyright Act of 1976, 17 U.S. C. section 101 et seq. as the sole author(s) of the Project for the duration of the copyright. Credits (as applicable) on the unique art work or on any approved reproductions will appear as "an original art work (or from an original artwork) commissioned by

Creative Pinellas and the Pinellas County Board of County Commissioners” in addition to appropriate copyright notice containing Copyright © [artist(s) name, date of creation].

3. The County will distribute the funding to the Funding Recipient upon receipt of invoices no more frequently than semi-annually. Only one invoice reflecting funding request for all activities and accompanied by applicable documentation shall be submitted during any semi-annual period. Payment of invoices shall be in accordance with Florida Prompt Payment Act (218.70, Florida Statutes). The County shall have no other funding or other obligations related to the Project.

- a. Project Management: \$100,000 to support compensation for project management services to facilitate implementation of the Project through completion. Each invoice requesting funding for this activity shall be accompanied by documentation of expenditures since last invoice. Each invoice shall represent the estimated expenditures over the next six-month period and/or reimbursement of actual expenses incurred. Project management services expenditures incurred starting November 1, 2017, are eligible to be funded.
- b. Artist Solicitation and Selection: \$17,000 to support artist solicitation and selection process. Invoice requesting funding for this activity shall be accompanied by documentation of issuance of request for proposals. As applicable, invoice may include reimbursement of actual expenses incurred.
- c. Implementation: \$325,000 to support creation, production, and multiple placements of public art Project. First invoice requesting funding for this activity shall be accompanied by executed contract(s) with selected artist(s), to include artist(s) payment schedule(s), and documentation of expenditures from Artist Solicitation and Selection process (activity in subsection b above). Subsequent invoices shall be accompanied by documentation of payments to selected artist(s) since last invoice per installment schedule in executed contract(s) with selected artist(s). As applicable, each invoice may include reimbursement of actual expenses incurred.

- d. Marketing: \$10,000 to support marketing and promotion of the Project by Creative Pinellas. Invoice requesting reimbursement for this activity shall be accompanied by documentation of expenditures to be reimbursed.
- e. Contingency: \$48,000 may be dedicated to activities that are not defined in subsections a through d above and are necessary to implement the Project provided that total project funding does not exceed \$500,000. Funding will be provided on reimbursement basis upon receipt of invoice from Funding Recipient to County along with documentation of expenditures to be reimbursed and advance written approval of such expenditures by the Creative Pinellas Board of Directors.
- f. Funding may be re-distributed among activities defined in subsections a through e above provided that total County project funding does not exceed \$500,000. Advance written approval by the County is required for changes to amounts per activity exceeding 10% or \$10,000, whichever is higher. Re-distribution of funding of any amount shall be subject to advance written approval by the Creative Pinellas Board of Directors. Notice of such approval shall be provided to the County within thirty (30) days in accordance with paragraph 13.
- g. Final invoice shall be submitted to County no more than sixty (60) days after completion of final Project activity as documented in exhibit A. Final invoice shall include reconciliation of all funding provided by County under the terms of this agreement and associated expenditures as well as documentation of expenditures not previously provided.

4. Should the Funding Recipient fail to spend all funds provided by the County, the County shall, within sixty (60) days of receipt of final invoice, provide written notice to the Funding Recipient stating the overpayment for which the Funding Recipient shall reimburse the County within thirty (30) days.

5. Funding Recipient agrees to complete the Project within three and one-half (3.5) years from the date of execution of this agreement.
6. Funding Recipient may seek and accept additional non-County funding sources and sponsorship in support of this public art Project.
7. Funding Recipient shall, in all aspects of the Project, ensure that Funding Recipient, its employees, agents or contractors shall be compliance with all applicable laws.
8. Funding Recipient is an independent party and is not an agent of the County.
9. Should the Funding Recipient not abide by the terms outlined herein, the Funding Recipient shall be in material default of this Agreement and shall repay the County for all payments received hereunder within sixty (60) days after a Notice of Default is provided by the County in accordance with paragraph 13. Should repayment not be made in accordance herewith, the County may seek all damages allowable pursuant to law.
10. Term of this Agreement shall commence on the date of execution by both parties hereto and continue until such time the Project has been completed, or within three and one-half (3.5) years from the date of execution of this Agreement, whichever is sooner.
11. Fiscal Non-Funding. In the event that sufficient funds are not available for a subsequent fiscal year, this Agreement shall terminate on the last day of the then current fiscal year without penalty or expense to the County.
12. The County and the Funding Recipient agree to be fully responsible for their own acts of negligence, or their employees' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the

extent permitted by Florida law, including without limitation, Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of the County's sovereign immunity. Nothing herein shall be construed as consent by the County or Funding Recipient to be sued by third parties in any manner arising out of this Agreement. To the greatest extent of applicable law, Funding Recipient agrees to indemnify and defend County, its officers, and employees against all claims of any nature whatsoever arising out of the Project.

