BOARD OF DIRECTORS MEETING  
Monday, June 26th, 2017 – 6:30 p.m.  
City Hall, West Wing  
9551 W. Sample Road, Coral Springs, FL 33065

AGENDA

I. Roll Call – J. Walsh, Chairman
II. Pledge of Allegiance – J. Walsh, Chairman
III. Citizens’ Comments – J. Walsh, Chairman
IV. Special Announcements and Comments – J. Walsh, Chairman
V. Swearing-in: Allan Koch and David Clyde Harper – A. Morales, Assistant City Clerk
VI. Approval of Meeting Summaries – J. Walsh, Chairman
   - Thursday, May 25, 2017
   - Monday, June 5, 2017
VII. FY 2018 Preliminary Budget Overview and Business Plan Discussion – D. Lima, CRA Coordinator
VIII. Proposed Change to Agreement with Crowdly for Springboard FL – D. Lima, CRA Coordinator
IX. Agreement with Jim Gallucci for Downtown Interactive Icon – D. Lima, CRA Coordinator  
   (Request to Approve)
X. Proposed Master Signage Program for Municipal Complex and Parking Garage – R. Stein, Construction Manager
XI. CRA Update
   - Municipal Complex – R. Stein, Construction Manager
   - Downtown Mixed-Use Zoning District – J. Hickey, Ass. Director of Develop. Services
   - Downtown Mixed-Use Redevelopment RFP – J. Bramley, Deputy City Manager
XII. Other Business – J. Walsh, Chairman
XIII. Adjournment – J. Walsh, Chairman

Note: Next CRA Board meeting Monday, July 24, 2017

Attachment(s) to June 26, 2017 Agenda:
- VI. Meeting Summary: Thursday, May 25, 2017 and Monday, June 5, 2017
- VII. FY 2018 Projected Taxable Value and TIF
- VII. FY 2017 Business Plan (with project status updates)
- VIII. Proposed Change to Agreement with Crowdly LLC (highlighted)
- IX. Agreement with Jim Gallucci Sculptor, Ltd.
- IX. Interactive Icon - Staff Proposed Design Modification and Locations
- X. Proposed Master Signage Program – Location and Design
Board Chair John Walsh called the meeting to order at 6:45 p.m. The meeting was held in the West Wing Conference Room, City Hall, 9551 West Sample Road, Coral Springs, Florida.

A quorum was not attained for this meeting; therefore, no formal actions were taken.

Mr. Stein provided an update on the Municipal Complex.

Ms. Bramley noted that this meeting will need to be rescheduled due to a lack of a quorum. A seven-day notice will be required.

Ms. Krisman passed out a copy of the draft ordinance that Staff and Tara Salmieri had worked on regarding the Downtown Mixed-Use District. She mentioned an open house that will be held on June 6, 2017 where any questions can be answered. This item will be discussed at the June 26, 2017 CRA meeting. She also gave an update on the City Hall plat. The plat was signed off; however, the County will not be able to hold a hearing on it until August.

Ms. Bramley spoke about the advertising and promotion for the Downtown Mixed-Use Redevelopment RFP. She noted that the City has also advertised for the retail parcel just east of the new Municipal Complex. There has been a good response so far pertaining to interest in the RFP. Village Square is not included in this RFP. She explained the RFP process to the Board, adding that the date in which proposals will be due will be approximately June 23, 2017.

Ms. Krisman spoke briefly about the new district and the plans to make it pedestrian-oriented.

Ms. Lima noted that the CRA website has been updated with the RFP document.

Ms. Bramley stressed that the infrastructure has been put into place for future development.

Ms. Lima updated the Board on the Springboard project. There have been minor changes made to the tri-party agreement. The agreement was brought to the last City Commission meeting, and since the Commission had more questions, they postponed the item to the June 7, 2017 meeting. This delay will cause the initial timeline to change from January 2018 to possibly April 2018. She plans to speak one on one with the commissioners and answer any questions they may have.

There being no additional business, the meeting adjourned at 7:04 p.m. The next CRA Board Meeting will be Monday, June 26, 2017.
Board Chair John Walsh called the meeting to order at 6:34 p.m. The meeting was held in the West Wing Conference Room, City Hall, 9551 West Sample Road, Coral Springs, Florida.

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<th>Name</th>
<th>Status</th>
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<tr>
<td>John Walsh, Chair</td>
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<td>Elissa Harvey, Vice Chair</td>
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<td>Board Member Lorna Brown-Burton</td>
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<td>Board Member Andrew Kasten</td>
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<td>Board Member Allan Koch</td>
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<td>Board Member William Vasquez</td>
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Also in attendance were:
Susan Delegal, CRA Counsel
Tony Pustizzi, Interim City Manager
Jennifer Bramley, Deputy City Manager
Danielle Lima, CRA Coordinator
Susan Krisman, Director Development Services
Alyson Morales, Assistant City Clerk
Ron Stein, Construction Project Manager
Commissioner Lou Cimaglia

All persons in attendance rose for the recitation of the Pledge of Allegiance.

1. **Citizens’ Comments** – There were no comments.

2. **Special Announcements and Comments** – Chair Walsh spoke about an installation dinner he attended last week for Vice Mayor Daley in honor of his new position as president of the Broward League of Cities.

3. **Approval of Meeting Minutes** – April 24, 2017 Board Meeting

ACTION: Board Member Vasquez moved, seconded by Board Member Koch, to accept the meeting minutes. The motion was approved unanimously (5-0).

4. **Qualifications for CRA Board Appointments** – S. Delegal, CRA Attorney

Ms. Delegal summarized Chapter 163, Part III of the Florida Statutes pertaining to CRA requirements. She noted that there are two ways to qualify as a Board member: being a City resident during the term of office or being engaged in business within the City during the term of office. The latter includes four factors describing engagement in business: owning a business, practicing a profession, performing a service for compensation, or serving as an officer or director of a business which is engaging in business within the City. It should be noted that these definitions include the entire City, not just the CRA District. Additional requirements may include qualified experience in the discipline of the chosen seat.

Chair Walsh noted that this Wednesday the City Commission will be appointing two available seats on this Board.

5. **Downtown Mobile Interactive Icon Selection** – D. Lima, CRA Coordinator

Ms. Lima presented a PowerPoint which was made a part of this agenda package. She named the three finalists, Jim Galluci, Gianna Stewart and Andre Woolery, and reviewed the pros and cons of their proposals. Portability, lighting and design were key factors. The selection committee, which included Christine Parkinson-Jahrsdoerfer, Roberta Lewis-Solar and Laura Atria, weighed in with their opinions. Laura was not present at this meeting but Christine shared her remarks with the Board.
Chair Walsh asked everyone for their comments. Concerns were durability, climbing on the art piece, moving heavy pieces, visibility, logo color, moving costs and risks.

**ACTION:** Vice Chair Harvey moved, seconded by Board Member Koch, to willfully accept the proposal from Jim Galucci. The motion was approved unanimously (5-0).

6. New CRA Attorney Discussion – D. Lima, CRA Coordinator

Ms. Lima remarked that there are two options:

- Ms. Delegal can bring someone who is well qualified as a replacement from her firm Billing, Cochrane Lyles, Mauro and Ramsey to the next meeting. She referred to Attorney Vanessa Steinerts and noted that she is a resident of Coral Springs.
- To start working on an RFP for Ms. Delegal’s replacement.

Chair Walsh noted that Ms. Delegal’s firm has extensive archives on this CRA because she has been the one and only attorney since the Board’s inception. He preferred to meet Ms. Steinerts at the next meeting. The Board agreed that a historical perspective is very important and they would like to meet this new attorney. Ms. Delegal stressed that she will continue to be of counsel to her firm and will always be available to this board.

7. CRA Update

- Municipal Complex – R. Stein, Construction Manager

Mr. Stein reported that construction is going well and the Municipal Complex is still on schedule, giving details on current projects.

- Downtown Mixed-Use Zoning District and City Hall Plat – S. Krisman, Director of Development Services (for J. Hickey)

Ms. Krisman informed the Board that there will be an open house tomorrow evening and that Tara Salmieri of PlanActive Studio, LLC will be there. Invites have been sent out and Ms. Lima said that 12 people have already confirmed attendance. The Board was invited and Mr. Kasten said he may be there.

- Downtown Mixed-Use Redevelopment RFP – J. Bramley, Deputy City Manager

Ms. Bramley stated that an RFP was issued and that an addendum will follow. She noted that two companies attended the pre-bid meeting and that many good questions were posed. All questions going forward will be directed to Purchasing.

There has been a lot of interest in Village Square. The City Hall parcel is very attractive and parking is still being worked on. Publix has hired a broker and their property is now actively on the market.

- Springboard Contract between the CRA, City and Crowdly LLC – D. Lima, CRA Coordinator

Ms. Lima noted that she is meeting with all the commissioners individually so that they could address their concerns. The contract is appearing on this Wednesday’s City Commission agenda. The event will have to be pushed back to April 2018. The agreement, timeline and budget have been modified.
Ms. Delegal added that Exhibits B and C to the tri-party agreement have been modified. The memo with the revised exhibits was made a part of this agenda package.

**ACTION:** Vice Chair Harvey moved, seconded by Board Member Koch, to approve the revised Exhibits B and C, to replace the previous Exhibits B and C, to the tri-party agreement. The motion was approved unanimously (5-0).

8. **Other Business** – J. Walsh, Chairman

Chair Walsh invited everyone to attend the June 7, 2017 City Commission meeting.

9. **Adjournment**

There being no additional business, the meeting adjourned at 7:51 p.m. The next CRA Board Meeting will be Monday, June 26, 2017.
ARTWORK COMMISSION AND PURCHASE AGREEMENT

THIS AGREEMENT, is entered into this ___ day of ________, 2017, by and between the Coral Springs Community Redevelopment Agency (hereinafter “Agency”), a public body corporate and politic pursuant to Part III, Chapter 163, Florida Statutes, having as its principal address 9551 W. Sample Road, Coral Springs, Florida 33065, and Jim Gallucci Sculptor Ltd., a ______________________, having as its principal address 499 Industrial Avenue, Greensboro, NC 27406 (hereinafter “Artist”).

WHEREAS, pursuant to Section 2-305.1(4) g. of the Code of Ordinances of the City of Coral Springs as adopted by the Agency, the Agency issued a request for proposals for the creation and purchase by the Agency of a Mobile Interactive Icon for Downtown (the “Project”); and

WHEREAS, on June 5, 2017, the Board of Directors of the Agency approved the award of the Project to the Artist; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist wishes to fabricate and sell to the Agency the interactive icon more specifically described in the Proposal dated May 8, 2017 attached hereto as Exhibit “A” (the “Artwork”); and

WHEREAS, the Artist and Agency wish to undertake the obligations expressed herein; and

NOW, THEREFORE, in consideration of the above stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 - Scope of Services

1.1 Artist’s Obligations

a. Artist shall perform all services in a professional manner and in strict compliance with all terms and conditions in this Agreement.

b. If required by the Agency before commencement, the Artist shall modify the construction and installation design of the Artwork, in a fashion that does not compromise its artistic integrity, so that the methods of attachment to the site complies with current Florida Building Code, ensuring long-term conservation of the Artwork. Artist shall provide Artwork’s build plans and specifications, including, but not limited to, wind loads (if applicable) to Agency’s building department who shall review and approve the Artwork’s build plans and specifications. Artist shall build the Artwork to the approved specifications and plans.
c. The Artist shall arrange for the transportation to, and the off-load of, the Artwork to the location of its installation in consultation with the Agency. The Artist shall arrange for and supervise the installation of the Artwork at the designated location, unless waived by the Agency in writing. Artist shall attend Artwork’s installation and dedication ceremony as well as one (1) production meeting at Artist’s sole expense. When possible, meetings shall be conducted via telephone or video conferencing. Artist shall be responsible for all expenses, labor, transportation and equipment for installation of the Artwork.

d. Artist shall be responsible for installing all connections to utilities, which will be provided at the location by the Agency, required for the operation of the Artwork.

e. Artist shall complete and provide to the Agency a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

f. Artist shall provide photographic documentation of the Artwork at 50% fabrication, 100% fabrication, and after installation and final approval.

g. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

1.2 Agency’s Obligations

a. The Agency shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

b. The Agency shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform within (10) business days of written request by Artist.

c. The Agency shall prepare and provide the installation location by the scheduled installation date or shall contact the Artist in writing informing him or her of any delays. In the event of protracted delays of the scheduled installation of the Artwork, Agency shall store the Artwork, or the components thereof, in a place and manner of Agency’s choosing.

d. Agency shall be responsible for providing Artist with reasonable access to the location, as well as with all utilities necessary for the installation and operation of Artwork. Agency agrees to reasonably cooperate in the scheduling of the installation of the Artwork so that the work may be completed promptly. Artist shall not be held responsible for delays of the installation if such delays are directly attributable to Agency.

e. Agency shall designate a point of contact for facilitating installation of the Artwork.
1.3 Installation Design and Artwork Modifications

a. Within thirty (30) days after the execution of this Agreement, the Artist shall prepare and submit a sketch of revisions to installation design and method. The drawings and accompanying text must be sufficient for analysis by Agency engineers and contractors.

b. Within sixty (60) days after the execution of this Agreement, the Agency shall notify the Artist if it requires any revisions to the installation design and method in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the location. If agreed upon by both parties, the Artist will modify the Artwork to conform to the installation requirements. Where appropriate, as determined by the Agency, the Agency shall notify the Artist if it requires any revisions to the Artwork or installation method to enhance the ongoing conservation of the Artwork and reduce any needs for maintenance of the Artwork.

