BOARD OF DIRECTORS MEETING
Monday, February 26, 2018 at 6:30 p.m.
City Hall, Everglades Conference Room
9500 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. Approval of Meeting Summary – J. Walsh, Chairman
   – August 28, 2017
   – September 25, 2017

VI. Agreement for the Design of Downtown Coral Springs Wayfinding Signage Between the CRA and Axia Creative, Inc. – D. Lima, CRA Administrator
   (Request to Approve)

VII. Next Steps Springboard Crowdfunding Event – D. Lima, CRA Administrator

VIII. CRA Update
   - Public Art – J. Hickey, Assistant Director of Development Services
   - Free Wi-Fi in Downtown – D. Lima, CRA Administrator
   - Coral Springs City Center Project – D. Lima, CRA Administrator
   - Downtown Merchants Meeting – D. Lima, CRA Administrator

IX. Other Business – J. Walsh, Chairman

X. Adjournment – J. Walsh, Chairman

Note: Next CRA Board meeting Monday, March 26, 2018

Attachment(s) to February 26, 2018 Agenda:
-V. Meeting Summaries: August 28, 2017 and September 25, 2017
-VI. Agreement for the Design of Downtown Wayfinding Signage with Axia Creative
-VIII. Downtown Merchants Meeting – DRAFT Invitation
Board Chair John Walsh called the meeting to order at 6:30 p.m. The meeting was held in the West Wing Conference Room, City Hall, 9551 West Sample Road, Coral Springs, Florida. City Clerk Debra Thomas called the roll of Board Members.

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>John Walsh, Chair</td>
<td>Present</td>
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<tr>
<td>Elissa Harvey, Vice Chair</td>
<td>Present</td>
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<tr>
<td>Board Member Lorna Brown-Burton</td>
<td>6:38 p.m.</td>
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<tr>
<td>Board Member David Harper</td>
<td>Present</td>
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<td>Board Member Andrew Kasten</td>
<td>Present</td>
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<tr>
<td>Board Member Allan Koch</td>
<td>Present</td>
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<tr>
<td>Board Member William Vasquez</td>
<td>Present</td>
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</tbody>
</table>

Also in attendance were:
Vanessa Steinerts, CRA Counsel
Michael Goodrum, City Manager
Ana Barbosa, Chief Economic Development Officer
Susan Krisman, Director Development Services
Debra Thomas, 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** – Ana Barbosa was welcomed back from her military service.


ACTION: Board Member Vasquez moved, seconded by Board Member Koch, to accept the meeting minutes. The motion was approved unanimously (6-0).

4. **Downtown Mixed-Use Zoning District, Tara Salmiere Plan Active Studio** (Request to Recommend approval of the Downtown Rezoning to Planning and Zoning and to the City Commission). Ms. Salmiere shared an in-depth presentation describing the proposed Downtown Mixed-Use (DTMU) Zoning District. Topics included highlights of public comments and the project timeline, an overview of the existing zoning, the overall structure of the DTMU Zoning District, and testing of the DTMU. The slide presentation is included with the permanent meeting backup material.

Several outreach opportunities were held within the CRA district and several portions of the Code were updated as a result of the input received. The DTMU will implement the City’s adopted Community Redevelopment Plan that supports the City’s Local Activity Center land use designation. The DTMU zoning district’s purpose is to establish identifiable character and economic vitality for the community redevelopment area; recognize that redevelopment areas are a community of diversified interests with a goal of economic revitalization; create a safe, efficient traffic circulation system that provides sufficient access between activity areas and balance of the community; and recognizes challenges of redevelopment within a built environment and allows for modifications to standards to promote reinvestment within the DTMU district. Joaquin Vargas, Traf Tech Engineering, reported on the shared parking study.

City staff recommended the CRA Board forward a favorable recommendation to the Planning and Zoning Board and the City Commission.
ACTION: Board Member Koch moved, seconded by Board Member Kasten, to recommend to the Planning and Zoning Board and City Commission approval of LDA-17-0013 to amend various sections of the Land Development Code to create the Downtown Mixed Use Zoning District of the Land Development Code related to development standards, parking, landscaping and other requirements for development and redevelopment projects within the City’s Community Redevelopment Agency/Local Activity Center. The motion was approved unanimously (7-0).