13. This document embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto.

14. This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

15. All notices required by law and by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Office of Management & Budget
14 S. Ft. Harrison Avenue, 5th floor
Clearwater, FL 33765

FUNDING RECIPIENT: Creative Pinellas, Inc.
Barbara St. Clair, Executive Director
P.O. Box 14932
Clearwater, FL 33766-4932

16. This Agreement may be amended or modified only by the mutual agreement of the Parties. No amendment or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

GOVERNING LAW AND DOCUMENT EXECUTION


IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers, the day and year first above written.

Creative Pinellas, Inc.

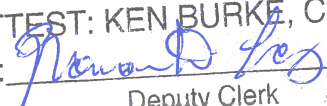
PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: 

Doreen Moore
President

By: 
~~Janet G. Long~~

Vice Chair

ATTEST: KEN BURKE, CLERK
By: 
Deputy Clerk

ATTACHMENT

Exhibit A – Detailed Project Description and Preliminary Timeline

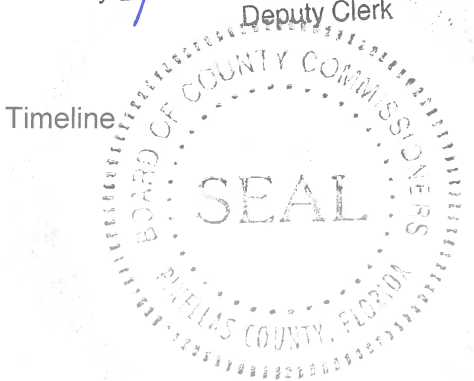


Exhibit A

Creative Pinellas Public Art Project(s) – Preliminary Description of Public Art Project(s) Activities and Timeline

Pinellas County is an extraordinary place with extraordinary citizens who enjoy being creative at every age level. A unique opportunity now exists to discover the creative interests of every citizen. A Public Art Project(s) will soon be developed that has the potential to impact the lives and experiences of an enormous number of residents and visitors. An artist(s) will be commissioned to propose, design, execute, articulate and deliver a new Public Art Project(s) to engage the Pinellas County public. As envisioned, the iconic Public Art Project(s) will travel throughout Pinellas County and provide the public with opportunities for enjoyable interaction and engagement at each venue.

Pinellas County has offered Creative Pinellas (CP) \$500,000 and the opportunity to envision, manage, execute, and document an iconic multi-year Public Art Project(s) that will serve all of Pinellas County by engaging as many of the County residents as possible in the Public Art Project(s)'s creative outcome.

The Executive Director of Creative Pinellas will identify project management services to facilitate all aspects of the Public Art Project(s).

The Executive Director of Creative Pinellas will see that a Project Jury of stakeholders of the iconic Public Art Project(s) is appointed to oversee the process of selection from beginning to end. Public input into the Public Art Project(s) will be scheduled and encouraged throughout the duration of the Public Art Project(s).

The Public Art Project(s) will be documented in such a way that it will be archived and enjoyed by the public for many years to come.

The Public Art Project(s) has the potential to establish Pinellas County as a Creative Destination in the Bay Area.

The preliminary plan outlined below addresses the goals and tentative time lines of the Public Art Project(s). While the categories and basic structure of the plan are defined and described herein, the full details, parameters and timeline of the Public Art Project(s) will be determined by the Project Jury and by the artist(s) who submit their proposals which will include a description of how they will deliver and execute on the Public Art Project(s) to meet the County's and the Funding Recipient's timeline and goals.

November 2017 - January 2018

- Begin publicity about the Public Art Project(s) and create a plan and strategy for engaging the public and documenting and collecting all materials to be used at the end of the Public Art Project(s) to create documentation catalog.

- Begin investigating County partners for hosting the Public Art Project(s) to gain interest and buy-in
- Meet with various stakeholders and potential stakeholders to determine all business, legal and other thresholds
- Identify and establish a Project Jury for Public Art Project(s)
(Include 5 to 7 individuals who represent the various stakeholders in the Public Art Project(s))
- Appoint Project Jurors
- Publicize this news
- Project Jurors meet with Board of CP who appoints a Chair of the Project Jury Committee
- Establish how the Project Jury Committee will function and operate
- Establish how the Project Jurors will interface with each other and with CP especially regarding communication
- Project Jurors meet to review and approve or update and approve parameters/timeline of the Public Art Project(s):
 - Presentation by the Executive Director of CP
 - Presentation by County officials from stakeholder offices
 - Discussion
- Project Jurors, working with CP, develop eligibility criteria for selecting an artist(s) for the Public Art Project(s) through a Call to Artists