1.4 Compensation, Budget and Schedule

a. Compensation and Budget

i) The total fee for the Project is Fifty-Five Thousand and No/100 ($55,000.00) Dollars. A schedule for payment of budget installments is attached to this Agreement as Exhibit “B”. Artist’s installment payments shall be provided by check sent by trackable mail to the address listed in Article 16. The tracking number of each installment check shall be made available to the Artist upon request.

ii) If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist’s own funds.

b. Schedule

i) The Artist shall notify the Agency of the tentative schedule for the delivery and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any. The Schedule may be amended by written agreement.

ii) The Artwork shall be delivered and installed by the Artist within one hundred thirty (130) calendar days from the date this Agreement is fully executed. The Artist’s Schedule shall account for same.

1.5 Modifications

a. The Artist shall notify the Agency in writing that any required modifications of the Artwork have been completed, and that the Artwork is ready for delivery and installation at the location.

b. The Agency shall inspect the Artwork within three (3) days after receiving notification pursuant to paragraph (a), prior to installation, to determine that the Artwork conforms with the installation design and conservation modifications and to give final approval of
the Artwork. The Agency may request photographs for the inspection process. The Agency shall not unreasonably withhold final approval of the Artwork. In the event that the Agency does withhold final approval, the Agency shall submit the reasons for such disapproval in writing within three (3) days of examining the Artwork. The Artist shall then have ten (10) days from the date of the Agency's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork unless the Artist has willfully and substantially deviated from the required modifications without the prior approval of the Agency. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

c. The Agency shall promptly notify the Artist of any delays impacting installation of the Artwork. The Artist will review Agency supplied photographs of the installation location prior to transportation and installation of the Artwork and shall notify the Agency of any adverse conditions that will impact the installation of the Artwork which are in need of correction. Agency provided photographs of the installation location may substitute for in person inspection by the Artist.

1.6 Delivery and Installation

a. Upon the Agency’s final approval of the fabricated Artwork, as being in conformity with the design, the Artist shall deliver the completed Artwork, and/or the components thereof. Transportation fees, any off-load costs onto the installation location shall be paid by the Artist.

b. The Artist will coordinate closely with the Agency to ascertain that the installation location is prepared to receive the Artwork. Artist must notify Agency of any adverse conditions that would affect or impede the installation of the Artwork. The Artist is responsible for timely delivery of the Artwork, and/or the components thereof to the installation location. The Artist will confer and coordinate with the Agency to ensure timely coordination with the Agency’s installation team. Artist may not deliver the Artwork, and/or the components thereof, until authorized to do so by the Agency.

c. The Artist shall install the Artwork in a timely manner and in accordance with the schedule agreed to between the parties.

d. Within five (5) business days after the completed installation of the Artwork, the Artist shall provide the Agency with a completed Artwork Description Form (Exhibit “C”) and required attachments that include at a minimum the written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used and all digital construction files used in the fabrication of the Artwork. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The Agency is responsible for the proper care and maintenance of the Artwork.

e. Within five (5) business days after the completed installation of the Artwork, the Artist shall furnish the Agency with the following images and documents regarding the Artwork:

i. 30 different digital images of the fabrication and non-visible areas of the Artwork
ii. Five (5) different high quality digital photographs of the Artwork in its best condition. Minimum 300 dpi for 8 inches by 10 inches reproduction. (The ARTIST will provide a signed release form by the photographer giving the Agency unlimited use of the images for any and all non-commercial purposes)

1.7 Approval and Acceptance

a. Upon completion of the installation of the Artwork, Artist shall notify Agency within two (2) business days. Agency shall then have ten (10) business days to inspect the Artwork.

b. The Agency shall notify the Artist in writing when all services as required by the Agreement, prior to this paragraph, have been completed (“Completion Letter”).

c. Within thirty (30) days after the Agency submitted the Completion Letter to Artist or within three (3) days after the next Board of Directors’ meeting, whichever is later, the Agency shall notify the Artist of its final acceptance of the Artwork (“Final Acceptance Letter”). The effective date of Final Acceptance Letter shall be the date the Agency submits the Final Acceptance Letter to the Artist. The final acceptance shall be understood to mean that the Agency acknowledges the delivery of the Artwork in excellent condition with any required modifications, and that the Agency confirms that all services as required of both parties by this Agreement, have been completed. Title to the Artwork passes upon final acceptance and final payment. Such Final Acceptance Letter does not affect any warranty, hold harmless, or indemnification provided in this Agreement which shall continue to be in full force and effect as provided herein.

Article 2 - Taxes

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion.

Article 3 - Term of Agreement

a. Duration

This Agreement shall be effective on the date that this Agreement has been signed by both parties (the “Effective Date”), and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the Agency under Section 1.7(c), or submission of final payment to the Artist by the Agency under Exhibit “B” whichever is later. Extension of time of performance hereunder may be granted upon the request of one party and the consent of the other thereto, which consent shall not be unreasonably withheld.

b. Force Majeure

The Agency shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist’s control render timely performance of the Artist’s services impossible. All such performance obligations shall be suspended for the duration of the
condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4 - Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the Agency's final written acceptance of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

Article 5 - Artist's Representations and Warranties

5.1 Warranties of Title

The Artist represents and warrants that:

a) the Artwork is solely the result of the artistic effort of the Artist;

b) except as otherwise disclosed in writing to the Agency, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;

c) the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;

d) the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;

e) the Artwork is free and clear of any liens from any source whatsoever;

f) all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;

g) the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

h) all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence; and

i) these representations and warranties shall survive the termination or other extinction of this Agreement.
5.2 Warranties of Quality and Condition

a. The Artist represents and warrants that all work, including installation, will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for one (1) year after the effective date of the Final Acceptance Letter issued by the Agency in accordance with Section 1.7(c).

b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.

c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.6(d).

d. If within one (1) year the Agency observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Artist shall, at the request of the Agency, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the Agency. The Agency shall give notice to the Artist of such breach with reasonable promptness using the contact information provided for service in Article 16.

e. If after one (1) year the Agency observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Agency shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist’s lifetime, which for the purpose of this sentence shall refer to Jim Gallucci. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Agency may seek the services of a qualified restorative conservator and maintenance expert.

f. If within one (1) year the Agency observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the Agency for damages, expenses and loss incurred by the Agency as a result of the breach.

g. Acceptable Standard of Display. Artist represents and warrants that:

i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.

ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.

iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
h. Technology License:

i. The Artwork shall contain certain proprietary technology, including Hardware and Software, of Artist. For the purposes of this Agreement, “Hardware” means custom LEDs, computer and controller for the Artwork, along with associated wiring; “Software” means Artist’s custom software for controlling the Hardware, and “Documentation” means any user documentation, programming notes, and other related materials pertaining to the Software or the Hardware.

ii. Subject to the terms and conditions of this Agreement, Artist hereby grants Agency, and its agents, a non-exclusive, perpetual limited, fully-paid, personal right and license, with no right to sublicense, to: (a) to use, access, display internally, and publicly perform the Software, in object code form, solely in connection with the Artwork; and (b) to use, access, display internally, distribute, and reproduce the Documentation, solely in connection with the Artwork.

iii. Except as necessary for Agency to repair and restore the Artwork to its original functionality, aesthetic and lighting in the event that Artist is unavailable, Agency shall not: (a) disclose, make available, or allow any third party (other than Agency’s employees or contractors who are operating or managing the Artwork) to access or use the Software without Artist’s prior written consent; or (b) modify, reverse engineer, decompile, or otherwise attempt to access the source code of the Software.

iv. Agency shall not remove any of Artist’s trademarks, service marks, copyrights, or other such proprietary or ownership notices from the Software or Documentation.

v. In the event that Artist materially breaches or fails to materially perform any of its obligations under this Agreement, or upon insolvency or bankruptcy of the Artist or at the end of the Service Agreement, Agency shall have the right to use, adapt, alter, transform, modify, arrange, disassemble, decompile, reproduce (either alone or as part of a collective work), and create derivative works from, the Hardware, Software, and Documentation solely as necessary to preserve original functionality, aesthetic and lighting of the Artwork.

Article 6 - Insurance

6.1 Artist shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker’s Compensation Insurance for statutory obligations imposed by Worker’s Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen’s and Harbor Worker’s Act, the Federal Employers’ Liability Act and the Jones Act. Employer’s Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. Artist agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Artist in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in Article 7 (check when final) of the Agreement.
(f) Owner's or Contractor's Protective Liability.

6.2 UPON CONTRACT EXECUTION, THE ARTIST SHALL SUBMIT TO AGENCY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF ARTISTS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to Agency. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the Agency by certified mail.

6.3 These insurance requirements shall not relieve or limit the liability of the Artist. The Agency does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the Artist's interests or liabilities but are merely minimum requirements established by the Agency's Risk Management Coordinator. The Agency reserves the right to require any other insurance coverages that the Agency deems necessary depending upon the risk of loss and exposure to liability.

6.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

6.5 The Artist shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability
insurance which may not be less than One Million ($1,000,000) Dollars for each category), and the Artist shall provide verification thereof to the Agency upon request of the Agency.

6.6 All required insurance policies shall preclude any underwriter’s rights of recovery or subrogation against the Agency with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

6.7 The Artist shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the Agency for payment or assessments in any form on any policy of insurance.

6.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Agency is named as an additional named insured shall not apply to the Agency. The Agency shall provide written notice of occurrence within fifteen (15) working days of the Agency’s actual notice of such an event.

6.9 Artist shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

6.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the Agency, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Artist shall thereupon cease and terminate.

6.11 The Artist acknowledges that until the Agency’s written final acceptance of the Artwork by the Agency under Section 1.7(c), any injury to property or persons caused by the Artist’s Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist’s Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist’s Artwork, regardless of where such loss occurs. Artist shall not be responsible for any damage, personal or property that may occur once the Artwork is within Agency’s actual physical custody.

Article 7 - Indemnification

7.1 Artist shall indemnify, defend, and save harmless the Agency, its officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Artist, its agents, servants, or employees in the performance of services under this Agreement.

7.2 Artist shall indemnify, defend, and save harmless the Agency, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney’s and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of Artist, its agents, servants or employees arising from this Agreement or its performance. Artist and the Agency hereby agree and covenant that Artist has incorporated
into the contract sum payable by the Agency to Artist, specific additional consideration in the amount of ten dollars ($10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than $1 million per occurrence or no more than the limits of insurance required of Artist by the Agreement, whichever is greater. It is the Agency’s and Artist’s full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statute.

7.3 The execution of this Agreement by Artist shall obligate Artist to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Article 6 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

7.4 The obligation of Artist to indemnify the Agency is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the Agency or Artist.

7.5 Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

Article 8 - Ownership and Intellectual Property Rights

8.1 Title

Title to the Artwork shall pass to the Agency upon the Agency’s written final acceptance and payment for the Artwork pursuant to Section 1.7 (c) and Exhibit “B”.

8.2 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement shall be retained by the Agency for possible exhibition and to hold for permanent safekeeping.

8.3 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright, as well as all rights under the Visual Artist Rights Act (“VARA”), §106A of the Copyright Act, and any other intellectual property rights therein and thereto. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this Agreement and VARA. If authorship of the Artwork is disclaimed by the Artist, upon written request, the Agency shall remove the identification plaque and all attributive references to Artist at its own expense within 7 days of receipt of such notice. No provision of this Agreement shall obligate the Agency to alter or remove any such attributive reference printed or published prior to the Agency’s receipt of such notice. Artist may take such other action as Artist may choose in order to disavow the Artwork.
8.4 Reproduction Rights

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the Agency. However, nothing shall prevent the Artist from creating future Artworks in the Artist’s manner and style of artistic expression.

b. The Artist grants to the Agency and its assigns an irrevocable license to make two dimensional reproductions of the Artwork for noncommercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.

c. All reproductions by the Agency shall contain a credit to the Artwork and the Artist and a copyright notice.

d. The Artist shall use the Artist’s best efforts in any public showing or resume use of reproductions to give acknowledgment to the Agency in substantially the following form: “an original Artwork commissioned by and in the public art collection of the Coral Springs Community Redevelopment Agency.”

e. The Artist may, at the Artist’s expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist’s name.

f. If the Agency wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

g. Third Party Infringement. The Agency is not responsible for any third party infringement of Artist’s copyright and not responsible for protecting the intellectual property rights of Artist. If the Agency obtains actual knowledge of infringement, the Agency shall notify the Artist in a reasonable time of an actual infringement of the Artist’s copyright of the Artwork.

