

Arts Council of Alachua County

September 3, 2024

5:30 pm

County Administration Building - Grace Knight Conference Room

12 SE 1 Street, 2nd Floor, Gainesville, FL 32601

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Arts Council of Alachua County

Date: June 3, 2024
Time: 5:30 pm
Location: County Administration Building - Grace Knight Conference Room
12 SE 1 Street, 2nd Floor, Gainesville, FL 32601

1. Call to Order

The meeting was called to order at 5:30 p.m.

Members Present: Chelsea Carnes, Queenchiku Ngozi, David Ruiz, Stephanie Silberman (Chair), Carol Velasques Richardson and Amy Koester (Vice Chair)

Members Absent: Lucia Curta and Christine Johnson

2. Election of Chair and Vice Chair

Queenchiku Ngozi made a motion for Stephanie Silberman to serve as Chair; David Ruiz second; unanimous approval; motion carried.

Carol Velasques Richardson made a motion for Amy Koester to serve as Vice Chair; David Ruiz second; unanimous approval; motion carried.

3. Approval of the Agenda

David Ruiz made a motion to approve the agenda as presented; Carol Velasques Richardson second; unanimous approval; motion carried.

4. Approval of Minutes

David Ruiz made a motion to approve the April 12, 2024 minutes as presented; Chelsea Carnes second; unanimous approval; motion carried.

5. Art Tag Grant Application Review

Thanks to County Grants Writer, Ashley Baird, we were awarded a \$30,000 grant from the National Endowment for the Arts (NEA) to re-grant through our Art Tag Grant program. Including the \$10,000 contribution from *Visit Gainesville, Alachua County, FL*, and \$4,000 from Art Tag sales, we can award a record \$44,000.

The Council reviewed the revised application, which includes NEA required language. The application will be updated and posted to our website by the end

of the week so applications can be received through the July 31 deadline. Staff will advertise the grants on the County's social media sites, request an announcement during an upcoming Board meeting, issue a press release, share on our email distribution list, contact all cities and request they widely share and look into an add in the Main Street Daily News.

Carol Velasques Richardson made a motion that the maximum grant award for artists and arts group be \$3,000 and \$5,000 for cities; David Ruiz second; unanimous approval; motion carried.

6. Strategic Plan Update

The Council reviewed the Strategic Plan and recommended updating the document layout/formatting as well as some language and the budget. An updated version is planned to be presented at our next meeting.

7. 3rd Annual Artists Conference Debrief

The Council discussed the 3rd Annual Artists Conference including a review of evaluations received. They suggested increasing our marketing efforts and emailing a brief survey to those registered.

8. Call-to-Artist Update

8.1 Animal Shelter

A Call to Artists will be developed in the coming months, assuming the County and UF come to agreement on the property lease.

8.2 Armory

Renovations to the old Armory will commence soon, as this will be the location for the County's Emergency Operations Center. A Call to Artists, in the amount of \$75,060 will be developed once the desired art (i.e. sculpture, mural, stained glass, etc.) is identified.

8.3 Court Complex

Construction of the new Court Complex is anticipated to start by the end of this calendar year. A Call to Artists, in the amount of \$100,000 will be developed once the desired art (i.e. sculpture, mural, stained glass, etc.) is identified.

8.4 EPD Conservation Lands Building

A Call to Artists, in the amount of \$20,000 will be developed once the desired art (i.e. sculpture, mural, stained glass, etc.) is identified.

8.5 Fire Station 21 and 80 Bronze Sculptures

The Fire Station 80 sculpture is expected to be delivered at any time, and the Fire Station 21 sculpture is expected at the end of this calendar year.

8.6 Fire Training

A Call to Artists, in the amount of \$8,000 has been developed for a mural on the exterior west wall of the building. Fire staff are reviewing it now and staff will work with Procurement to advertise it. The Arts Council and Karem Scott-Kotb will serve as the evaluation committee.

8.7 Parking Garage

A Call to Artists, in the amount of \$100,000 will be developed once the desired art (i.e. sculpture, mural, stained glass, etc.) is identified.

8.8 Warehouse

A Call to Artists will be developed once the warehouse is purchased and the desired art (i.e. sculpture, mural, stained glass, etc.) is identified.

9. Public Comment

None

10. Adjournment

The meeting was adjourned at 6:30 p.m.



APPLICATION TO LOAN AND DISPLAY ART IN JACK DURRANCE BOARDROOM

The undersigned applicant hereby submits this application, pursuant to the *Art in Jack Durrance Boardroom Program* created pursuant to Alachua County Board of County Commissioner Resolution 19 -45, for approval to temporarily loan to the County, for the purposes of display, his/her Art in the Jack Durrance Boardroom. By signing this application below, I certify that I have read, understand and agree to all of the terms, conditions, and requirements of Resolution 19-45, this application, and the *Art Loan and Display Agreement* which I have executed and which is enclosed with this application.