ACTION: Board Member Kasten moved, seconded by Board Member Koch, to recommend to the Planning and Zoning Board and City Commission approval of the City’s petition to rezone 80.03 +/- acres of certain properties within the City’s Community Redevelopment Agency/Local Activity Center located between Coral Hills Drive to the west, NW 90 Avenue to the east, NW 31 Court to the south, and Broken Woods Drive to the north from Community Business (B-2), Medium Density Multiple Family (RM-20) and Two-Family Dwelling (RD-8) to Downtown Mixed Use (DTMU) Zoning District. The motion was approved unanimously (7-0).

5. Springboard Crowdfunding Event Update – Ebonni Bryant, Crowdly LLC’s Springboard Event Director, noted that a community advisory board was established with members from the tri-county area to promote the event and attract community partners. She distributed the “Springboard Sponsorship Deck 2017” highlighting the event and the sponsor packages and described the timeline for press releases, radio spots, website creation, application submission, the VIP reception and the crowdfunding event. The event is currently set for April 28, 2018. Vice Chair Elissa Harvey will serve as the CRA representative on the community advisory board.

6. FY 2018 CRA Business Plan – (Request to Approve and Adopt) - The proposed Business Plan was presented and highlighted the 2017 successes, the board assigned priority areas and the specific projects within each priority.

ACTION: Board Member Vasquez moved, seconded by Board Member Brown-Burton, to approve and adopt the FY 2018 CRA Business Plan. The motion was approved unanimously (7-0).

7. Resolution 2017-02 Approving and Adopting the FY 2017-18 Annual Budget (Request to Approve and Adopt) The proposed budget is based on the City’s current proposed millage rate, and if lowered, the CRA Board may need to amend the budget. The budget is typically based on a predicted 4% growth of taxable value.

ACTION: Vice Chair Harvey moved, seconded by Board Member Koch, to approve and adopt Resolution 2017-02. The motion was approved unanimously (7-0).

8. CRA Update

Municipal Complex – Air conditioning is working throughout the building and it is expected to move in some time in November. The contractor was falling behind due to weather but feels they will be back on track. The turn lane is well underway and the final paving of West Sample Road will be completed prior to opening the building. The project continues to be well within budget.

Interactive Icon - The fabricator’s drawings were approved. The City and engineers are working on the concrete base to eliminate tripping hazards and ensure the proper installation of electric components.
9. **Other Business** – None.

10. **Adjournment**

There being no additional business, the meeting adjourned at 7:54 p.m. The next CRA Board Meeting will be Monday, September 25, 2017 at 6:30 p.m.

DATE APPROVED/ACCEPTED

JOHN M. WALSH, J.D.
BOARD CHAIRPERSON
CRA BOARD OF DIRECTORS

DEBRA THOMAS, CMC
CITY CLERK
CITY OF CORAL SPRINGS
Board Chair John Walsh called the meeting to order at 6:30 p.m. The meeting was held in the West Wing Conference Room, City Hall, 9551 West Sample Road, Coral Springs, Florida. City Clerk Debra Thomas called the roll of Board Members.

Also in attendance were:

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Vanessa Steinerts, CRA Counsel
Ana Barbosa, Chief Economic Development Officer
Jim Hickey, Ass’t Director Development Services
Interim Deputy City Manager Tony Pustizzi
Debra Thomas, 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** – During Danielle Lima’s absence, Ana Barbosa and Tony Pustizzi would oversee matters as necessary. The October meeting was canceled, and Ms. Lima would return for the November meeting. The CRA planned to have a tent at the Savor the Notes event.

3. **Springboard Crowdfunding Event Planning, Ebonni Bryant, Crowdly LLC, Springboard Event Director** – Ms. Bryant provided an update to the Board. A four-page brochure site would provide a general overview of the event and would be finished and launched on October 1. The mobile app would be ready some time in November/December. Sponsorship meetings continue and Lexus may be the presenting sponsor. Several smaller companies have been contacted along with community partners. A radio push will begin and February 2018 would be the heavy push of the festival.

4. **Economic Development Update, Ana Barbosa, Chief Economic Development Officer** – The CRA Board was given an overview of the Economic Development Office (EDO). Ms. Barbosa provided a slide presentation along with a “Business is Brighter” informational packet. The EDO’s mission is “To improve the economic well-being of the City of Coral Springs through efforts that create and retain jobs, increase the tax base, and enhance the quality of life.” The presentation and informational packet are part of the permanent record.