Article 9 - Artist’s Rights

9.1 General

a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976, as well as all rights under the Visual Artist Rights Act (“VARA”), and any other intellectual property rights therein and thereto.

b. The Agency agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first providing notice to the Artist.

c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or
equity under this Agreement and VARA. Upon written request, the Agency shall remove the identification plaque and all attributive references to the Artist at its own expense within sixty (60) days of receipt of the notice. No provision of this Agreement shall obligate the Agency to alter or remove any such attributive reference printed or published prior to the Agency’s receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

d. Agency shall notify the Artist of any proposed significant alteration to the installation location that would affect the intended character and appearance of the Artwork. The Agency shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The Agency shall use its best efforts to maintain the integrity of the Artwork. Agency agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist and consult with Artist regarding such removal or relocation. Artist understands that the final decision regarding any such alterations, removal or relocation shall be determined solely by the Agency. In the event Agency proceeds with such removal or relocation, the Artist shall provide the Agency with written handling instructions.

e. Agency shall notify artist in writing upon adoption of a plan of construction or alteration of the installation location which might result in the Artwork being destroyed, distorted or modified. Agency shall make a good faith effort to consult with Artist regarding such a plan. Artist understands that the final decision regarding any such plan shall be determined solely by the Agency. If the Artwork is destroyed, distorted or modified, Artist may disavow the Artwork as provided in subsection (c) above. Any notice required by this Article shall be provided in accordance with Article 16.

Article 10 - Permanent Record

The Agency shall maintain on permanent file a record of this Agreement and the location and disposition of the Artwork.

Article 11 - Artist as an Independent Contractor

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the Agency. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the Agency with the power to bind in any manner.

The Artist shall provide the Agency with the Artist’s Tax Identification Number and any proof of such number as requested by the Agency.

Article 12 - Nondiscrimination

The Artist shall not discriminate, in any way, against any person on the in connection with or related to the performance of this Agreement.
Article 13 - Assignment of Artwork

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the Agency. The Agency shall have the right to assign or transfer any and all of the Agency’s rights and obligations under this Agreement, subject to the Artist’s consent, if ownership of the installation location is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

Article 14 - Termination

a. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than ten (10) days prior to the effective date of termination.

b. Notwithstanding any other provision of this Agreement to the contrary, the Agency may terminate this Agreement without cause upon seven (7) days written notice to the Artist. The Agency shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit “B” of this Agreement.

c. If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default unless provided additional time in writing by the Agency. If it is not cured by that time, this Agreement shall terminate.

d. If the Artist defaults for cause other than death or incapacitation (see Article 15), the Artist shall return to the Agency all funds provided by the Agency in excess of expenses already incurred. The Artist shall provide an accounting of such funds. All finished and unfinished drawings, sketches, photographs, and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The Agency shall retain the right to have the Artwork delivered. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.

e. If the Agency defaults, the Agency shall promptly compensate the Artist for all services performed by the Artist prior to termination. The Agency shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit “B”. The Artist shall retain possession and title to the studies, drawings, designs, maquettes and models already prepared and submitted or prepared for submission to the Agency by the Artist under this Agreement prior to the date of termination.
f. Upon notice of termination, the Artist and its subcontractors shall cease all services affected.

Article 15 - Death or Incapacity

For the purposes of this Article 15, reference to the Artist shall be to Jim Gallucci as an individual and not to the Artist as an entity.

a. If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Article 14. However, nothing in this Article shall obligate the Agency to accept the Artwork.

b. In the event of incapacity, the Artist shall assign the Artist's obligations and services under this Agreement to another artist or subcontracting fabricator provided that the Agency, in its sole discretion, approves of the new artist or subcontracting fabricator. Alternatively, the Agency may elect to terminate this Agreement. The Artist shall retain all rights under Article 8 and Article 9. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice.

c. In the event of death, this Agreement shall terminate effective upon the date of death. The Artist’s heirs shall retain all rights and responsibilities contained herein. The Artist’s executor shall deliver to the Agency the Artwork. Title to the Artwork shall then transfer to the Agency.

Article 16 - Notices and Documents

Notices required under this Agreement shall be delivered personally or through registered or certified mail, return receipt requested mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a party:

For the Agency: John M. Walsh, Chair
Coral Springs Community Redevelopment Agency
9551 West Sample Road
Coral Springs, FL 33065

With a copy to: Susan F. Delegal, Board Attorney
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

For the Artist: ____________________________

______________________________

______________________________
Notice shall be deemed effective on the date personally delivered, or, if mailed three (3) days after the postmarked date.

Article 17 – Public Records

a. Artist shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the Agency to perform the Services or work set forth in this Agreement; and

2. Upon the request of the Agency’s custodian of public records, provide the Agency 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 Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that 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 Agreement if Artist does not transfer the records to the Agency; and

4. Upon completion of the Agreement, transfer, at no cost to the Agency, all public records in possession of Artist or keep and maintain public records required by the Agency to perform the service or work provided for in this Agreement. If Artist transfers all public records to the Agency upon completion of the Agreement, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Artist keeps and maintains public records upon completion of the Agreement, Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency’s custodian of public records, in a format that is compatible with the information technology systems of the Agency.

b. Artist acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Agency pursuant to Section 119.0701(3), Florida Statutes. If notified by the Agency of a public records request for records not in the possession of the Agency but in possession of Artist, Artist shall provide such records to the Agency or allow the records to be inspected or copied within a reasonable time. Artist acknowledges that should Artist fail to provide the public records to the Agency within a reasonable time, Artist may be subject to penalties pursuant to Section 119.10, Florida Statutes.

c. IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, ARTIST MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE AGENCY AT:

CITY CLERK
CITY OF CORAL SPRINGS
9551 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065
TELEPHONE: (954) 344-1065
EMAIL: clerks@coralsprings.org

Article 18 - Waiver

The parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

Article 19 - Audit

The Agency shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Board Attorney, City Auditor, Agency, or a designated representative of any of these officers. Copies of such documents shall be provided to the Agency for inspection when it is practical to do so. Access to such records and documents shall also be granted to any party authorized by the Artist, the Artist's representatives, or the Artist's successors-in-interest. The Agency will comply with any open records law applicable to these records.

Article 20 - Conflict of Interest

The Artist and the Agency shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 21 - Choice of Law and Venue

Any case, controversy or dispute arising out of this Agreement and any action involving the enforcement or interpretation of any rights herein shall be governed by Florida Law. Venue shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Article 22 - Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.
Article 23 - Entire Agreement

This Agreement, including the exhibit, comprise all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

Article 24 – Counterparts

This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts, when so executed together, shall constitute one and the same Agreement and shall be deemed to be an original. Photographic, faxed or electronic copies of such signed counterparts shall constitute originals for the purpose of this Agreement and may be used in lieu of the originals for any purpose.

ARTIST: Jim Gallucci, Sculptor Ltd.

Title

President.

Date


STATE OF North Carolina
COUNTY OF Guilford

On this, the 19 day of June, 2017, before me, the undersigned Notary Public of the USA, personally appeared Jim Gallucci, as President whose name is subscribed to the within instrument, and she acknowledges that she executed same.

WITNESS my hand and official seal on the date referenced above.

[Signature]

Notary Public
My commission expires: 9/25/19
AGENCY:

CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY

Approved as to form and legal sufficiency

By: ________________________________
    John M. Walsh, Chair

Susan F. Delegal
CRA Board Attorney
EXHIBIT A
PROPOSAL

Coral Springs
Downtown Icon

Jim Gallucci Sculptor, Ltd.
499 Industrial Avenue, Greensboro, NC 27406
336-370-9001 * jgall63051@aol.com * 5/8/17
Coral Springs Downtown Icon
Letters are backlit from inside

Spines are removable for transport

Lights are placed at each spine

*Downtown logo can be incorporated in a number of ways if desired: At either end of the front semi-circle, on a stand separate from the piece, on the base or other suggestions are welcome.*
Dimensions:
12’ tall x 18’ wide x 4’ deep

Weight:
Approx. 1700lbs.

Material:
3003 Aluminum Alloy
(1/4, 3/16, 1/8”)

Bottom plate is a diamond tread pattern
Trailer included in budget

Basic Flatbed Utility Trailer – 6,000 GVWR – 16 ft.

Kaufman's Basic flatbed utility trailer models is value equipped with useful features. The mainframe and wrap-around tongue are 4" channel. The crossmembers and loading ramps are 2x2x1/4 angle. The ladder style loading ramps are 50" long and slide in from each side behind the fenders. Standard features include: stud mounted lights with standard wiring, a fixed 2 5/16" A-frame coupler, top wind jack, tear drop fenders, stake pockets, and brakes on one axle (second braking axle optional), with bias tires (radials optional). The floor is pressure treated with a dovetail. This versatile Basic flatbed utility trailer has many all around uses and is a bargain at our competitive price.
Anchor points and temporary placement details
Jim Gallucci Sculptor, Ltd. Studio

Jim works full time designing and creating/fabricating sculptures in his Greensboro studio assisted by a staff of 5. His commissions can be found in public, corporate, and residential spaces throughout the country and the world.

List of professionals we collaborate with on projects:
Ray Holobaugh, CDI
John Bradley, Exact Cut
Scott Richardson, Light Defines Form
Rob Landwehrmann, Landwehrmann Engineering
We want to be your sculpture team!
EXHIBIT B
PAYMENT SCHEDULE

The Agency shall pay the Artist a fixed fee not to exceed $55,000.00, which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

a. $18,333.00 within 30 days of full execution of the Agreement.

b. $18,333.00 upon completion of fabrication with documentation and Agency being provided photographic proof of same.

c. $18,334.00 after installation and final approval.
EXHIBIT C
TRANSFER OF TITLE

STATE OF FLORIDA

COUNTY OF BROWARD

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the Agency, located in Coral Springs, Florida, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of JIM GALLUCCI SCULPTOR, LTD. and as described therein.

Title: CORAL SPRINGS DOWNTOWN ICON

Location: MOBILE (within Downtown Coral Springs, Florida).

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the ______ day of _____, 201__

WITNESS __________________________ ARTIST __________________________

sworn to and subscribed ADDRESS __________________________
before me this ______ day FED ID #________
of ________________, 2017

NOTARY PUBLIC My commission Expires:

(NOTARY SEAL)
### EXHIBIT D
**ARTWORK DESCRIPTION FORM**

#### Artist Contact Information

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artist Name</td>
<td></td>
</tr>
<tr>
<td>Business Name (if Different)</td>
<td></td>
</tr>
<tr>
<td>Checks to Artist Name or Business Name (Circle One)</td>
<td></td>
</tr>
<tr>
<td>Address #1</td>
<td></td>
</tr>
<tr>
<td>Address #2</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
<td></td>
</tr>
<tr>
<td>Business Phone</td>
<td></td>
</tr>
<tr>
<td>Business FAX</td>
<td></td>
</tr>
<tr>
<td>E-Mail #1</td>
<td></td>
</tr>
<tr>
<td>E-Mail #2</td>
<td></td>
</tr>
<tr>
<td>Website</td>
<td></td>
</tr>
</tbody>
</table>

#### Basic Artist Resume Information

(Attached FULL Resume)

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Birth</td>
<td></td>
</tr>
<tr>
<td>Place of Birth</td>
<td></td>
</tr>
<tr>
<td>Short Biographical Paragraph</td>
<td></td>
</tr>
<tr>
<td>Artworks in Other South Florida Public Places or Public Museums</td>
<td></td>
</tr>
</tbody>
</table>

#### Artwork Plaque and Basic Publicity Info.

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artist Name for Publication</td>
<td></td>
</tr>
<tr>
<td>Title of Artwork</td>
<td></td>
</tr>
<tr>
<td>Year of Completion</td>
<td></td>
</tr>
<tr>
<td>Dimensions Overall</td>
<td></td>
</tr>
<tr>
<td>Materials (Maximum 5 words)</td>
<td></td>
</tr>
<tr>
<td>General Description of Artwork (Maximum 15 words)</td>
<td></td>
</tr>
<tr>
<td>Sponsors of Art</td>
<td></td>
</tr>
<tr>
<td>Added by City if Applicable</td>
<td></td>
</tr>
</tbody>
</table>

| Full Artist Statement regarding the Artwork                                    |
| Statement                                                                     |

| Artwork Components (Every physically separate item)                          |
| Title or Five Word Identifier                                                 |
| Materials                                                                     |
| Height, Width & Length                                                        |
| Key Information for Removal and Attachment                                   |

| Title or Five Word Identifier                                                 |
| Materials                                                                     |
| Height, Width & Length                                                        |
| Key Information for Removal and Attachment                                   |
| (Repeat as necessary)                                                        |

| Materials                                                                     |
| Exterior Material #1                                                         |
| Description of Finish and How to Achieve                                     |
| PMS Color Numbers for Industrial Finishes (Attach Paint Chips)               |
| (Repeat as necessary)                                                        |

| Engineer of Record (If hired by Artist)                                      |
| Firm Name, City                                                              |
| Contact Name                                                                 |
| Phone                                                                       |
| Email                                                                        |
### Fabricator(s) and/or Finishing

| Fabricator #1 Name, City, State, Phone |  |
| Fabricator #1 Name, City, State, Phone |  |
| Fabrication Method (Attach Dwgs) |  |
| Show or Describe Internal Structure of Connections |  |

### Installation

| Installer Name, City, State, Phone (List artist, if artist installed) |  |
| Installation Method (Attach Dwgs) |  |
| Foundation or Other Construction Drawings (Attach) |  |
| Note on How to Lift Artwork |  |
| Note on De-installation Sequence |  |