Applicant's Name: Laura C Predny

Address 4310 SE 185th Ave

Email and Website Address: lcpredny@gmail.com, https://www.laurapredny.com/black-and-white-oil-paintings.html#

Telephone Daytime 352-870-0200 Evening same

Art Category (please circle all which apply)

- | | | | |
|---------------|---------------------|-------------|---|
| Surrealism | Animation | Photography | Drawing |
| Realism | Christian/Religious | Ceramics | Printmaking |
| Pop Art | Graffiti | Decor | Primitive Art |
| Abstract | Graphics | Digital | Other <small>Paintings, photography and woodworking</small> |
| Outside Art | Mosaic | Sculpture | |
| Impressionism | Stained Glass | Folk Art | |

Date when Art will be available for delivery to the County: Any

Date by which Art must be available for pick-up by Applicant: Any

Are your paintings framed? Yes No

Dimensions of the framed Art: I have various artwork available for display, most 11x17 and 8x10 and one 3'x4'

Brief biography of the Artist: I am a self-taught visual artist in a variety of mediums- oil painting, amateur photography, and I am currently learning woodworking.

I am a self-taught visual artist in a variety of mediums- oil painting, amateur photography, and I am currently learning woodworking.

Brief description of the Art: Black and white oil portraits and photography of local flora and fauna in handcrafted frames.

Black and white oil portraits and photography of local flora and fauna in handcrafted frames.



I have attached an 8" x 10" color photograph of Art: Yes No

I have executed and attached the Art Loan and Display Agreement: Yes No

The Applicant understands that this application, if deemed complete by County staff, shall be submitted for consideration by the Arts Council of Alachua County Committee (the "Advisory Committee"). County staff shall notify the Applicant of the date, time and location at which this application will consider by the Advisory Committee. The Applicant agrees to attend the Advisory Committee meeting and also agrees to present the actual Art to the Advisory Committee at that meeting. Failure to attend and present the actual Art to the Advisory Committee shall constitute grounds for automatic rejection of this application.

The Applicant understands and agrees that, if approved for display, the Art may be photographed and reproduced in Alachua County publications and photographs or other images of the Art may be used for publicity purposes connected with the Art in Jack Durrance Boardroom Program, and that slides of it may be made and distributed by the Alachua County for its use. The Applicant further understands and agrees that its Art may be displayed in the County's Boardroom and, therefore, may be broadcast on television. The Applicant hereby affirms, represents and warrants that he/she is the legal owner of all legal rights regarding the Art, including but not limited to the right to loan said Art to the County and to authorize the County to display, photograph, reproduce and broadcast the Art on television or otherwise.

I understand each application shall be evaluated using criteria detailed in Resolution 19-45.

SIGNATURE _____ DATE 8/19/24 _____

<i>For Alachua County Use Only</i>	
Verified Complete by: _____	Date _____
Department: _____	Photo attached YES <input checked="" type="checkbox"/> NO _____
Executed Art Loan and Display Agreement attached YES _____ NO _____	

PUBLIC ART LOAN AND DISPLAY AGREEMENT

THIS PUBLIC ART LOAN AND DISPLAY AGREEMENT (“Agreement”), made and entered into this 19th day of August, 2024, by and between Alachua County, a charter county and political subdivision of the State of Florida, (“County”) and Laura C Predny (“Artist”).

WHEREAS, the County is the owner of the Alachua County Administration Building located at 12 SE 1st Street, Gainesville, Florida 32601 (the “Administration Building”); and

WHEREAS, the County’s Board of County Commissioners (the “Board”) holds its regular public board meetings in the Jack Durrance Boardroom located in room number 209 on the second floor of the Administration Building; and

WHEREAS, by Resolution 19 – 45, the County created the *Art in Jack Durrance Boardroom Program* (the “Program”), through which the County selects art created by local artist to be temporarily displayed in the Jack Durrance Boardroom; and

WHEREAS, the Artist is the creator and owner of the art (the “Art”), which is depicted in **Exhibit “A”**, attached hereto and incorporated; and

WHEREAS, the Artist submitted an application seeking to loan the Art to the County for the Program and for the purposes of having it temporarily displayed in the Jack Durrance Boardroom that is attached and incorporated herein as **Exhibit “B”**; and

WHEREAS, the Board has approved the Artist’s application and the parties hereto now desire to enter into this Agreement to establish the rights, duties, obligations and responsibilities of the parties with regard to the temporary loan and display of the Art in the Jack Durrance Boardroom.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **Effective Date.** This Agreement shall be effective when executed by both parties and shall expire upon the date that the Artist removes his/her art from the Administration Building (“Term”), unless this Agreement is terminated earlier as provided herein.

3. **Artist's Warranties and Representations.** The Artist represents and warrants to the County that he/she: (i) is the sole creator of the Art; (ii) is the owner of the Art and all of the rights under copyright in the Art; and (iii) has full authority to loan the Art and grant the rights provided in this Agreement. The Artist further represents and warrants that nothing in the Art defames any person or entity, infringes any copyright, or otherwise violates the rights of any third party.