January - February 2018

- Prepare and Send out Call to Artists establishing calendar for Public Art Project(s), materials requested (in what format etc.) and deadlines for receipt of qualifications to be considered. Do this current with mass publicity about the Call to Artists and the Public Art Project(s) and through partner organizations such as the Florida Association of Public Art Professionals
- Manage Timetable for review and selection of applicants

March – April 2018

- Receive all application materials
- Organize all materials for presentation to the Project Jurors

May 2018

- Project Jurors meet and choose 3 - 5 finalists who will be asked to make specific proposals of what they will do with a budget that considers all aspects of creation/collaboration/documentation/delivery and siting
- Artist Finalists are given 6 weeks to 2 months to create proposals
Artist Finalists are given a stipend for site visits and for creation of their proposal

Cost for Artist Project Proposals

(Payments will be made 50% in advance, 50% upon receipt of the invoice from the artist after the presentation.)

- Review proposals and hone in on hosting sites for the Public Art Project(s)

July 2018

- 4 Days for Final Selection by Project Jurors and Public input are established
- Artists arrive with their proposals and Public Art Project(s) plans prepared to present to the Project Jurors.
 - Day 1: Project Jurors meeting open to all stakeholders, County officials and Board of CP and the public.
 - After artist presentation to the Project Jurors, their proposals are put on public view in a public place such as a government building lobby or library and the public and press are invited to view them for 2 days. Public can leave public comment.
 - Day 4: Project Jurors Meet and hear public and stakeholder input and then vote on awarding 1 to 3 artists the Public Art Project(s)
- Winning artist(s) proposals and Public Art Project(s) plans are submitted to the Board of Creative Pinellas by the Executive Director.
 - Board approves proposals
 - Notification provided to County as per noticing requirements in Agreement
- Executive Director of CP shows approved Public Art Project(s) proposal(s) and updated Public Art Project(s) plans to the BCC in a partner presentation

August 2018

- After approval contracts adhering to all guidelines and agreed upon time line are written and sent to Artist(s)

Open purchase Order

To pay 3 installments over 6 months plus final payment at Public Art Project(s) completion (Creative Pinellas will issue payment for each installment - delivery and acceptance of the initial design; production; and after the delivery of the finished work. A final payment will be made after the completion of the circulation of the Public Art Project(s) and delivery of documentation.

- Artists sign and return contracts

- Copies of contracts provided to County as per noticing requirements in Agreement
- Artist(s) are given 3* months to create, produce and deliver completed Public Art Project(s) to the County (*This time frame may be subject to change, depending on artists' proposals)

November 2018

- Oversee all aspects of Artist(s) siting the Public Art Project(s) in numerous locations. Ensure all the Public Art Project(s) meet the County/State/Federal mandates and regulations for the type of project to be installed including but not limited to permits, fees, permissions etc. Coordinate with all stakeholders in the opening and unveiling of the Public Art Project(s)

Movement and re-siting of the Public Art Project(s)* - included in the overall artists' fees. (*This preliminary schedule below, including the amount of time to create the Public Art Project(s), number of locations/re-sittings and amount of time at a location is subject to change and will ultimately be determined based on the actual winning artist(s) proposal)

November 2018-January 2019

- Public Art Project(s) remain in place for up to 3 months
- During this time the CP is responsible for all documentation and communication about the Public Art Project(s) and the engagement and response to it
- The public is invited to discover/ see/engage/ participate/respond/alter/enhance in a bi-weekly/ monthly series of events and activities

February 2019

- 1 month to dismantle and relocate

March – May 2019

- Public Art Project(s) remain in place for up to 3 months
- During this time the CP is responsible for all documentation and communication about the Public Art Project(s) and the engagement and response to it
- The public is invited to discover/ see/engage/ participate/respond/alter/enhance in a bi-weekly/ monthly series of events and activities

June 2019

- 1 month to dismantle and relocate

July – September 2019

- Public Art Project(s) remain in place for up to 3 months
- During this time the CP is responsible for all documentation and communication about the Public Art Project(s) and the engagement and response to it
- The public is invited to discover/ see/engage/ participate/respond/alter/enhance in a bi-weekly/ monthly series of events and activities

October 2019

- 1 month to dismantle and relocate

November 2019 – January 2020

- Public Art Public Art Project(s) remain in place for up to 3 months
- During this time the CP is responsible for all documentation and communication about the Public Art Public Art Project(s) and the engagement and response to it
- The public is invited to discover/ see/engage/ participate/respond/alter/enhance in a bi-weekly/ monthly series of events and activities