### Operation Parameters

| Description of Physical Position on Site including viewing height |  |
| Description of Environmental Factors. Example: Tree Trimming |  |

### Site Specific Artwork (If Applicable)

| Description of Site Specific Elements |  |
| (Must Attach SIGNED agreement between Artist and Owner) |  |

### Maintenance
<table>
<thead>
<tr>
<th>Routine Maintenance Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning Solution and Frequency</td>
</tr>
<tr>
<td>Protective Coating, Application Method and Frequency</td>
</tr>
<tr>
<td>Schedule of Replaceable Parts (light bulbs, etc)</td>
</tr>
<tr>
<td>Item(s) to Check at Every Routine Field Examination</td>
</tr>
<tr>
<td>Long Term with Future Dates</td>
</tr>
<tr>
<td>Exterior (i.e. repainting)</td>
</tr>
<tr>
<td>Internal</td>
</tr>
</tbody>
</table>

**Appearance (Photos)**

<table>
<thead>
<tr>
<th>Note on Ideal Appearance of Artwork</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publishable Photos of Artwork (Attach at minimum 300 dpi)</td>
</tr>
<tr>
<td>Photographer (Attach Release Form)</td>
</tr>
</tbody>
</table>

**Electronic Components of Artwork (If Any)**

<table>
<thead>
<tr>
<th>Name of Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer Name, City, State, Phone</td>
</tr>
<tr>
<td>Supplier Name, City, State, Phone</td>
</tr>
<tr>
<td>Frequency of Replacement (Repeat as necessary)</td>
</tr>
</tbody>
</table>

**Digital Copies for Future Repair (list & attach digital copies)**

<table>
<thead>
<tr>
<th>Sound Art Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graphics Descriptions</td>
</tr>
</tbody>
</table>
Artist Attachment Checklist

Electronic Attachments
- Full Artist Resume
- Publishable Digital Photographs
- Fabrication Drawing and/or Photos
- Installation Drawing and/or Photos
- Foundation or Other Construction Drawings
- Digital Sound Art
- Digital Graphic Art

Physical Attachment
- Paint Chips for Future Color Restoration
- Material Sample with Correct Finish for Maintenance
- Contractually Agreed Replacement Parts, If Applicable
- Signed Release from Photographer of Publishable Photographs
## Downtown Coral Springs Community Redevelopment Agency
### Base Taxable Value & Projected Annual Growth

<table>
<thead>
<tr>
<th>Tax Roll As of July 1&lt;sup&gt;st&lt;/sup&gt;</th>
<th>Taxable Value</th>
<th>Annual Growth ($)</th>
<th>Annual Change (%)</th>
<th>Incremental Growth ($)</th>
<th>Incremental Growth (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>$66,321,640</td>
<td>n/a</td>
<td>-</td>
<td>n/a</td>
<td>-</td>
</tr>
<tr>
<td>2003</td>
<td>$70,008,890</td>
<td>$3,687,250</td>
<td>5.6%</td>
<td>$3,687,250</td>
<td>5.6%</td>
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<tr>
<td>2004</td>
<td>$72,397,460</td>
<td>$2,388,570</td>
<td>3.4%</td>
<td>$6,075,820</td>
<td>9.2%</td>
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<tr>
<td>2005</td>
<td>$84,731,530</td>
<td>$12,334,070</td>
<td>17.0%</td>
<td>$18,409,890</td>
<td>27.8%</td>
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<tr>
<td>2006</td>
<td>$96,982,070</td>
<td>$12,250,540</td>
<td>14.5%</td>
<td>$30,660,430</td>
<td>46.2%</td>
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<tr>
<td>2007</td>
<td>$117,597,460</td>
<td>$20,608,930</td>
<td>21.3%</td>
<td>$51,269,360</td>
<td>77.3%</td>
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<tr>
<td>2008</td>
<td>$129,506,298</td>
<td>$11,915,298</td>
<td>10.1%</td>
<td>$63,184,658</td>
<td>95.3%</td>
</tr>
<tr>
<td>2009</td>
<td>$126,348,610</td>
<td>$(3,157,688)</td>
<td>-2.4%</td>
<td>$60,026,970</td>
<td>90.5%</td>
</tr>
<tr>
<td>2010</td>
<td>$115,437,820</td>
<td>$(10,910,790)</td>
<td>-8.6%</td>
<td>$49,116,180</td>
<td>74.1%</td>
</tr>
<tr>
<td>2011</td>
<td>$104,440,300</td>
<td>$(10,997,520)</td>
<td>-9.5%</td>
<td>$38,118,660</td>
<td>57.5%</td>
</tr>
<tr>
<td>2012</td>
<td>$96,450,160</td>
<td>$(7,781,140)</td>
<td>-7.5%</td>
<td>$30,337,520</td>
<td>45.7%</td>
</tr>
<tr>
<td>2013</td>
<td>$98,389,690</td>
<td>$1,730,530</td>
<td>1.8%</td>
<td>$32,068,050</td>
<td>48.4%</td>
</tr>
<tr>
<td>2014</td>
<td>$100,368,860</td>
<td>$1,979,170</td>
<td>2.0%</td>
<td>$34,047,220</td>
<td>51.3%</td>
</tr>
<tr>
<td>2015</td>
<td>$103,256,700</td>
<td>$2,896,840</td>
<td>2.9%</td>
<td>$36,944,060</td>
<td>55.7%</td>
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<tr>
<td>2016</td>
<td>$108,804,050</td>
<td>$5,538,350</td>
<td>5.4%</td>
<td>$42,482,410</td>
<td>64.1%</td>
</tr>
<tr>
<td><strong>2017</strong></td>
<td><strong>$122,343,180</strong></td>
<td><strong>$13,539,130</strong></td>
<td><strong>12.4%</strong></td>
<td><strong>$56,021,540</strong></td>
<td><strong>84.5%</strong></td>
</tr>
<tr>
<td>2018</td>
<td>$127,236,907</td>
<td>$4,893,727</td>
<td>4.0%</td>
<td>$60,915,267</td>
<td>91.8%</td>
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<tr>
<td>2019</td>
<td>$132,326,383</td>
<td>$5,089,476</td>
<td>4.0%</td>
<td>$66,004,743</td>
<td>99.5%</td>
</tr>
<tr>
<td>2020</td>
<td>$137,619,439</td>
<td>$5,293,055</td>
<td>4.0%</td>
<td>$71,297,799</td>
<td>107.5%</td>
</tr>
<tr>
<td>2021</td>
<td>$143,124,216</td>
<td>$5,504,778</td>
<td>4.0%</td>
<td>$76,802,576</td>
<td>115.8%</td>
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<tr>
<td>2022</td>
<td>$148,849,185</td>
<td>$5,724,969</td>
<td>4.0%</td>
<td>$82,527,545</td>
<td>124.4%</td>
</tr>
<tr>
<td>2023</td>
<td>$154,803,152</td>
<td>$5,953,967</td>
<td>4.0%</td>
<td>$88,481,512</td>
<td>133.4%</td>
</tr>
<tr>
<td>2024</td>
<td>$160,795,279</td>
<td>$6,192,126</td>
<td>4.0%</td>
<td>$94,673,639</td>
<td>142.7%</td>
</tr>
</tbody>
</table>

1 CRA Base Year
Annual Appreciation Rate (2009 -2012) 0%
Annual Appreciation Rate (2018 -2024) 4.0% estimated
2 Based on BCPA Tax Year 2017 (or CRA's FY 2018) - 5.24.17 DR-420 Form Value - CRA Tax Increment_Stoops

Prepared By: Community Redevelopment Agency

6/23/2017
## Base Taxable Value & Projected Annual Growth

<table>
<thead>
<tr>
<th>Tax Roll As of July 1&lt;sup&gt;st&lt;/sup&gt;</th>
<th>Taxable Value</th>
<th>Annual Growth ($)</th>
<th>Annual Change (%)</th>
<th>Incremental Growth ($)</th>
<th>Incremental Growth (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>$90,254,670</td>
<td>$ -</td>
<td>-</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>2012</td>
<td>$82,473,530</td>
<td>$(7,781,140)</td>
<td>-8.6%</td>
<td>$(7,781,140)</td>
<td>-8.6%</td>
</tr>
<tr>
<td>2013</td>
<td>$84,204,060</td>
<td>$1,730,530</td>
<td>2.1%</td>
<td>$(6,050,610)</td>
<td>-6.7%</td>
</tr>
<tr>
<td>2014</td>
<td>$86,139,670</td>
<td>$1,935,610</td>
<td>2.3%</td>
<td>$(4,115,000)</td>
<td>-4.6%</td>
</tr>
<tr>
<td>2015</td>
<td>$88,734,890</td>
<td>$2,595,220</td>
<td>3.0%</td>
<td>$(1,519,780)</td>
<td>-1.7%</td>
</tr>
<tr>
<td>2016</td>
<td>$93,797,410</td>
<td>$5,062,520</td>
<td>5.7%</td>
<td>$3,542,740</td>
<td>3.9%</td>
</tr>
<tr>
<td>2017</td>
<td>$104,165,720</td>
<td>$10,368,310</td>
<td>11.1%</td>
<td>$13,911,050</td>
<td>15.4%</td>
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<tr>
<td>2018</td>
<td>$108,332,349</td>
<td>$4,166,629</td>
<td>4.0%</td>
<td>$18,077,679</td>
<td>20.0%</td>
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<tr>
<td>2019</td>
<td>$112,665,643</td>
<td>$4,333,294</td>
<td>4.0%</td>
<td>$22,410,973</td>
<td>24.8%</td>
</tr>
<tr>
<td>2020</td>
<td>$117,172,268</td>
<td>$4,506,626</td>
<td>4.0%</td>
<td>$26,917,598</td>
<td>29.8%</td>
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<tr>
<td>2021</td>
<td>$121,859,159</td>
<td>$4,686,891</td>
<td>4.0%</td>
<td>$31,604,489</td>
<td>35.0%</td>
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<tr>
<td>2022</td>
<td>$126,733,526</td>
<td>$4,874,366</td>
<td>4.0%</td>
<td>$36,478,856</td>
<td>40.4%</td>
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<tr>
<td>2023</td>
<td>$131,802,867</td>
<td>$5,069,341</td>
<td>4.0%</td>
<td>$41,548,197</td>
<td>46.0%</td>
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<tr>
<td>2024</td>
<td>$137,074,981</td>
<td>$5,272,115</td>
<td>4.0%</td>
<td>$46,820,311</td>
<td>51.9%</td>
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<tr>
<td>2025</td>
<td>$142,557,981</td>
<td>$5,482,999</td>
<td>4.0%</td>
<td>$52,303,311</td>
<td>58.0%</td>
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<tr>
<td>2026</td>
<td>$148,260,300</td>
<td>$5,702,319</td>
<td>4.0%</td>
<td>$58,005,630</td>
<td>64.3%</td>
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<tr>
<td>2027</td>
<td>$154,190,712</td>
<td>$5,930,412</td>
<td>4.0%</td>
<td>$63,936,042</td>
<td>70.8%</td>
</tr>
<tr>
<td>2028</td>
<td>$160,358,340</td>
<td>$6,167,628</td>
<td>4.0%</td>
<td>$70,103,670</td>
<td>77.7%</td>
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<tr>
<td>2029</td>
<td>$166,772,674</td>
<td>$6,414,334</td>
<td>4.0%</td>
<td>$76,518,004</td>
<td>84.8%</td>
</tr>
<tr>
<td>2030</td>
<td>$173,443,581</td>
<td>$6,670,907</td>
<td>4.0%</td>
<td>$83,188,911</td>
<td>92.2%</td>
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</tbody>
</table>

### Notes:
1) Per Agreement with Broward County: Base Year 2011 and deduct
One Charter Property's Assessed Taxable Value (Folio: 484122200011)
Assessed Value $14,185,630

---

<table>
<thead>
<tr>
<th>2017</th>
<th>$122,343,180</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$18,177,460</td>
</tr>
<tr>
<td></td>
<td>$104,165,720</td>
</tr>
</tbody>
</table>

Broward County RE Use Summary

less One Charter Property Taxable Value

FY 2018 Total Taxable Value for Broward County

---

1) CRA Broward County Base Year per 2010 Agreement
2) Based on BCPA Tax Year 2017 (or CRA's FY 2018) - 5.24.17 DR-420 Form Value - CRA Tax Increment_Stoops

Prepared By: Community Redevelopment Agency

6/23/2017
### Downtown Coral Springs Community Redevelopment Agency

**Preliminary FY 2018 Tax Increments Due**

<table>
<thead>
<tr>
<th>Taxing Authority</th>
<th>FY 2018 Millage Rate</th>
<th>FY 2018 Incremental Value</th>
<th>FY 2018 Increments Due</th>
<th>FY 2017</th>
<th>Change</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Coral Springs</td>
<td>4.7982</td>
<td>$56,021,540</td>
<td>$255,362</td>
<td>$193,647</td>
<td>$61,715</td>
<td>31.87%</td>
</tr>
<tr>
<td>North Broward Hospital District</td>
<td>1.3462</td>
<td>$56,021,540</td>
<td>$71,645</td>
<td>$54,330</td>
<td>$17,315</td>
<td>31.87%</td>
</tr>
<tr>
<td>Children Services Council</td>
<td>0.4882</td>
<td>$56,021,540</td>
<td>$25,982</td>
<td>$19,703</td>
<td>$6,279</td>
<td>31.87%</td>
</tr>
</tbody>
</table>