4. **Loan and Grant of License.**

a. **Loan.** The Artist grants to the County a loan of the Art, subject to the terms of this Agreement.

b. **Copyright Permission.** The Artist grants to the County: (i) the right to display the Art in the Administration Building, including the Jack Durrance Boardroom; and (ii) the irrevocable right to use images of the Art in materials about or relating to the exhibition of the Art and/or the Administration Building and/or the County, and to allow others to do so, in all media now known or later developed and including, but not limited to, television, the Internet and the World Wide Web, provided that the such use by the County shall not be for commercial purposes. As the Art will be displayed in a room that, from time to time, is open and accessible to the general public and is broadcast on television, the Artist agrees that the Art may be photographed or videotaped by the general public and may also be broadcast on television. This paragraph and the grant of right herein shall survive the termination of this Agreement.

c. **Personality Rights.** The Artist grants the County the irrevocable right to use the Artist name, photograph, likeness, and biography in connection with the County's exercise of the rights granted in this Agreement. This paragraph and the grant rights herein shall survive the termination of this Agreement.

5. **Transfer, Installation, Care, and Removal of Art.**

a. **Condition of Art upon Transfer to the County.** The Artist and the County will make mutually agreeable arrangements for the Art to be delivered to the Administration Building. The absence of any notation on this Agreement or its attachments as to the condition of the Art at the time it was received by the County shall not mean it was in good condition on receipt.

b. **Shipping and Installation.** The Artist shall make all arrangements, and shall pay all costs, for shipping the Art to and from the Administration Building, including but not limited to all packing, unpacking and shipping and handling. Upon its arrival at the Administration Building, the Artist shall unpack the Art and shall be responsible for directing

and supervising the installation of the Art in the Jack Durrance Boardroom by County staff; however, consent to the installation or removal techniques in all areas of the Jack Durrance Boardroom shall be solely within the discretion of the County Manager and upon such terms and conditions as the County Manager shall, in his/her sole discretion, deem necessary. Consent may be withheld unless the Artist agrees to all terms and conditions imposed by the County Manager.

c. Signage. Signage for the Art shall be provided by the Artist and shall be limited to a plaque no larger than 6” wide, 4” long, and ¼” deep. Wording on the plaque must be limited to the following information: the name of the Art, and the name, physical address, website address, and telephone number of the Local Artist.

d. Care of Art. The Artist shall be solely responsible for the care and maintenance of the Art and for any required repairs while it is on display or otherwise in the possession of the County. The County shall provide the Artist with reasonable access to provide such care, maintenance and repairs after request by the Artist. The County shall use reasonable efforts not to damage the Art, but the County shall not have any duty, obligation or responsibility to actively care for or otherwise actively maintain the Art. The County has the right, but not the duty, obligation or responsibility, to execute any emergency preservation measure without the Artist’s permission if such measure, in the sole discretion of the County, is required to protect the Art or other property, or to protect the health and safety of County staff or the public.

e. Duration of Display and Loan. The County anticipates displaying the Art in the Jack Durrance Boardroom for a period of three months. The County may, in its sole discretion, shorten, interrupt or terminate the display period. The Artist may request termination of the display period and surrender of the Art back to the Artist upon sending twenty (20) calendar days written notice to the County in accordance with this Agreement.

f. Surrender and Removal. The Art will be surrendered only to the Artist or to Artist’s authorized agent or representative, or, in the event of the death of the Artist, to the authorized legal representative of the estate of the Artist. The County reserves the right, in the County sole discretion, to terminate the display of the Art at any time and de-install it from the Jack Durrance Boardroom. Upon such termination and de-installation, the County shall notify the Artist that the Art has been de-installed and that the Art is available for the Artist to remove it from the Administration Building. The Artist shall make all necessary arrangements, and pay all costs, to remove the Art from the Administrative Building within ten (10) calendar days after receipt of said notice from the County (the “Removal Deadline”).

6. Termination. In addition to the other termination rights set forth in this Agreement, either party has the right to terminate this Agreement for convenience by giving the other party twenty (20) calendar days’ written notice. In the event of termination, County shall de-install the Art and notify the Artist that the Art is available for the Artist to remove it from the

Administration Building. The Artist shall make all necessary arrangements, and pay all costs, to remove the Art from the Administrative Building within ten (10) calendar days after receipt of said notice from the County (the “Removal Deadline”).

7. **Post-Termination Rights.** If the Artist does not remove the Art by the Removal Deadline, then the County has the absolute right to place the Art in storage, to charge regular storage fees and any related insurance costs, if any, and to perfect and enforce a lien for these fees and charges. If the Artist does not remove the Art within twenty (20) calendar days after the Removal Deadline, the Art shall be deemed an unrestricted gift by the Artist to the County.