5. **CRA Updates**

   **Municipal Complex** – Ron Stein, Construction Manager: The building had very little damage as a result of the storm. The project was two weeks behind due to 13 lost days of construction. Due to requested changes, it may be the end of November for completion of the building. The artwork inside the building will be installed prior to the move-in.

   **Interactive Icon** – The artist is in production, the structural engineer for the pad has been hired and the Building Department approved it. The goal is to install the pad when the hardscape is done and have the piece ready for the building’s opening and first event.
Downtown Mixed-Use Zoning District – Due to the recent hurricane, the Planning and Zoning Board meeting was rescheduled to allow ample time for public input. The Economic Development Advisory Committee provided input on the Downtown Mixed-Use Zoning change. Jim Hickey, Assistant Director of Development Services, noted that the proposed change has caught the attention of a developer.

Public Art – Formerly called Sculpture on Sample, a call for artists has gone out for temporary artwork display for nine locations within the CRA and two outside the boundaries. Three pads are empty on the ArtWalk. The submissions arrive in November and the City Commission chooses the artwork in December and the installation begins in January through May. Typically the City purchases one piece of art.

One Charter Place Sale – The property is up for sale and during the title search, it was noted that the garage is slightly over the property line. This will require an Encroachment Agreement and will return to the CRA for approval. The City is working on three other items that do not involve the CRA.

ArtWalk / Sun Country Condo Access – The condominium has a walkway within their property and the landscaping installed for the ArtWalk does not prevent trespassers. The condominium could install a fence on their property.

Legislative Update - CRA Attorney Vanessa Steinerts explained recent legislation affecting public records relating to the Custodian of Records. City Clerk Debra Thomas would be the Custodian of Records for the CRA as it relates to posting the information on the website and municipal building.

6. Other Business – None.

7. Adjournment

There being no additional business, the meeting adjourned at 7:29 p.m. The next CRA Board Meeting will be Monday, November 13, 2017 at 6:30 p.m.
AGREEMENT
FOR DOWNTOWN CORAL SPRINGS WAYFINDING SIGNAGE BETWEEN
CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY
AND
AXIA CREATIVE, INC.

THIS AGREEMENT is made and entered into this _____ day of ____________, 2018
(the “Effective Date”), by and between:

CORAL SPRINGS REDEVELOPMENT AGENCY, a public body corporate and
politic pursuant to Part III, Chapter 163, Florida Statutes, having as its principal address 9500 W.
Sample Road, Coral Springs, Florida 33065 (the “CRA”);

and

AXIA CREATIVE, INC., a Florida corporation, having as its principal address
12161 Ken Adams Way, Wellington, Florida 33414 (the “Contractor”).

RECITALS

WHEREAS, Contractor submitted a proposal to the CRA to perform certain services to the
CRA (the “Project”), all as more particularly detailed herein and in the Contractor’s Proposal,
attached hereto and made a part hereof as Exhibit A (the “Proposal”); and

WHEREAS, on February 26, 2018, the CRA Board approved the award of the Project to
the Contractor; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary
equipment, skill, labor, licenses, and experience to perform and complete the Project; and

WHEREAS, the Contractor and the CRA wish to undertake the obligations expressed
herein;

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, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. SERVICES. The services to be provided by the Contractor ("Services") are those as more particularly described in this Agreement and in Exhibit A, attached hereto and incorporated herein, which sets forth the Proposed Scope, General Terms and Project Schedule for the Project.

SECTION 3. COMPENSATION. The CRA agrees to compensate the Contractor in accordance with the terms and conditions set forth in this Agreement, the Proposal, and upon inspection by the CRA a total not-to-exceed amount of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00), as set forth in the Proposal.

Final payment will be made upon completion of the Project and acceptance of the deliverables by the CRA, as set forth in the Proposal. Invoices shall be generated from the Contractor and delivered to the CRA on no more than a 30-day basis so that payments can be made. All payments shall be due to Contractor within 30 days of CRA’s receipt of an invoice from Contractor for the same. This provision supersedes any payment schedule or plan set forth in the Proposal.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the 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. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor’s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with CRA, or other government policies, rules or regulations relating to the use of Contractor’s funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the 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 Contract shall not be construed as creating any joint employment relationship between the Contractor and the CRA and the CRA will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM. This Agreement shall commence on the Effective Date, and shall continue until the scope of work for the Project as described in this Agreement is completed or until terminated in accordance with Section 9 hereof.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless the CRA, 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 Contractor, its agents, servants, or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless the 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 Contractor, its agents, servants or employees arising from this Agreement or its performance of services under this Agreement. Contractor and CRA hereby agree and covenant that Contractor has incorporated into the contract sum payable by the CRA to Contractor, 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 Contractor by the Agreement, whichever is greater. It is the CRA’s and Contractor’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 Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 10 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 Contractor to indemnify the CRA is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the CRA or Contractor.