**FY 2018 Sub Total**

<table>
<thead>
<tr>
<th></th>
<th>FY 2018 Total TIF Revenues</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$327,008</td>
<td>$247,977</td>
</tr>
</tbody>
</table>

less CSC refunded revenues

<table>
<thead>
<tr>
<th></th>
<th>FY 2018 Total TIF Revenues</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$352,990</td>
<td>$267,680</td>
</tr>
</tbody>
</table>

FY 2018 Grand Total

<table>
<thead>
<tr>
<th>Broward County</th>
<th>FY 2018 Millage Rate</th>
<th>FY 2018 Incremental Value</th>
<th>FY 2018 Increments Due</th>
<th>FY 2017</th>
<th>Change</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Tax Year 2011</td>
<td>5.4474</td>
<td>$13,911,050</td>
<td>$71,990</td>
<td>$18,333</td>
<td>$53,657</td>
<td></td>
</tr>
</tbody>
</table>

| FY 2018 Total               | $71,990               | $266,310     |

| FY 2018 Grand Total         | $398,998              | $132,688     |

**Notes:**
- Broward County Data
- Tax roll dated 5.24.17
- Taxable Value: $122,343,180 (174 parcels)
- CSC revenues are refunded
City of Coral Springs
Community Redevelopment Agency

BUSINESS PLAN

Fiscal Year 2017

Final
August 22, 2016

Includes Project Status Update (see text in red) - June 2017

- Completed (C)
- Close to Completion (CTC)
- Ongoing - Significant Progress (OSP)
- Some Progress (SP)
- No Progress (NP)
- Other (O)
**Priority 1. Attract Mixed-Use Redevelopment – CRA Advisor: Andy Kasten**

<table>
<thead>
<tr>
<th>Project</th>
<th>Overview</th>
<th>Action Steps</th>
<th>Departments Responsible</th>
<th>Timeline/Cost</th>
<th>Status</th>
</tr>
</thead>
</table>
| **1.1. *Downtown Zoning District*** | The downtown zoning has to be updated to reflect the land use documents (DDRI and LAC). If we adopt a form-based code it will be easier to create a more urban feel in our Downtown with a lively mix that includes both commercial and residential developments. The Shared Parking ratios will be incorporated as part of the proposed Downtown Zoning District. | ♦ Finish the draft language for new Downtown Zoning District based on Form-Based Code.  
♦ Send it to CMO and CRA Master Developer for review and input.  
♦ Make any necessary modifications based on input.  
♦ Start outreach with property owners of the Downtown core area.  
♦ Expand outreach to entire CRA/Downtown business and property owners.  
♦ City Commission will adopt the re-zoning. | -CRA  
Cost: Outreach cost TBD | Shared Parking Study was completed and recommendation on new parking requirements was finalized.  
Consultants completed draft Downtown Zoning District document (Jan. 2016) and CRA and DS are completing the review process.  
CTC- Completed all action steps with the exception of adoption (estimated Nov. 2017) |
| **1.2. Promote Mixed-use Redevelopment** | Each of the CRA private properties in the Downtown Core has a set of challenges. The hope is that a new zoning and new Municipal Complex will stimulate redevelopment. | ♦ Once the regulatory framework has been established the next step is to recruit and support private investment.  
♦ Continue conversations with the CRA Master Developer and property owners of Financial Plaza, Publix, Post Office, and Village Square regarding mixed-use redevelopment. | -CRA  
-CMO  
-EDO  
-CAO | Timeline: Ongoing  
Cost: N/A | Discussions have been ongoing.  
OSP- Had many meetings with core property owners and made significant progress (Publix and Financial Plaza for sale and Village Square not in the market but for sale). Talked to many interested developers. |
<table>
<thead>
<tr>
<th>Project</th>
<th>Overview</th>
<th>Action Steps</th>
<th>Departments Involved</th>
<th>Timeline/Cost</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.1. <em>Municipal Complex Commercial Development (Phase II and Phase III Parcels)</em></strong></td>
<td>Phase II and Phase III are located directly southeast of the new Municipal Complex. The City intends to convey the parcels to the CRA and the CRA will convey them to Amera. The project will include mixed uses, businesses that generate pedestrian traffic and high quality design that will enhance Downtown.</td>
<td>♦ Continue researching and discussing entertainment ideas for Phase II Parcel. ♦ Work closely with Amera on executing the tri-party agreement timeline. ♦ Draft and Negotiate a Purchase and Sale Agreement with Amera for conveyance of Phase II and Phase III Parcel. ♦ Move forward with the renewal of the Master Developer Agreement with Amera Urban Developers, Inc. (Original Development Agreement - June 21, 2005).</td>
<td>-CRA -CMO -CAO -DS Other parties involved: Amera Urban Developers.</td>
<td>Timeline: Amera to submit final site plan by 10/1/16. Negotiations of agreement should start in Jan. 2017. Construction to start by 8/1/17.</td>
<td>The parking garage tri-party agreement between the CRA, Amera, and the City was negotiated and executed in FY 15/16. The CRA accepted the Phase II proposal from Amera Urban Developers (Resolution 2016-001) authorizing the CRA Chairman and staff to negotiate further agreements with Amera. O- Agreement with Amera is no longer in Place and the Municipal Complex Commercial is now part of the RFP with City Hall. See project 2.4.</td>
</tr>
<tr>
<td><strong>2.2. Complete the Municipal Complex, Parking Garage and Right Turn Lane on NW 94th Projects</strong></td>
<td>The construction of a new 74,000 square-foot Municipal Complex and 607-space parking garage at the corner of NW 94th Avenue and Sample Road will serve as a catalyst for redevelopment in the Downtown area.</td>
<td>♦ When requested by City, provide input and assistance on the projects. ♦ Look for opportunities to talk to people; especially, developers and realtors, about these projects. ♦ When CRA has a booth at any community event, feature and update people on the progress of the project. ♦ Stay informed on the construction progress and make sure website has current information.</td>
<td>-CRA -CMO -Construction Project Manager -Communications and Marketing</td>
<td>Timeline: Construction is expected to be completed in late 2017. Cost: Incorporated in the Marketing costs (see priority # 5)</td>
<td>The ground breaking of the Municipal Complex was in May 2016 and construction started immediately after. The CRA has been promoting and supporting this project from the beginning. OSP- Municipal Complex and Parking garage are on budget and on schedule. The CRA has helped promote these projects.</td>
</tr>
<tr>
<td>Project</td>
<td>Overview</td>
<td>Action Steps</td>
<td>Departments Involved</td>
<td>Timeline/Cost</td>
<td>Status</td>
</tr>
<tr>
<td>---------</td>
<td>----------</td>
<td>--------------</td>
<td>----------------------</td>
<td>--------------</td>
<td>--------</td>
</tr>
</tbody>
</table>
| **2.3. *ArtWalk Enhancements** | In October 2015, the CRA, the City, and Coral Springs residents celebrated the ArtWalk grand opening. This pedestrian-friendly area in Downtown is a new place for the community to gather and it has already hosted many community events. Since its opening, residents have been suggesting minor additions to the ArtWalk. The most recent addition was four bike racks. | ♦ Research the cost and feasibility of having free Wi-Fi zone at the ArtWalk.  
♦ Research feasibility of having a pet waste system that can be added during events.  
♦ Research cost and feasibility of adding tables and chairs on strategic sections of the ArtWalk.  
♦ If other enhancements are suggested by residents and Board Members, research cost and feasibility. | -CRA  
-Construction  
-Communications and Marketing  
-Public Works  
-IT (Wi-Fi only) | Timeline: By Aug. 2017 determine cost and feasibility of enhancements and if any of the enhancements are feasible start implementation  
Cost:  
-Pet Waste System ($300 - $600 each)  
-Wi-Fi and chairs and tables (TBD) | Had meetings with IT about free Wi-Fi zone and received a quote in the amount of $9,826.00 to do the assessment, design and project management (it doesn’t include implementation). Currently looking for alternate options.  
CRA Board agreed that pet waste should not be permanent, but agreed to look at removable option for events.  
OSP- Worked with IT and Bluestream to add free WiFi at the ArtWalk and around NW 94th Ave. Attorneys are reviewing the proposal. City changed some of the ArtWalk landscaping with CRA support. |
| **2.4. Prepare for City Hall Redevelopment** | Once the Municipal Complex is completed, the City will sell or lease the current City Hall site for redevelopment to increase the City’s and CRA's private capital investments in the designated downtown. | ♦ The City will make all final decisions regarding the lease or sale of the City Hall property and the CRA will provide input and assistance to the City when needed.  
♦ Evaluate highest and best use for property and if mix-use is going to be required.  
♦ Discuss the ultimate vision.  
♦ If requested by City, the CRA will work with purchasing division on drafting the RFP. | -CRA  
-CMO  
-Construction  
-Project Manager  
-Purchasing | Timeline: RFP ready to be advertised by Aug. 2017  
Cost: N/A | N/A  
C- Completed all action steps listed. Proposals are due on July 7th. |
### Priority 3. Transportation and Infrastructure – CRA Advisor: Lorna Brown-Burton

<table>
<thead>
<tr>
<th>Project</th>
<th>Overview</th>
<th>Action Steps</th>
<th>Departments Involved</th>
<th>Timeline/Cost</th>
<th>Status</th>
</tr>
</thead>
</table>
| 3.1. *Mitigate the Impact of Businesses within the CRA during the Water Main Improvements on Sample Road* | This infrastructure improvement is Phase I out of 3 in the CRA area and is necessary to accommodate new development in downtown and prevent water line breaks. | ♦ Pre-project meeting with select business stakeholders.  
♦ Pre-project meeting with Downtown Merchants Group.  
♦ Assist Communications and Marketing and outreach company in disseminating information to CRA businesses via press release(s), website, social media, articles, video, and flyers for local businesses, 24 hour hotline, and more.  
♦ Work with Downtown Merchants Group on strategy to help promote their businesses while construction is happening (ex. pay for promotional ads on newspaper, utilize CRA website to spotlight businesses, include businesses on directional signage, and coordinator a possible event after construction). | -CRA  
-CMO  
-Construction Project Manager  
-Communications and Marketing  
-Public Works                                    | Timeline: TBD  
Cost: Sunset on Sample (see priority # 5) and Ads for Merchants (see priority # 4).  
Actual Infrastructure Improvements will be funded by Public Works. | Had meetings with all departments involved. Worked with Communications and Marketing Department and specialized outreach company in researching and drafting an outreach plan.  
C- Completed all action steps listed. Water and Sewer Line Project is almost complete. |

| 3.2. Gateway Hub /Neighborhood Transit Center | The City and CRA can pursue location of the transit center. The MPO has designated funds to contribute to this facility and other transit related infrastructure projects as long as they meet the federal criteria for promoting redevelopment and supporting economic development. The transit center would initially serve local and regional buses including premium limited service (Breeze services). | ♦ The City and CRA will continue to work with Broward County Transit and the Broward Metropolitan Planning Organization to identify and evaluate the transit needs of Downtown.  
♦ The City and CRA will continue to work on plans to identify multi-modal projects within the Downtown that are appropriate and adequate for a Gateway Hub.  
♦ Coordinate with the MPO to understand their requirements and funding sources.  
♦ Initiate a planning study with MPO funds. | -CRA  
-DS (Transportation Planner)  
Other entities: /Transportation/Engineering/Broward County Transit/Broward MPO/ Amera | Timeline: TBD  
Cost: MPO committed $800,000 for planning & design | The Broward MPO has designated the CRA as a Gateway Hub and the City has committed to creating a Neighborhood transit hub as per the Development Order.  
Previously, $6 million was identified in the MPO’s Long Range Planning Transportation Plan (LRTP) to fund projects within the Gateway Hub.  
SP-Recent meeting with the MPO about their available funding to complete a feasibility study. |
### Priority 3. Transportation and Infrastructure – CRA Advisor: Lorna Brown-Burton

<table>
<thead>
<tr>
<th>Project</th>
<th>Overview</th>
<th>Action Steps</th>
<th>Departments Involved</th>
<th>Timeline/Cost</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.3. Sample Road Corridor Coalition</td>
<td>The Broward MPO has completed a study to improve access to the educational facilities amongst four municipalities: Pompano Beach, Margate, Coconut Creek and Coral Springs. The MPO consultant analyzed the various transit services in the area including Broward County Transit (BCT), local community buses and Tri-Rail Shuttles. They also examined how school schedules (primary, secondary and post-secondary) interact with the current transit service to assess the feasibility of transit circulator options to provide greater mobility for area residents to access local jobs and educational opportunities.</td>
<td>✦ The CRA will collaborate with the City in promoting the cooperation of cities along the Sample Road corridor to bring attention to the much needed east-west connection, specifically between the proposed gateway hub at State Road 7 and the proposed gateway hub at University Drive. This coalition aims to improve the transit and transportation corridor that connects the Tri-Rail station in Pompano Beach to Downtown Coral Springs. ✦ Attend MPO meetings with City’s Transportation Planner to get updates on status. ✦ If anything comes out of recommendations, the Coalition will have to work together to identify how the service would be administered and managed. ✦ If issues with proposing a new transit service along the Education Corridor could be worked out, next step would be to bring it to the various Commissions and CRA’s for discussion; at that point, funding from the local jurisdictions will be part of that discussion.</td>
<td>-CRA -DS (Transportation Planner)</td>
<td>Timeline: TBD</td>
<td>In December, 2014, the Broward MPO contracted with HNTB Corporation to perform the Education Corridor Transit Study. The study was completed with recommendations going to the MPO Board on December 10, 2015. Nothing has occurred since that date. Whether we are able to achieve consensus on a course of action and a commitment for funding in 2017 remains to be seen.</td>
</tr>
</tbody>
</table>