8. **Notices.** All notices shall be in writing and sent to the other party by one of the following methods: (i) certified mail, return receipt requested, (ii) personal delivery with receipt, or (iii) via electronic mail. Notice by certified mail, return receipt requested shall be deemed delivered and received two (2) business days after mailing. Notice by personal delivery shall be deemed received upon actual receipt by the other party, and notice by electronic mail will be deemed received when sent. For purposes of all notices, the County’s and the Artist’s representatives are:

For the County:

Alachua County
County Manager’s Office
12 SE 1st Street
Gainesville, Florida 32601
Attn: Gina Peebles, Assistant County Manager
Email: gpeebles@alachuacounty.us

For the Artist:

Name Laura Predny
Address 4310 SE 185th Ave
City/State/Zip Micanopy, FL 32667
Email lcpredny@gmail.com

9. **Security, Insurance, Risk and Indemnification.**

a. **Security, Insurance and Risk.** The County shall, as a voluntary accommodation to the Artist, exercise as much care in respect to the Art as it does in safeguarding its own property; however, the County **DOES NOT** owe any duty to the Artist to care for, maintain or safeguard the Art. The Artist acknowledges and agrees: (i) to hold harmless the County, and its Board, employees, agents, attorneys, contractors, guests, invitees, and

Advisory Committee, from any and all claims, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement; and (ii) that the County will provide no additional security for the Art beyond the currently security measures provided in the Administration Building and Artist shall be solely responsible for any and all loss or damage to the Art which occurs during the Term of this Agreement. Artist bears sole responsibility for obtaining and maintaining insurance for the Art while it is in transit to or from the Administration Building, being installed and de-installed, and on display/exhibit. The County shall not insure the Art. Artist agrees that any insurance policy obtained by the Artist for the Art shall waive subrogation against the County, including its Board, employees, agents, attorneys, contractors, guests, invitees, and Advisory Committee. Artist agrees that the value he/she selects for insurance purposes is the true value of the Art. Nothing contained in this Agreement shall constitute a waiver by the County of sovereign immunity, the limits of liability or other provisions of §768.28, Florida Statutes.

b. Indemnification and Release. **THE ARTIST AGREES TO WAIVE AND RELEASE AND AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY HARMLESS FROM ANY LIABILITY, CLAIMS, DEMANDS AND ACTIONS (INCLUDING ATTORNEY’S FEES AND THE COST OF DEFENDING ANY ACTION) ARISING OUT OF THIS AGREEMENT OR INCIDENT INCIDENTAL OR RELATED TO THIS AGREEMENT, AND INCLUDING ANY CLAIM BY ANY INDIVIDUAL, INSTITUTION, OR OTHER PERSON CLAIMING FULL OR PARTIAL TITLE, PROPERTY RIGHT OR COPYRIGHT TO THE ART. THE ARTIST ACCEPTS ALL RISK ASSOCIATED WITH THE ART BEING ON DISPLAY OR STORED IN THE ADMINISTRATION BUILDING OR ELSEWHERE, AND THE ARTIST HEREBY RELEASES ALL CLAIMS AND SUBROGATION AGAINST ALACHUA COUNTY, INCLUDING ITS BOARD, EMPLOYEES, AGENTS, ATTORNEYS, CONTRACTORS, AND ADVISORY COMMITTEES FOR ANY LOSS OR DAMAGE TO THE ART, HOWEVER CAUSED.**

10. Public Records.

a. General Provisions:

i. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. “Public Records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes, or as otherwise provided by law.

ii. In accordance with §119.0701, Florida Statutes, the Artist, when acting on behalf of the County, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Artist shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. The Artist shall 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 this Agreement and following completion of this Agreement if the Artist does not transfer the records to the County.

b. Confidential Information:

i. During the term of this Agreement, the Artist may claim that some, or all of Artist's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Artist in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Artist shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Artist.

ii. The County shall promptly notify the Artist in writing of any request received by the County for disclosure of Artist's Confidential Information and the Artist may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Artist shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Artist shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Artist's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Artist shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Artist releases County from claims or damages related to disclosure by County

c. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Artist, when acting on behalf of the County, as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Artist or keep and maintain public records required by the County to perform the service. If the Artist transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

d. **Compliance:**

i. If the Artist does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

ii. An Artist who fails to provide the public records to the County within a reasonable time may be subject to penalties under s.119.10, Florida Statutes.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

11. **County's Discretion.** The County retains sole and complete discretion regarding the County's exercise of the rights granted in this Agreement, including but not limited to whether the County will accept physical delivery or display the Art, where the Art will be displayed within the Administration Building, the manner of installation and de-installation of the Art, how long the Art will be exhibited (within the duration of this Agreement), and whether the County will use in any way images of the Art. The Artist shall not install, de-install or remove the Art from the Administration Building, or modify the Art's display, except with the permission of the County Manager and in conjunction with an authorized County representative.