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 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party 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 8. RECOVERY OF COSTS AND FEES. In the event that either 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 9. TERMINATION. The CRA shall have the right to terminate this Agreement for convenience at any time prior to the scheduled delivery of the Project and has the right to terminate after five (5) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor’s failure the cure the non-compliance.
SECTION 10. INSURANCE.

A. The Contractor shall maintain the following insurance coverages during the execution and performance of this Project:

(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. Contractor 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 Contractor 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

(iv) 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, Contractor shall submit to the CRA copies of its required insurance coverages, specifically providing that the CRA (defined to mean the CRA, their officers, agents, employees, volunteers, and representatives) are additional insureds with respect to the required coverages and the operations of Contractor.

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, Contractor 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 CRA and Contractor shall not continue with the services required by this Agreement unless all required insurance remains in full force and effect.
D. The CRA does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor’s interest or liabilities, but are merely minimum requirements utilized by the CRA.

E. Insurance companies selected by Contractor must be acceptable to the 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 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 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. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the CRA for payment or assessments in any form on any policy of insurance.

The CRA shall be named as the Insurance Certificate Holder and the CRA shall be an additional named insured on all policies of liability insurance.

SECTION 11. CHANGES IN WORK.

A. CRA, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the CRA, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 12. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the CRA, its agents or employees, by delays in the City’s permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or
subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the CRA.

SECTION 13. 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 by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

CRA: Danielle Lima, CRA Administrator
City of Coral Springs
Community Redevelopment Agency
9500 West Sample Road
Coral Springs, FL 33065

With copy to: Mike Goodrum, City Manager
City of Coral Springs
Community Redevelopment Agency
9500 West Sample Road
Coral Springs, FL 33065

CRA Legal Counsel
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Vanessa T. Steinerts, Esq.

CONTRACTOR: Axia Creative, Inc.
Lake Wellington Professional Center
Suite 110-41
12161 Ken Adams Way
Wellington, Florida 33414
Attention: Todd W. Mayfield, Principal and Group Creative Director
**SECTION 14. PUBLIC RECORDS.**

A. Contractor 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 CRA to perform the services or work set forth in this Agreement; and

2. Upon the request of the CRA’s custodian of public records, provide the 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 the Contractor does not transfer the records to the CRA; and

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

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

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE**
CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CRA AT:

CITY CLERK
CITY OF CORAL SPRINGS
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA
33065 TELEPHONE: (954) 344-1065
EMAIL: clerks@coralsprings.org

SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the CRA than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the CRA, whose decision shall be final and binding upon all parties.

SECTION 16. 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 17. 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 both of the parties hereto.

SECTION 18. ASSIGNMENT. Neither the CRA nor the Contractor may 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 19. 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 20. WAIVER OF JURY TRIAL. CRA and Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have of a trial by jury in respect to any action, proceeding, lawsuit, or counterclaim based upon this Agreement, arising out of, or in connection with the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

SECTION 21. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibit A (the Proposal), then this main Agreement instrument shall control.

SECTION 22. ACCEPTANCE OF PROPOSAL. CRA’s acceptance of the Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full.
SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Broward County, Florida.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Approved as to form and legal sufficiency

Vanessa T. Steinerts
CRA Board Attorney

WITNESSES:

[PRINT NAME OF WITNESS]

[PRINT NAME OF WITNESS]

CORAL SPRINGS COMMUNITY
REDEVELOPMENT AGENCY

By: __________________________
John M. Walsh, Chair

CONTRACTOR:

Axia Creative, Inc.,
a Florida corporation

By: __________________________
Title: Principal & Group Creative Director
EXHIBIT A

Proposal
RE: Downtown Coral Springs Wayfinding Proposal

February 14, 2018

Dear Danielle,

The following is our revised proposal for the Coral Springs Downtown Wayfinding Signage.