Cost: TBD | NP- No updates from Broward MPO |
<table>
<thead>
<tr>
<th>Project</th>
<th>Overview</th>
<th>Action Steps</th>
<th>Departments Involved</th>
<th>Timeline/Cost</th>
<th>Status</th>
</tr>
</thead>
</table>
| **4.1. Downtown Coral Springs Merchants Meetings Pilot Program** | This is an alliance between the CRA and business and property owners located on a section of Downtown Coral Springs (Sample Road between Coral Hills and NW 99th Way). This informal organization has no fees and no board of directors and is dedicated to exchanging ideas, creating marketing alliances, and unifying the owners to communicate with the City under one banner. | ● Set date and time for the quarterly meetings.  
● Create and distribute invitations.  
● Draft agenda and run the meetings.  
● Contact speakers on topics of interest.  
● Concentrate in topics related to cooperative marketing alliances (newspaper ads, page on CRA website, Facebook page, and events) and physical improvements to the area (see next project). | -CRA  
-EDO  
-Other Departments will participate depending on the meeting topic  
Other entities: Chamber of Commerce | Timeline: Have four meetings per year (tentative months are September, December, March, and June)  
Cost: approximately $4,400 (Marketing alliance and meetings) | Had the first Merchants Meeting in June 2015. The meeting was well attended and the Merchants were on board with the format that was proposed. Currently, the CRA Coordinator is the convener and coordinator for this group. Future leadership to be determined. |
| **4.2. "Physical Improvements to West Sample Road and Alleyway Safety** | West Sample Road is a County roadway and one of the main retail corridors in the City for small, local businesses; however, it lacks visual interest and it is not ideal for walking. Even though the City doesn't have control over the roadway, they own the master parking area along the front of the commercial center and the alleyway in the back. | ● Approach Broward County again about Complete Streets.  
● Discuss with Merchants Group regarding other improvement options to increase walkability and improve appearance of the area.  
● Work with the City’s Traffic Management Team and the Merchants Group to address safety concerns in the alleyway.  
● Depending on property/business owners input, hire consultants and professional/design services for the West Sample plan. | -CRA  
-CMO  
-DS  
--Construction Project Manager  
-Traffic Management Team (Fire, PD, DS, PW, Transportation Planner) | Timeline: N/A  
Cost: N/A | City has approached County in the past to discuss complete streets but County was not interested. Started the conversation with Merchants group and they brought up improvement ideas, such as parking garages in the back and better utilizing the master parking for sidewalks. Met with the Traffic Management Team to start discussions about alleyway security concerns. |

SP- See project 7.3.
## Priority 5. Downtown Marketing and Events – CRA Advisor: Elissa Harvey

<table>
<thead>
<tr>
<th>Project</th>
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</table>
| 5.1. **Interactive Sign** | The ArtWalk is a great place for the public to view public art. In addition to viewing public art, it would be great to have an interactive sign in the CRA that enables people to physically engage with a fun and positive icon. The interactive sign will be used as a branding tool for Downtown Coral Springs and will attract more people to downtown. | - Research the feasibility and cost of different types of interactive signs for the Downtown.  
- Determine where the sign should be located within the CRA (movable or none movable); type of material, design, and size.  
- Discuss with board different options.  
- Research cost of maintenance.  
- Decide if CRA will develop the exact idea for the RFP or leave it open for people to submit a variety of ideas.  
- Draft an RFP. | -CRA  
-CM  
-DS | Timeline: TBD  
Cost: Approximately $50,000 - $70,000 will be available from FY 2016 remaining funds that will be allocated to this project. | Started researching interactive signage options such as the 3D Toronto Sign and had meetings to brainstorm ideas. |
| 5.2. **Downtown Identity & Environmental Communications Program** | In December 2002, Selbert Perkins Design prepared a communications master plan outlining a branded identity and communications program encompassing environmental, print, electronic, merchandise communications, furniture, and amenities that are distinctive and evocative of the unique character of Downtown Coral Springs. | - Look at the current cost and feasibility of implementing one of the items listed on the Phase 1 of the program under the environment category.  
- First item to research is the banner program for the entire CRA  
  - Start by working with Communications and Marketing to add downtown logo banners (within their existing banners budget) to existing green pols.  
- Started researching interactive signage options such as the 3D Toronto Sign and had meetings to brainstorm ideas. | -CRA  
-DS  
-Construction Project Manager  
-PW  
-Communications and Marketing | Timeline: TBD  
Cost: For FY 2017, work with Communications and Marketing to add simple banners to existing polls. Will further research feasibility and cost of adding banners to entire CRA area. | C- Completed all action steps. Currently, drafting the agreement with selected artist. |

### Breakdown of Costs:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Design Fee</th>
<th>Fabrication &amp; Installation Fee</th>
<th>Total Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental signage</td>
<td>100</td>
<td>$750 - $1,000</td>
<td>$8,000 - $22,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Trailblazer</td>
<td>12</td>
<td>$2,000 - $3,500</td>
<td>$4,000 - $6,000</td>
<td>$7,500</td>
</tr>
<tr>
<td>Banner program</td>
<td>60</td>
<td>$1,000 - $3,500</td>
<td>$6,000 - $14,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Regulatory signs</td>
<td>150</td>
<td>$750 - $2,000</td>
<td>$75,000 - $230,000</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

- The logo and brand proposed in the study are being utilized in the CRA website, business cards, letterhead, event banners, printed material, and giveaways. However, none of the environment components of the plan (street identity, trailblazer, banner program) have been implemented (with the exception of banners at the ArtWalk).  
- SP- Conducted some research on cost of directional signage. Purchased a booth and table cover with downtown logo to utilize at events.
### Priority 5. Downtown Marketing and Events – CRA Advisor: Elissa Harvey

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<td><strong>5.3. Promote the CRA at Community Events and Research New Event Options</strong></td>
<td>Since 2011, the CRA has been sponsoring the Coral Springs Festival of the Arts event, one of the most well attended events in Coral Springs. In addition, the CRA assists with producing the six Downtown Coral Springs events and has a booth in select events to educate, inform and promote the CRA/Downtown redevelopment efforts to the Community's residents and businesses. Furthermore, the CRA would like to have an innovative and unique event in downtown to connect artists, entrepreneurs, and innovators with the resources they need.</td>
<td>♦ Sponsor and populate the CRA booth at the Festival of the Arts.&lt;br&gt;  ♦ Sponsor, help plan, and man the booth at a Downtown event (Sunset on Sample and/or Savor the Notes).&lt;br&gt;  ♦ In addition to sponsored events, assist City in promoting other Downtown events.&lt;br&gt;  ♦ Create informational material, banners, and giveaways to promote CRA/Downtown projects at the events.&lt;br&gt;  ♦ Coordinate with Downtown businesses to obtain parking authorization for events.&lt;br&gt;  ♦ Continue researching the cost and feasibility of having a crowdfunding event similar to “One Spark” in Downtown Coral Springs (possible event name “Spring Board”) where innovative ideas would be displayed in venues, such as restaurants, stores, and public facilities, along Downtown.</td>
<td>-CRA&lt;br&gt;-EDO&lt;br&gt;-CM&lt;br&gt;-Parks and Recreation&lt;br&gt;-PD</td>
<td>Timeline: Ongoing&lt;br&gt;Cost: Festival of the Arts: $2,500&lt;br&gt;Downtown Event: $4,500&lt;br&gt;New Event: Cost of an event similar to One Spark will be determined after completion of Feasibility Assessment, which costs $7,500 (possibly to be completed prior to end of FY 2016).</td>
<td>Planning for FY 2017 events start in October. New Event: Had many conference calls with one of the founders of One Spark, Elton Rivas. Mr. Rivas left One Spark but still owns Crowdly, a technology that is needed for crowdfunding events. He is interested in working with the CRA and the City in developing a plan for a crowdfunding festival in Coral Springs. Rivas proposed a feasibility assessment that will include a research summary, management plan, timeline &amp; roadmap, and budget recommendation. ORM- Completed all action steps with exception of funding artwalk event.</td>
</tr>
<tr>
<td><strong>5.4. Partnership with Economic Development Office and Chamber of Commerce</strong></td>
<td>Over the last year the strength between the CRA, EDO and Chamber partnership grew. We've been communicating and sharing ideas on a regular basis and working closely in efforts to attract and retain businesses in the City.</td>
<td>♦ Work with Chamber of Commerce and the EDO in a Business Retention program – members of all three Boards will visit businesses that need resources and information.&lt;br&gt;  ♦ Assist Chamber in promoting the NEXT – a group of young professionals that meet in Downtown Coral Springs and surrounding area to network and learn about a variety of topics.&lt;br&gt;  ♦ Work closely with EDO in attracting new businesses to the CRA by promoting Downtown Coral Springs at Conferences and Summits, attending meetings, and creating promotional materials.</td>
<td>-CRA&lt;br&gt;-EDO&lt;br&gt;-CM&lt;br&gt;Other entities: Chamber of Commerce</td>
<td>Timeline: Ongoing&lt;br&gt;Cost: TBD</td>
<td>The CRA, EDO and Chamber Boards had the first meeting to discuss the Business Retention Program. NEXT already had two successful events that brought more than 50 young professionals at each event together. EDO and/or CRA attended ULI Summit, NAIOP Event, FRA Courses, ICSC and FEDC Conferences. ORM- Ongoing</td>
</tr>
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## Priority 6. Emphasize Cultural and Educational Opportunities – CRA Advisor: William Vasquez

<table>
<thead>
<tr>
<th>Project</th>
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</table>
| 6.1. *Develop a Cultural Resource Plan* | Cultural uses complement downtowns and add life and character to places. There are many examples of downtowns that have invested in arts and culture as a catalyst for redevelopment. The Master Plan recommends that the CRA supports additional cultural uses in the downtown and, perhaps, in partnership with the Northwest Regional Library and the City. | ✦ Further research feasibility of having a project similar to Brooklyn Brainery in Coral Springs – this program hosts casual inexpensive classes that last between one and two weeks for curious adults about all sorts of things: from physics to Australian desserts, from HTML to shorthand and just about everything.  
✦ Meet with the library to discuss possible partnership in a cultural program similar to Brooklyn Brainery or discuss other ideas. | -CRA  
-EDO  
Other entities: Library | Timeline: TBD  
Cost: TBD | Conducted preliminary research of Brooklyn Brainery program.  
NP- No significant progress |
| 6.2. Partnership with Broward College Coral Springs Academic Center | The Broward College Coral Springs Academic Center is located in the Village Square shopping center in Downtown. The CRA and City entered into an ILA with Broward College which resulted in the first term of classes taking place in October of 2012. | ✦ Develop strategy to recruit a University to partner with Broward College to expand into a permanent location in one of the new developments in Downtown.  
✦ Work with Broward College to create and generate curriculums tied to the local workforce talent and development needs as well training for targeted Industries for business attraction and retention.  
✦ Continue assisting Broward College with promoting Open Houses to attract more students to the Coral Springs location. | -CRA  
-EDO | Timeline: TBD  
Cost: TBD | Started discussions with Broward college regarding partnership with another University.  
SP- Assisted Broward College with Open House. Broward College decided to close its Coral Springs Campus. |
| 6.3. Reduce Vacant Office Space | Despite the strong concentration of professional related employers in the CRA area, demand for new office and new users is weak because the data shows a surplus of vacant space. This is directly attributed to high vacancy rates in the Financial Plaza building and the medical office buildings. | ✦ Contact owners of vacant office spaces in the CRA area to see if CRA can work with them in using the empty space to meet the needs of younger demographic.  
✦ Work with owners to create an affordable rent program for young professionals and CRA would help market the program.  
✦ If property owners are interested in program, develop a strategy to target young entrepreneurs and college graduates who grew up in Coral Springs to fill available space. | -CRA  
-EDO | Timeline: TBD  
Cost: TBD | N/A  
SP- Did a lot of research on the Pop Shops but no significant progress was made. |
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<tr>
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| **7.1. Secure Alternate Funding Sources for Projects** | Working with City’s Grant Writer to locate and acquire alternate funding sources, including grant opportunities can aid in the implementation of projects and programs. Examples of funding sources include: CDBG, Transit Grants, EDA, HUD, Brownfield Remediation, Cultural Grants, and more. | - Identify an existing or potential shortfall.  
- Focus grants research on finding sources of funding for programs or projects in the Master Plan.  
- Work with City Grant Writer on research and to complete application process.  
- Be open to undertaking new programs or projects if come across a good source of funds. | CRA Community Development Grant Writer (Budget Department) | Timeline: TBD  
Cost: N/A | N/A  
NP- No significant progress was made. |

| **7.2. Façade Grant Program (CDBG Funding)** | This program focuses on assisting small businesses along Sample and Wiles Roads to provide matching federal funds to specifically update the businesses frontage including updates to exterior lighting and signage. | - Setup presentation for next Merchants Meeting on requirements to obtain Façade Grant funds.  
- Prepare RFP and have business owners submit for projects to receive the funding.  
- Assist Downtown Merchants Group with application process. (remaining funds $110,970) | CRA Community Development Grant Writer (Budget Department)  
Communications and Marketing | Timeline: Discuss program at September meeting and open RFP soon after  
Cost: $110,970 (remaining Federal Funds from FY 14/15 projects will be allotted to 2017 projects) | Briefly discussed program with Downtown Merchants Group and they wanted to learn more about program.  
C- Did the presentation at a Merchants Meeting and some CRA Businesses applied for the program but the Committee selected business outside of the CRA to award the grant. |
# Priority 7. Incentives Programs – CRA Advisor: Allan Koch