12. **Waiver.** A party's waiver of any provision, right or remedy under this Agreement

must be in writing and signed by an authorized representative of the waiving party (*i.e.*, the Artist or the County Manager) to be effective. If a party does waive any provision, right, or remedy under this Agreement, such waiver will not preclude the party from enforcing any other provision, right or remedy. A party's failure, neglect, or delay to enforce the provisions, rights, or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity or all or any part of this Agreement or prejudice such party's right to take subsequent action.

13. **No Joint Venture.** Nothing contained in this Agreement creates a joint venture, partnership, or agency relationship between the parties.

14. **Binding Effect.** This Agreement shall be binding on all parties, as well as their respective personal representatives, agents, attorneys, heirs, assigns, or successors in interest.

15. **Severability Clause.** If any provision of this Agreement is declared invalid, void or unenforceable by court of competent jurisdiction, the remainder of this Agreement will not be affected, and each remaining provision will be valid and enforceable to the fullest extent permitted by law.

16. **U.S. Department of Homeland Security E-Verify System**

a. The Artist shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Artist during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

b. The Artist shall expressly require any subcontractors performing work or providing services pursuant to the County's agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

17. **Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any action arising under or related to this Agreement shall be in the state court in and for Alachua County, Florida, and each party hereby submits to the jurisdiction of said court.

18. **Amendments.** The parties may amend this agreement only by mutual written agreement that is executed by both parties.

19. **Entire Agreement.** This Agreement constitutes the entire agreement and

supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Marihelen Wheeler, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

ARTIST

(Artist's signature)

Laura C Predny
(Artist's name printed)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19^t day of August, 20²⁴, by _____.