February 2020

- 1 month to dismantle and relocate

March - May 2020

- Public Art Public Art Project(s) remain in place for up to 3 months
- During this time the CP is responsible for all documentation and communication about the Public Art Public Art Project(s) and the engagement and response to it
- The public is invited to discover/ see/engage/ participate/respond/alter/enhance in a bi-weekly/ monthly series of events and activities

June 2020

- All Public Art Project(s)s are dismantled / re-cycled/ re-used? /stored

June - August - 2020

- Assemble a complete documentation of the Public Art Public Art Project(s) using all the interviews, film and other materials that have been collected over the past two years
- 3 months are spent collating documentary material that is presented to the public the following year

September 2020

- Final report created

RESOLUTION NO. 16-90

WHEREAS, the Board of County Commissioners (“Board”) has received funds from the settlement of County claims related to the BP Deepwater Horizon accident which caused impacts to Pinellas County tourism, economy, and quality of life; and

WHEREAS, the Board has reviewed the attached project list and has found that each of the projects creates or serves a public benefit that the Board intends to be enhanced with the funding from the settlement as approved herein; and

WHEREAS, it is anticipated that some or all of the projects on the list will require agreements with other local governmental entities, not-for-profit or private entities that require additional detail or conditions precedent to occur; and

WHEREAS, the Board desires to have these projects move forward with all reasonable haste to accomplish the public benefits to the County and ameliorate or mitigate the direct or indirect impacts from the BP Deepwater Horizon accident, and otherwise improve the health, safety, welfare and quality of life within Pinellas County; and

WHEREAS, the County Administrator will be able to begin or fund these projects more quickly without the intervening step of pursuing further Board approvals relating to the contracts or expenditures contemplated herein.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County, Florida, in a public meeting duly assembled this 13th day of December 2016, that the County Administrator is authorized to contract or provide funding to other entities to accomplish the projects identified herein within the budgetary amounts approved herein.

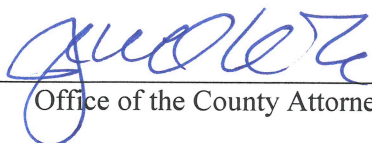
Commissioner Gerard offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Seel, and upon roll call the vote was:

AYES: Justice, Long, Welch, Eggers, Gerard, and Seel.

NAYS: None.

ABSENT AND NOT VOTING: Morroni.

APPROVED AS TO FORM

BY: 
Office of the County Attorney

Summary of BCC Consensus

The listed projects and associated funding reflect the Board of County Commissioners' (BCC) consensus regarding investment of BP funds. County staff will be working with partners to establish agreements to enable execution of the projects. The BCC will consider a budget amendment at their meeting on December 13.

Project Description	Funding
Affordable Housing - Housing Trust Fund	\$1,000,000
Arts Support (details to be determined)	\$500,000
City of Gulfport Mooring Field	\$100,000
Clearwater Ferry System	\$80,000
Community Access Project for At Risk Youth	\$70,000
Dr. MLK Building Restoration (Happy Workers)	\$150,000
East Lake Library-Cypress Oaks School Parking Lot	\$350,000
Electric Bus Charging Station / Infrastructure	\$589,000
Foster Care Transition (aka My Sistah's Place)	\$100,000
Hammock Park	\$250,000
Historic Lincoln Cemetery Memorial Rehab	\$90,000
Historic Palm Harbor Lights and Landscaping	\$222,000
Indian Shores - Tiki Gardens Beach Access Landscaping	\$30,000
Kenneth City Pond Fountains	\$22,500
Largo Nature Park Trail upgrades	\$85,000
Metro Wellness Center	\$150,000
Military & Veterans Resource Guide	[included in budget]
Palm Harbor Chamber CIP	\$78,000
Palm Harbor Land Prep for Recreation Center	\$294,000
Pedestrian Bicycle Bridge @ Phillippe Park	\$250,000
Sewer lining/Sewer/Stormwater Capacity/Upgrades	\$1,000,000
Sidewalk/Trail improvements	[included in CIP]
SJWAA Youth Sports Complex (Design)	\$284,000
St. Pete - Tampa Ferry Pilot	\$350,000
Tampa Bay Estuary Program	\$100,000
Tierra Verde/ Study/ Dredge	\$150,000
US Coast Guard Auxiliary Clearwater Property for Training Classes (Be Safe Inc.)	\$125,000
Veterans Memorial Plaza at Crest Lake Park, Phase II	\$150,000
Water Rescue	\$250,000
Wounded Warriors Abilities	\$250,000
TOTAL	\$7,069,500
TOTAL AVAILABLE FUNDING	\$7,106,000



Doing Things For You!