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<tr>
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| 7.3. *Develop a CRA Matching Grant to Assist Businesses* | There are many types of incentives or loan programs that the CRA can create to assist businesses and improve the CRA area at the same time. Some examples include incentives for job creation, façade improvements, relocation for new business, infrastructure improvement, new development or building expansion, interior building, and other incentive approved by CRA. | - Research different options and best practices for a CRA Grant Program that logically extends to the implementation of projects or programs that have been addressed in the CRA Master Plan.  
- Talk to Downtown Merchants Group and other CRA Businesses to identify and establish priorities – one idea would be an Alleyway Lighting Matching Grant to assist with the security concerns in the Alleyway.  
- Another option is to revisit the Pedestrian Front Walkway Matching Grant Improvements idea and talk to property owners (Corner Stone Project, La Quinta, Belle Terre Office Condominiums) about their interest in applying for the grant.  
- Based on research and input, establish criteria for creating incentives consistent with master plan and community goals. | CRA Community Development Grant Writer (Budget Department) Communications and Marketing | Timeline: TBD  
Cost: Approx. $30,000 - $50,000 | N/A  
OSP- After meeting with the Merchants, many had showed interest improvements to alleyway safety. After drafting an entire plan to have an Alleyway Lighting Matching, many business owners were not interested in funding half of the cost of the lighting.  
Currently in the process of redesigning the matching grant to make it more attractive to business owners and simplifying the process.
AGREEMENT

FOR EVENT MANAGEMENT SERVICES BETWEEN

CITY OF CORAL SPRINGS

AND

CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY

AND

CROWDLY, LLC

THIS AGREEMENT is made and entered into this ____ day of June, 2017 (the “Effective Date”), by and between:

CITY OF CORAL SPRINGS, FLORIDA, a Florida municipal corporation, having as its principal address 9551 W. Sample Road, Coral Springs, Florida 33065 (hereinafter referred to as the “City”)

and

CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic pursuant to Part III, Chapter 163, Florida Statutes, having as its principal address 9551 W. Sample Road, Coral Springs, Florida 33065 (hereinafter referred to as the "CRA")

and

CROWDLY, LLC, a Florida limited liability company, having as its principal business address 500 E Kennedy Blvd. Suite 300, Tampa, Florida 33602 (hereinafter referred to as “Crowdly”).

RECITALS

WHEREAS, Crowdly submitted a proposal to the CRA to perform certain services to the CRA; the CRA determined to accept the proposal pursuant to Section 2-305.1.(4), Code of the City of Coral Springs, which provides for an exemption for contractual services from the competitive procurement requirements of the Code for services involving special skill, training or expertise which are in their nature unique, original or creative; and

WHEREAS, the CRA and Crowdly entered into an initial Agreement dated August 23, 2016, for the development of a feasibility assessment and event roadmap for conducting a crowdfunding event in the jurisdictional area of the CRA; and
WHEREAS, as a result of the work performed by Crowdly pursuant to the above referenced initial Agreement, the City and CRA now desire to engage further services of Crowdly to assist with obtaining sponsorships, providing the Crowdly crowdfunding technology (“Crowdly Platform”), and coordinating and managing a crowdfunding festival known as “Project Springboard” in the second quarter of FY 2018 in downtown Coral Springs, Florida (the “Event”).

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SERVICES. The services to be provided by Crowdly (“Services”) are those as more particularly described in this Agreement and in Exhibit A, attached hereto and incorporated herein, which sets forth the Statement of Work for the Event.

SECTION 3. TIME OF PERFORMANCE AND DELIVERABLES. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Section 11 hereof. The Services to be performed by Crowdly shall be performed in accordance with the terms of this Agreement and the requirements included in Exhibit B, attached hereto and incorporated herein, which provides for certain services to be performed (“Task(s)”) and deliverable items to be provided (“Crowdly Deliverables”) in connection with the time for performance of each Task (“Deliverable Date”). Crowdly’s compliance with the Tasks, Crowdly Deliverables, and Deliverable Dates identified in the attached Exhibit B shall be determined in the reasonable discretion of the City and CRA.

SECTION 4. COMPENSATION. The City and CRA agree to compensate Crowdly a total fee of SIXTY-FIVE THOUSAND ($65,000.00) DOLLARS for the Services pursuant to this Agreement pursuant to the Disbursement Schedule set forth in Section 5 hereof. Additionally, the City and the CRA agree to pay Crowdly an amount representing twenty (20%) percent of all sponsorship dollars (“Sponsorship Percentage”) raised in excess of the initial Event Budget of One Hundred Forty-Five Thousand ($145,000) Dollars consisting of Twenty Thousand ($20,000.00) Dollars contributed by the City; Forty-Five Thousand ($45,000.00) Dollars contributed by the CRA and Eighty Thousand ($80,000.00) Dollars expected to be contributed by other sponsors (“Sponsorship Dollars”). The proposed Budget including projected income and expenses is provided in Exhibit C, attached hereto and incorporated herein.

Sponsorship Dollars collected by Crowdly shall be paid by check made out to the CRA. During the progress of this Agreement, Crowdly may submit to the CRA invoices for reimbursement to be paid from Sponsorship Dollars paid to the CRA for expenditures as provided in the Budget attached as Exhibit C not to exceed the amount of $80,000.00. Crowdly shall invoice the CRA for the Sponsorship Percentage on a monthly basis. Payment shall be made by the CRA within fourteen (14) days of receipt of each invoice submitted in accordance with the terms of this Section 4. As a prerequisite any such payments under this Section 4, Crowdly will provide to the City and CRA a monthly report showing revenues and expenses for the preceding month.
SECTION 5. DISBURSEMENT SCHEDULE. The City and CRA will disburse payment to Crowdly at the address set forth above pursuant to the following schedule:

A. First Disbursement. The City shall pay Ten Thousand ($10,000.00) Dollars and the CRA shall pay Ten Thousand ($10,000.00) to Crowdly within fourteen (14) days of the Effective Date of this Agreement.

B. Second Disbursement. The CRA shall pay Twenty-Five Thousand ($25,000.00) Dollars to Crowdly on or before October 15, 2017. The payment will only be disbursed if Crowdly demonstrates proof, through payment or official commitment letters in a form acceptable to the City and CRA, that it has raised at least $25,000.00 in Sponsorship Dollars as of the date of the Second Disbursement. In the event Crowdly is unable to demonstrate such payment or commitment, the parties hereto agree to attempt to negotiate an amendment to this Agreement for the providing of an Event as described in this Agreement based upon a revised budget and scope of work for “Project Springboard”.

C. Third Disbursement. The City shall pay Ten Thousand ($10,000.00) Dollars and the CRA shall pay Ten Thousand ($10,000.00) to Crowdly as final payment upon the conclusion of the Event.

The foregoing disbursements shall be paid to Crowdly only upon the performance of the Tasks and Crowdly Deliverables in accordance with the Deliverable Dates established in Exhibit B attached hereto to the reasonable satisfaction of the City and the CRA.

SECTION 6. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Crowdly is an independent contractor under this Agreement and not the City’s or CRA’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers’ Compensation Act, and the State unemployment insurance law. Crowdly shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Crowdly, which policies shall not conflict with the City, CRA, or other government policies, rules or regulations relating to the use of Crowdly’s funds provided for herein. Crowdly agrees that it is a separate and independent enterprise from the City and CRA, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Crowdly and the City and CRA and the City and CRA will not be liable for any obligation incurred by Crowdly, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 7. INTELLECTUAL PROPERTY RIGHTS. Crowdly is the owner of all right, title and interest in the Crowdly Platform and the Crowdly, LLC name, logo and all materials produced by Crowdly, including, without limitation, all copyrights, trademarks and service marks (collectively “Crowdly Marks”) and all of the good will therein. The City and CRA acknowledge and agree that all Crowdly Marks and the Crowdly Platform are the sole property of Crowdly and that they may not use, or permit the use of, any Crowdly Marks or the Crowdly Platform, in connections with the Event, without the
prior express written consent of Crowdly, including the content of any press releases about the Event. Permission by Crowdly to use the Crowdly Marks or the Crowdly Platform does not confer any ownership rights to the City or CRA.

SECTION 8. INDEMNIFICATION.

A. Crowdly shall indemnify, defend, and save harmless the City and CRA, their officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Crowdly, its agents, servants, or employees in the performance of services under this Agreement.

B. Crowdly shall indemnify, defend, and save harmless the City and CRA, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney’s and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of Crowdly, its agents, servants or employees arising from this Agreement or its performance of services under this Agreement. Crowdly and the City and CRA hereby agree and covenant that Crowdly has incorporated into the contract sum payable by the City and CRA to Crowdly, specific additional consideration in the amount of ten dollars ($10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than $1 million per occurrence or no more than the limits of insurance required of Crowdly by the Agreement, whichever is greater. It is the City’s, CRA’s and Crowdly’s full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statute.

C. The execution of this Agreement by Crowdly shall obligate Crowdly to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 12 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of Crowdly to indemnify the City and CRA is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the City, the CRA or Crowdly.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 9. ENFORCEMENT. A default by any party under this Agreement shall entitle the other parties to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 10. RECOVERY OF COSTS AND FEES. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.
SECTION 11. TERM AND TERMINATION.

A. This Agreement shall commence upon the Effective Date and shall automatically terminate ten (10) days after the date of the Event, unless terminated earlier as provided herein.

B. The City or CRA may terminate the Agreement at any time for convenience upon giving thirty (30) days prior written notice to the Crowdly in accordance with Section 15 of this Agreement. If this Agreement is terminated by the City or CRA prior to the Second Disbursement as provided in Section 5 of this Agreement, Crowdly shall be entitled to reimbursement of all reasonable expenses incurred through the effective date of the termination, but Crowdly shall make reasonable efforts to cease all work and cease incurring expenses upon receipt of notice of termination. Crowdly may only terminate the Agreement upon failure of the City or CRA to make timely payment to Crowdly as provided in Section 5 of this Agreement. Prior to any such termination by Crowdly, Crowdly shall give notice to the City or CRA of the reason for such notice of termination and the City or CRA shall have five (5) days to cure such failure to pay.

SECTION 12. INSURANCE.

A. Crowdly shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which, must include the following coverages and minimum limits of liability.

(i) Professional Liability Insurance in an amount not less than $1,000,000.

(ii) Worker’s Compensation Insurance for statutory obligations imposed by Worker’s Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman’s and Harbor Worker’s Act, the Federal Employers’ Liability Act and the Jones Act. Employer’s Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars ($100,000.00) per accident. Crowdly shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(iii) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Crowdly in the performance of the Services with the following minimum limits of liability:

$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:
1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

B. Prior to any work being performed pursuant to this Agreement, Crowdly shall submit to the City and CRA copies of its required insurance coverages, specifically providing that the City and CRA (defined to mean the City, CRA, their officers, agents, employees, volunteers, and representatives) are additional insureds with respect to the required coverages and the operations of Crowdly.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Crowdly shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. The City, CRA and Crowdly shall not continue with the services required by this Agreement unless all required insurance remains in full force and effect.

D. The City and CRA do not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Crowdly’s interest or liabilities, but are merely minimum requirements utilized by the City and CRA.

E. Insurance companies selected by Crowdly must be acceptable to the City and CRA. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City and CRA by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best’s Insurance Guide.

G. All required insurance policies shall preclude any underwriter’s rights of recovery or subrogation against the City or CRA with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Crowdly understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the City and CRA for payment or assessments in any form on any policy of insurance.

SECTION 13. EXCLUSIVITY. Crowdly agrees that during the term of this Agreement and for one (1) year following termination of the Agreement, it will not provide substantially similar Services to any other local governmental entity within one hundred (100) miles of the geographical center of the City.
SECTION 14. EXAMINATION OF RECORDS. Crowdly shall maintain books, records, documents and other evidences directly pertinent to performance of Services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, as of the date of execution of this Agreement. The City and CRA shall have access to such books, records, documents, and other evidence pertinent to Crowdly’s performance of Services under this Agreement for inspection, audit, and copying during normal business hours. Such books and records shall be kept for a period of not less than three (3) years after the completion of all Services to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CRA of any fees or expenses based upon such entries. Crowdly will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City and CRA.