Signature of Notary Public

Printed Name of Notary Public

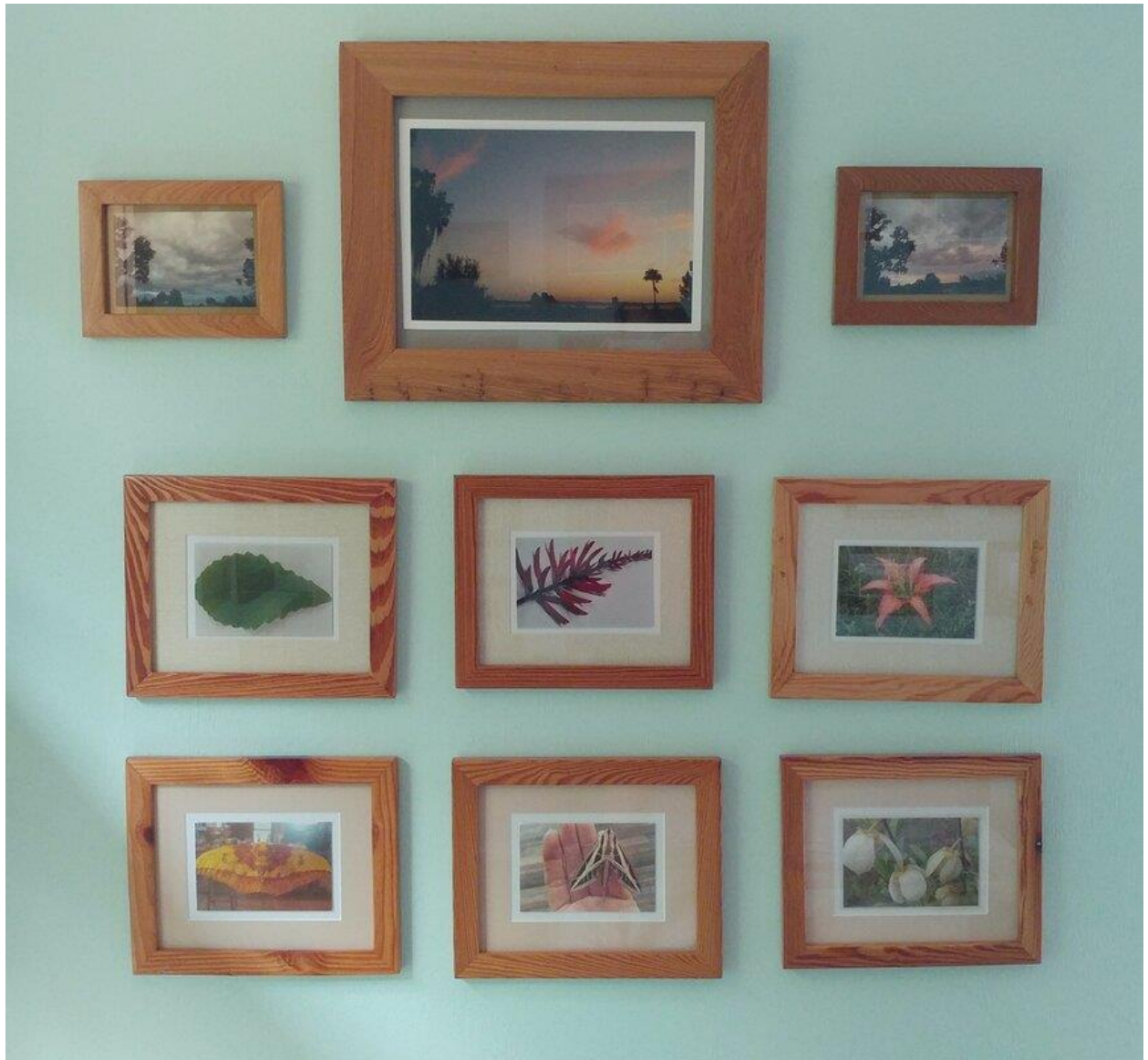
Personally Known OR Produced

Identification
Type of Identification
Produced: _____

EXHIBIT A: Color Photograph of the Art

EXHIBIT B: Artist Application







Arts Council of Alachua County



Strategic Plan 2025 - 2028



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Introduction

The Alachua County Board of County Commissioners (BOCC) has determined that art shall be an integral component of the County and in 2017 designated County Government as the official Local Arts Agency. Local Arts Agencies (LAA) provide services, support, and programs for arts organizations, artists, and their local communities.

In 2018, the BOCC passed Ordinance 18-07, establishing the Alachua County Public Arts Program which has the following goals:

1. To increase public access to art and the aesthetically designed environments and promote understanding and awareness of the visual arts in the public environment;
2. To contribute to civic pride, tourism and economic development of our community;
3. To enhance the climate for artistic creativity in our community;
4. To enrich the public environment for both residents and visitors to the area through incorporation of the visual arts; and
5. To enhance our community's recognition as a cultural center.

The Ordinance included a provision for a Citizens Advisory Committee, which serves as the designated advisory board for the Local Arts Agency and the County Public Arts Program. Resolution 18-17 lists the responsibilities and duties of the Advisory Board, which the BOCC designated as a special committee called the Alachua County Arts Advisory Council (ACAC). They are to:

1. Serve as a resource for local artists and arts agencies within all municipalities throughout Alachua County.
2. Prepare applications for state and federal grants and, re-grant eligible grants to local artists and local arts agencies.
3. Prepare applications for eligible state and federal grants to provide enhanced resources for local artists and local arts agencies.
4. Educate and advocate at the state and federal level on issues affecting the arts.
5. Promote and facilitate the inclusion of art into an established process that connects artists, partners, and communities for the purpose of enhancing the vitality of the County,
6. Be responsible for oversight, administration and promotion of Art Tag proceeds and Local Arts Agency dedicated funding.
7. Develop an inclusive strategic plan for County-wide arts and cultural assets that is reviewed and updated annually.
8. Report annually, or as necessary, to the Alachua County Board of County Commissioners on the goals and accomplishments of the Advisory Committee.

The Arts, or Art as used in this document and by the Council, refers to the collection of artistic endeavors which may be somewhat arbitrarily classified into four groups, sometimes referred to as "pillars". The pillars include: 1) Communicative Arts such as theatre, literature, poetry, story telling, 2) Musical events, 3) Dance, and, 4) Visual Arts such as painting, drawing and sculpture. Each pillar has sub-groups of disciplines. The main purpose of this section is to emphasize that the term Art as used in this plan encompasses a broad spectrum of creative activities.

Vision

Our vision for Alachua County: residents will have their lives enriched through enjoyment of Art in their daily lives, an increase in visitors who are attracted by the expansive cultural environment, and artists who are empowered to create.

Mission

The mission of the County public arts program is to enhance the quality of the visual environment in Alachua County, thereby adding to the quality of life and the level of citizen awareness of the importance of aesthetic experience in their everyday lives.

Goals 2025 - 2028

The Goals for of the ACAC are:

1. To assist artists to develop resources and skills so they can actualize their artistic abilities

- Objectives
 - ◇ Develop program of pro bono legal consultation for local artists
 - ◇ Develop training workshops for individual artists
 - ◇ Facilitate supportive relationships among artists, art organizations and cultural groups
 - ◇ Develop communication modality for information on Arts (e.g. Alachua County social media, Arts Council specific web page, and email distribution list)
 - ◇ Preserve and celebrate Alachua County's cultural heritage
 - ◇ Promote economic access in terms of equity and diversity within in the arts

2. To increase exposure to arts by community residents

- Objectives
 - ◇ Take an active role in reviewing art and monuments on County Property and develop guidelines
 - ◇ Call to Artists
 - ◇ Art Loan Program
 - ◇ Develop funding guidelines for grants to artists and cities
 - ◇ Fund grants for individual artists
 - ◇ Provide partial funding for arts projects in the smaller cities
 - ◇ Continue to support the Alachua County poet laureate program

3. To increase funds for the arts

- Objectives
 - ◇ Request funds or specific projects/initiatives from BOCC
 - ◇ Increase purchase of Arts license plates
 - ◇ Request LAA funds
 - ◇ Seek funds from other sources

Priorities and Strategies

4. Develop Outreach Program

The ACAC will prioritize citizens and artists who reside in rural areas and artists who target citizens in small towns and unincorporated Alachua County

The strategies employed to meet the our goals include:

Establishing alliances with art agencies and organizations

- Providing information,
- Promoting integration among disciplines
- Promoting diversity in shaping the arts
- Bringing attention to the value of art in economic development
- Promoting sustainability of the arts and artists

Income and Budget

The first fiscal year funding for the programs offered by the Arts Council relied on funds transferred from the City of Gainesville that had been generated from the sale of specialty license plates plus revenue from the ongoing purchase of license plates (approximately \$23,700). Staffing and office support depend on in-kind service of County staff and ACAC members. ACAC also has advisory responsibility for the Public Arts Program but these funds are not shown in the budget. The budget includes support for baseline activities. Grants submitted to LAA will expand these activities but those funded from other sources will address special projects such as programs implementing school-based programs or special events.



Budget

In order to fulfill the expectations described in the ordinance and resolution and detailed in the strategic plan, the BOCC should provide funding for the Arts. The budget shown is based on the availability of funds from the County and license plate revenue as shown below. In order to fulfill the role of LAA and achieve the goals of the strategic plan the council will not be able to continue to rely on in-kind support.

Arts Council of Alachua County Proposed Budget			
	FY 24/25	FY 25/26	FY 26/27
Revenue			
General Fund	\$ 86,060.00	\$ 203,000.00	\$ 103,000.00
Wild Spaces Public Places	\$ 20,000.00		
Art Tag Sales	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
National Endowment for the Arts	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Visit Gainesville, Alachua County, FL	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Local Arts Agency Grants	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
Artist Conference Sponsorships	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Total Revenue	\$ 163,360.00	\$ 260,300.00	\$ 160,300.00
Expenses			
Poel Laureate Stipend - General Fund	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Art in Public Places			
Animal Shelter			\$ 100,000.00
Armory	\$ 75,060.00		
Court Complex		\$ 100,000.00	
EPD Conservation Lands Building	\$ 20,000.00		
Fire Training	\$ 8,000.00		
Parking Garage		\$ 100,000.00	
Warehouse			
Art Tag Grants	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00
Art Tune Ups	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
Artists Conference	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Total Expenses	\$ 163,360.00	\$ 260,300.00	\$ 160,300.00





ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

PUBLIC ART CALL TO ARTISTS (CTA)

for a

**Justice Themed Outdoor Sculpture for the
New Court Complex**



Submittal Deadline:

Any response received after the above submittal deadline will not be considered.

Alachua County Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
Phone: 352.374.5202 or Fax: 352.491.4569

Inquiries/Questions: Leira Cruz Caliz

Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, FL 32601-6983
Email: lcruzcaliz@alachuacounty.us

Purpose

The Alachua County Arts Council (“the Committee”) invites artists or artist teams to respond to this Call to Artists for a Justice themed outdoor sculpture for the new Court Complex building which will house the Court, Clerk of Courts, Court Services, and Court Security. The building construction is expected to be complete in early 2026.

Background

The mission of the County public arts program is to “enhance the quality of the visual environment in Alachua County, thereby adding to the quality of life and the level of citizen awareness of the importance of aesthetic experience in their everyday lives.”

The mission of the Florida Judicial Branch is “to protect rights and liberties, uphold and interpret the law, and provide for the peaceful resolution of disputes.”

The office of the Clerk is created in Article V and Article VIII of the Florida Constitution. The Clerk is an officer of the court of justice whose responsibilities are mandated by the Constitution as well as state and local laws. The Office of the Clerk is a complex organization that performs a wide range of record keeping, information management and financial management for the public, the judicial system and county government.

The mission of Alachua County Court Services Department is “to reduce the need of incarceration by providing the court with timely and accurate information, provide community-based supervision and therapeutic services with an emphasis on accountability and public safety.”

The Justice themed outdoor sculpture will be located at the new Court Complex building. Construction of the building is expected to be complete in early 2026. The inspiration for the Justice themed sculpture is pictured below. The sculpture should not be a replica, but should an original, one-of-a-kind work of art.



Contemplation of Justice



Guardian of Law

Eligibility

This call is an open call to all artists who have prior experience with exterior sculptures.

Deadline

Submittals are due **Wednesday, xxx, 2024 at 2:00 p.m. and may be mailed or hand delivered to Alachua County Administration Building, Procurement, 12 SE 1 Street, Third Floor, Gainesville, FL 32601-4569.**

Budget

The budget for this project is \$100,000, which includes, but is not limited to, artists fees, other consultants’ and subcontractors’ fees, insurance conforming to Alachua County Board of County Commissioners standards, engineering, materials fabrication, transportation, installation (including any site modification), and post-installation documentation.

Scope of Services / Project Details

The Evaluation Team will consist of interested stakeholders and the Alachua County Arts Council. This art work will be an exterior sculpture. It will be located at the new Court Complex and, therefore, must be vandal and weather resistant.

Location

The Court Complex building will be constructed immediately adjacent to the Alachua County Criminal Courthouse located at 220 S Main St, Gainesville, FL 32601.