Proposed Scope
We will begin with an on-site meeting with you and key associates. During this visit we will explore the project site with you to become familiar with the current conditions. Together we will establish placement and messaging requirements for a phase 1 sign family that will be based on the recommendations provided in the 2002 Downtown Coral Springs Identity & Environmental Communications Program. This option also includes:

- Generation of schematic concepts to include a downtown gateway, street identity, bus stop identity, bicycle trailblazer, information kiosk, pedestrian guide and a vehicular guide.
- Consultation with FDOT to secure compliance approval.
- The creation of bid ready, scaled drawings for a typical vehicular guide, pedestrian guide and a downtown gateway.
- The creation of a message schedule and a location plan.
- Preparation of full size production-ready template art files for use by the sign contractor
- Pre-fabrication site walk through with the sign contractor.
- On-site installation review (this will help identify any discrepancies or mistakes. We recommend this take place before last payment is released to the sign contractor).

Proposed Fees

$13,500
General Terms

• Costs and deadlines cited in this agreement are considered firm based on information provided. If additional information is forthcoming, the project specifications change, or the scheduling changes beyond the control of Axia, costs and/or deadlines may be subject to renegotiation and will be agreed to in written form prior to further execution.

• Axia will make every reasonable effort to assure the accuracy of the material produced, but will not be responsible for the correctness of copy, client provided illustrations, photographs, trademarks, nor for obtaining clearances or approvals. We will take normal measures to safeguard any materials entrusted to us. However, we are not responsible for the loss, damage or unauthorized use of such materials, nor are we responsible for the actions of outside vendors and suppliers.

• All new materials generated by Axia in the execution of this/these assignment(s) including original artwork and computer-generated artwork, formats, and code remain the property of Axia until invoice is paid in full.

• Axia is not responsible for providing type fonts and/or software applications to the City of Coral Springs (City) or their suppliers in accordance with established licensing agreements.

• Axia does not guarantee a target market response to services provided and/or materials developed by Axia unless specifically noted as such in this agreement.

• Ideas that are not accepted remain the property of Axia and may not be used in the future course of other assignments.

• Invoices shall be issued upon completion of deliverables as outlined in the Payment Schedule.

• If a phase is delayed by the City for more than 30 days beyond an established deadline, Axia may issue invoices that represent work completed to date.

• In the unlikely event that Axia must engage a collections service or legal council in efforts to collect on invoices that are 90 days delinquent, the City shall be responsible for all resulting legal and collection fees.

• A single representative will serve as primary project contact and shall coordinate all City/stakeholder directives.

• Definitive responses will be given by the City in accordance to a detailed time line in order for Axia to meet established deadlines.

• Each consecutive phase will begin upon the City’s approval of the previous phase.

• The City is responsible for proofreading for accuracy and will sign-off on all bid documentation.

• The City shall provide all existing documents, planning studies, utility locations, bylaw information, etc.

• The City shall be responsible for bid solicitation and contract negotiation with sign contractor.

• Costs that are not defined in this proposal or those that are the result of client delays or added requests, will be considered beyond contracted scope and will be billed separately after a mutual agreement in writing.
The following project schedule is a proposed time-line for the project duration. Upon start of the project, we will prepare a more detailed project schedule using our online project management program which you will have access to.

![Project Schedule Diagram]

If you have any additional questions feel free to contact me at your convenience. Thanks!

Sincerely,

Todd Mayfield
Principal & Group Creative Director
The City of Coral Springs
COMMUNITY REDEVELOPMENT AGENCY (CRA)
invites all businesses and/or property owners located within the section of Sample Road shown in the map above to the Downtown Coral Springs Merchants Meeting Pilot Program
The March meeting will include:
Tour of the new City Hall, Business to Business Networking, Downtown Development Update, and Discussion on the Proposed Downtown Merchants Improvement Grant Program.

Thursday, March 22, 2018 • 9 a.m.
Complimentary breakfast will be served.

City Hall – Everglades Conference Room
9500 W. Sample Road, Coral Springs, FL 33065

Please RSVP by March 19 to Danielle Cohen Lima at dlima@coralsprings.org or call 954-344-1121.

Mission Statement:
The Downtown Coral Springs Merchants Meetings is an alliance between the downtown business owners, property owners, and the Community Redevelopment Agency (CRA) dedicated to supporting the success of local businesses, exchanging ideas, creating marketing alliances, networking, and speaking under one banner with the City of Coral Springs and other Community Organizations in order to promote and enhance a safe, vibrant Downtown for residents, businesses, and visitors through strategic development of economic, social, and cultural opportunities.