SECTION 15. NOTICES. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent to the address(es) below via Certified U.S. Mail, Return Receipt Requested or by a nationally recognized overnight courier service:

CITY: The Honorable Skip Campbell
Mayor of the City of Coral Springs
9551 W. Sample Road
Coral Springs, Florida 33065

With copy to: City Attorney
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Attention: John Hearn, Esq.

CRA: City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

With copy to: CRA Legal Counsel
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Susan F. Delegal, Esq.

CONTRACTOR: CROWDLY, LLC
Crowdly C/O Ned Pope
500 E Kennedy Blvd. Suite 300
Tampa, Florida 33602
Attention: Elton Rivas
SECTION 16. PUBLIC RECORDS.

A. Crowdly shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the City and CRA to perform the Services or work set forth in this Agreement; and

2. Upon the request of the City’s or CRA’s custodian of public records, provide the City and CRA 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 Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that 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 Agreement if Crowdly does not transfer the records to the City and CRA; and

4. Upon completion of the Agreement, transfer, at no cost to the City or CRA, all public records in possession of Crowdly or keep and maintain public records required by the City or CRA to perform the service or work provided for in this Agreement. If Crowdly transfers all public records to the City or CRA upon completion of the Agreement, Crowdly shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Crowdly keeps and maintains public records upon completion of the Agreement, Crowdly shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City and CRA, upon request from the City and CRA’s custodian of public records, in a format that is compatible with the information technology systems of the City and CRA.

B. Crowdly acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the City and CRA pursuant to Section 119.0701(3), Florida Statutes. If notified by the City or CRA of a public records request for records not in the possession of the City or CRA but in possession of Crowdly, Crowdly shall provide such records to the City or CRA or allow the records to be inspected or copied within a reasonable time. Crowdly acknowledges that should Crowdly fail to provide the public records to the CRA within a reasonable time, Crowdly may be subject to penalties pursuant to Section 119.10, Florida Statutes.
C. IF CROWDLY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CROWDLY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CROWDLY MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AND CRA AT:

CITY CLERK
CITY OF CORAL SPRINGS
9551 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065
TELEPHONE: (954) 344-1065
EMAIL: clerks@coralsprings.org

SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the City or CRA than against Crowdly. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the City or CRA, whose decision shall be final and binding upon all parties.

SECTION 18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 19. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by all of the parties hereto.

SECTION 20. ASSIGNMENT. The City, the CRA and Crowdly may not assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 21. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 22. CONFLICTS. In the event of a conflict between any provision(s) of this Agreement and the terms and conditions of Exhibits A, B, or C, then the terms and conditions of this Agreement shall control.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.
CITY OF CORAL SPRINGS,
by and through its City Commission

By: __________________________
    WALTER G. CAMPBELL, JR., Mayor

ATTEST:

______________________________
DEBRA THOMAS, CMC City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: __________________________
    JOHN J. HEARN, City Attorney

CORA L SPRINGS COMMUNITY
REDEVELOPMENT AGENCY

Approved as to form
and legal sufficiency

______________________________
Susan F. Delegal
CRA Board Attorney

WITNESSES:

______________________________
[PRINT NAME OF WITNESS]

______________________________
[PRINT NAME OF WITNESS]
EXHIBIT A

STATEMENT OF WORK

The following line-items will be the responsibility of Crowdly and their team in relation to conducting the Event

Community Outreach
- Coordinate the community stakeholder committee that will drive recommendations for the structure and promotion of the festival
- Promote to the arts, entrepreneurial, and nonprofit communities in the South Florida region for creator recruitment in collaboration with the City
- Establish relationships with community partners who will assist in event promotion
- Recruit local dignitaries and community leaders as speakers panelists

Sponsors
- Manage the sponsorship acquisition and overall fundraising activities as outlined in the budget guidelines
- Develop all sponsorship materials for the festival in collaboration with the City
- Coordinate the outreach campaign to potential sponsors and conduct meetings with interested parties with support from the City
- Manage all sponsorship fulfillment activities, pre-festival, during the festival, and post-festival

Promotion
- Engage in PR and promotion campaign with the support of the City
- Develop theme and promotional materials for the festival in collaboration with the City
- Pursue earned media opportunities within the South Florida region

Event Plan and Management
- Manage all boots-on-the-ground staff/contractors activities
- Manage all event vendors
- Organize presentations and all logistics relating to creator showcases
- Organize Signage and Positioning
- Manage all Multimedia for the festival including photographers, videographers etc.

Technology
- Provide the Crowdly Platform for the Event
- Create an event website
## EXHIBIT B

### TIMELINE FOR PROJECT SPRINGBOARD 2018

<table>
<thead>
<tr>
<th>Task(s)</th>
<th>Crowdly Deliverables</th>
<th>Deliverable Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Review and Revisions</td>
<td>Provide draft contract, statement of work and other attachments.</td>
<td>Feb – Jun 2017</td>
</tr>
<tr>
<td>Form Event Committee</td>
<td>Recruit members for the committee and prepare meeting agendas.</td>
<td>July - Aug 2017</td>
</tr>
<tr>
<td>Brand Selection/Naming</td>
<td>Hire company to design event logo</td>
<td>July 2017</td>
</tr>
<tr>
<td>Sponsorship &amp; Fundraising</td>
<td>Create sponsorship packages and materials and contact and meet with potential sponsors.</td>
<td>July 2017 – Mar 2018 (ongoing)</td>
</tr>
<tr>
<td>Creator Pre-registration</td>
<td>Prior to the opening of pre-registration, create event website. Meet with potential creators (meet-ups, incubators, entrepreneurship events and more).</td>
<td>Oct - Nov 2017</td>
</tr>
<tr>
<td>Creator Registration &amp; Selection</td>
<td>Continue promoting pushing for creators to register and coordinate the creator selection process.</td>
<td>Nov 2017 – Mar 2018</td>
</tr>
<tr>
<td>Volunteer Recruitment &amp; Training</td>
<td>Coordinate and train event staff and volunteers.</td>
<td>Feb – Apr 2018</td>
</tr>
<tr>
<td>Attendee Registration Marketing</td>
<td>Contact media and other marketing avenues to promote event.</td>
<td>Feb – Apr 2018</td>
</tr>
<tr>
<td>Crowdfunding Event</td>
<td>Coordinate and manage the event.</td>
<td>April 2018</td>
</tr>
</tbody>
</table>

Note: The dates can change with the City and CRA approval.
EXHIBIT C

BUDGET: INCOME AND EXPENSES

<table>
<thead>
<tr>
<th>Core Event Expenses</th>
<th>Amount - Basic Event</th>
<th>Amount - Full Event</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crowdy Management Team</td>
<td>$20,000</td>
<td>$20,000</td>
<td>This represents the full management team working on behalf of the City to implement a successful Crowdfunding festival in Coral Springs. This event covers the efforts for the 4-6 person team for the 10 month period leading up to the event and through the event's conclusion. This team's responsibilities include creator recruitment, application vetting and selection, stakeholder committee recruiting and management, earned media and marketing management, event logistics and coordination, sponsorship fundraising, community relations, and overall event direction.</td>
</tr>
<tr>
<td>Legal, Accounting, Professional Services</td>
<td>$4,000</td>
<td>$4,000</td>
<td>Standard costs related to legal, accounting, and other professional services consistent with government accounting and transparency requirements.</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>$1,500</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$3,000</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td>Travel*</td>
<td>$500</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>Marketing and Communications*</td>
<td>$6,000</td>
<td>$22,000</td>
<td>This covers the development of a brand, logo, website, and promotional materials for the festival. If outside fundraising goals are met this will be a more active retainer in terms of creating a buzz and sourcing earned media opportunities as well as paid advertising. This line item also includes signage.</td>
</tr>
<tr>
<td>Crowdy App Development / Tech</td>
<td>$8,000</td>
<td>$8,000</td>
<td>Development of the Crowdy geo-location crowdfunding mobile application that will be the centerpiece of the festival. The app will be customized to match the branding and layout of the Springboard Festival.</td>
</tr>
<tr>
<td>Event Infrastructure*</td>
<td>$7,000</td>
<td>$13,000</td>
<td>Equipment: Stage/sound, tents/bistros, tables/chairs, line dividers, partitions, restroom trailers, City Staffing, PW, fleet, parks, C &amp; M, Other: cones/barricades, host liquor, ice, parking assistance, and event Wi-Fi.</td>
</tr>
<tr>
<td>Event Production*</td>
<td>$0</td>
<td>$20,000</td>
<td>This will provide for entertainment on the main stage throughout the entire duration of the festival.</td>
</tr>
<tr>
<td>Police and Security*</td>
<td>$6,000</td>
<td>$8,000</td>
<td></td>
</tr>
<tr>
<td>Creator Education*</td>
<td>$500</td>
<td>$2,000</td>
<td>This item covers the cost of venues/coffee &amp; refreshments for small group creator education sessions. If outside fundraising goals are met we will have larger venues that are able to accommodate more stakeholders for the education sessions.</td>
</tr>
<tr>
<td>Food and Beverage*</td>
<td>$0</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Keynote Speaker*</td>
<td>$500</td>
<td>$3,000</td>
<td>This will cover the cost of a nationally/ globally renowned speaker for the Friday night event.</td>
</tr>
<tr>
<td>Entertainment (Music Headliner)*</td>
<td>$0</td>
<td>$3,000</td>
<td>This will cover the cost of a popular regional musician to headline the Saturday evening event on the</td>
</tr>
<tr>
<td>Merchandise*</td>
<td>$0</td>
<td>$2,000</td>
<td>If outside fundraising goals are met we will produce merchandise to be sold at the event as an earned revenue source for the following year's event.</td>
</tr>
<tr>
<td>Misc. Fund*</td>
<td>$0</td>
<td>$3,500</td>
<td></td>
</tr>
<tr>
<td>Creator Matching Fund*</td>
<td>$0</td>
<td>$20,000</td>
<td>This fund will be used to match all contributions to creators made at the festival up to the amount listed.</td>
</tr>
<tr>
<td>Total Event Cost</td>
<td>$65,000</td>
<td>$145,000</td>
<td></td>
</tr>
</tbody>
</table>

*If outside fundraising goals are met these items will be added to the event, or justifiably increased to scale the event in size, capacity, and impact.
**EXHIBIT C**  
**BUDGET: INCOME AND EXPENSES**

<table>
<thead>
<tr>
<th>Core Event Revenues</th>
<th>City of Coral Springs</th>
<th>Community Redevelopment Agency</th>
<th>Sponsors and Other Revenue</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1\textsuperscript{st} Disbursement</td>
<td>$10,000</td>
<td>$10,000</td>
<td></td>
<td>Within 14 days of the effective day of the agreement</td>
</tr>
<tr>
<td>2\textsuperscript{nd} Disbursement</td>
<td>$0</td>
<td>$26,000</td>
<td></td>
<td>On or before Oct. 15, 2017 - The payment will only be disbursed if Crowdfly demonstrates proof, through payment or official commitment letters in a form acceptable to the City and CRA, that it has raised at least $25,000.00 in Sponsorship Dollars as of the date of the Second Disbursement.</td>
</tr>
<tr>
<td>3\textsuperscript{rd} Disbursement</td>
<td>$10,000</td>
<td>$10,000</td>
<td></td>
<td>Upon the conclusion of the Event</td>
</tr>
<tr>
<td>Total</td>
<td>$20,000</td>
<td>$45,000</td>
<td>$80,000</td>
<td>$145,000</td>
</tr>
</tbody>
</table>

In addition to the $65,000 provided by the City and CRA, the City could, but is under no obligation, provide additional in-kind services.

Note: Any changes to line items above $500 must be authorized by City and the CRA. The City and CRA revenues cannot be used to pay for creator cash awards. If more than $50,000 is raised from other sponsors, 20% commission goes to Crowdfly and the remaining will be used at the discretion of the City and the CRA.
DOWNTOWN CORAL SPRINGS FLORIDA
EVERYTHING UNDER THE SUN
"CITY HALL" SIGN

LED HALO LIT CAST ALUMINUM LETTER
FONT: ARRAL BOLD SIZE: 36" (9)

REVERSE ILLUMINATED CHANNEL LETTER WITH 1/8" ALUMINUM AND 1/8" ALUMINUM RETURN LETTER INTERIOR PAINTED WHITE FOR REFLECTIVITY

3/16" X 3/4" TAPPING SCREWS AND SPACERS

3/16" COLD LEAD BACKS

POWER CONNECTION FOR LED LIGHT

NORTH ELEVATION

DETAIL
EXTERIOR DIRECTIONAL AND INFORMATION

PLAN

CITY OF CORAL SPRINGS MUNICIPAL COMPLEX

MUNICIPAL GARAGE
PUBLIC WORKS
CITY HALL

AXONOMETRIC

ELEVATION 1

ELEVATION 2

SECTION A-A

FROSTED TEMPERED GLASS
CLEAR TEMPERED GLASS
STAINLESS STEEL "C" CHANNEL
STAINLESS STEEL BASE

3'-6"