Submittal/Proposal Requirement

Please review the score sheet prior to completing the proposal. All information must be provided in order to be considered a complete proposal.

1. A resume which includes your 1) name, address and contact information, 2) credentials, experience and awards 3) name/address and contact information of locations where prior work is on public display.
2. Between 5 and 10 digital photos of your existing outdoor sculpture you have created. The photos should be of the same sculpture, both close up and distant, showing details, height and scale of the work.
3. Name and contact information of three references who are prior clients - include the name of the project.

Selection Process

The Evaluation Team will review the submittals and recommend the top 2-3 artists to the Board of County Commissioners to be invited to develop a conceptual sketch of the sandhill crane sculpture. The selected artists will each be paid \$150 for their sketch. Sketches will be due within 30 calendar days of notification. The sketches will then be presented to the Board of County Commissioners for final selection of the artist who will be commissioned to complete the sculpture. The Commission may also choose to reject all submissions and re-advertise the Call to Artists.

Requirements and Criterion Evaluation Factors and Points

Quality of Resume	0-10 points
Artist is an Alachua County Resident	10 point bonus added to total
Likelihood that artist can successfully complete the art with the available funding. Have they finished past projects within budget?	0-15 points
Reference Check (case-by-case basis)	
Describe art installation and maintenance requirements for weather and vandalism.	0-15 points
Artistic quality of submitted materials	0-30 points
Creativity	0-15 points

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

PUBLIC ART CALL TO ARTISTS (CTA)

for a

**Sandhill Crane Outdoor Sculpture for the
Conservation Lands Building**



Submittal Deadline:

Any response received after the above submittal deadline will not be considered.

Alachua County Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
Phone: 352.374.5202 or Fax: 352.491.4569

Inquiries/Questions: Leira Cruz Caliz

Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, FL 32601-6983
Email: lcruzcaliz@alachuacounty.us

Purpose

The Alachua County Arts Council (“the Committee”) invites artists or artist teams to respond to this Call to Artists for a Sandhill Crane outdoor sculpture (preferably made from recycled materials) for the Conservation Lands building. The building construction is expected to be complete in late 2025 or early 2026.

Background

The mission of the County public arts program is to “enhance the quality of the visual environment in Alachua County, thereby adding to the quality of life and the level of citizen awareness of the importance of aesthetic experience in their everyday lives.”

The mission of Alachua County Conservation Lands is “To acquire, improve and manage environmentally significant lands that protect water resources, wildlife habitat, and natural areas suitable for resource-based recreation.”

The sandhill crane sculpture, preferably made from recycled materials, will be located on the existing public trailhead adjacent to the new Conservation Lands building. Photographs of similar trailhead parking lot locations for reference as to site conditions, kiosk/fencing style, and general appearance of county preserve trailheads are provided below. The art installation would be near the trailhead kiosk, outside of the fenced parking area. The project location is 8191 NW 43rd St, Gainesville , FL 32653.



Eligibility

This call is an open call to all artists who have prior experience with exterior sculptures.

Deadline

Submittals are due Wednesday, xxx, 2024 at 2:00 p.m. and may be mailed or hand delivered to Alachua County Administration Building, Procurement, 12 SE 1 Street, Third Floor, Gainesville, FL 32601-4569.

Budget

The budget for this project is \$20,000, which includes, but is not limited to, artists fees, other consultants’ and subcontractors’ fees, insurance conforming to Alachua County Board of County Commissioners standards, engineering, materials fabrication, transportation, installation (including any site modification), and post-installation documentation.

Scope of Services / Project Details

The Evaluation Team will consist of interested stakeholders and the Alachua County Arts Council. This art work will be an exterior sculpture. It will be located at a public trailhead and, therefore, must be vandal and weather resistant, preferably made from recycled/repurposed materials.

Location

The Conservation Lands building and adjacent trailhead will be located at 8191 NW 43rd St, Gainesville , FL 32653.

Submittal/Proposal Requirement

Please review the score sheet prior to completing the proposal. All information must be provided in order to be considered a complete proposal.

1. A resume which includes your 1) name, address and contact information, 2) credentials, experience and awards 3) name/address and contact information of locations where prior work is on public display.
2. Between 5 and 10 digital photos of your existing outdoor sculpture you have created. The photos should be of the same sculpture, both close up and distant, showing details, height and scale of the work.
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Requirements and Criterion Evaluation Factors and Points

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Artist is an Alachua County Resident	10 point bonus added to total
Likelihood that artist can successfully complete the art with the available funding. Have they finished past projects within budget?	0-15 points
Reference Check (case-by-case basis)	
Describe art installation and maintenance requirements for weather and vandalism.	0-15 points
Artistic quality of submitted materials	0-30 points
Creativity	0-15 points





CTA 25-500-LC

Fire Rescue Training Facility Fire and EMS

Training Themed Mural

Evaluation Team Training

Prepared by:

Leira Cruz Cáliz, Procurement Agent III

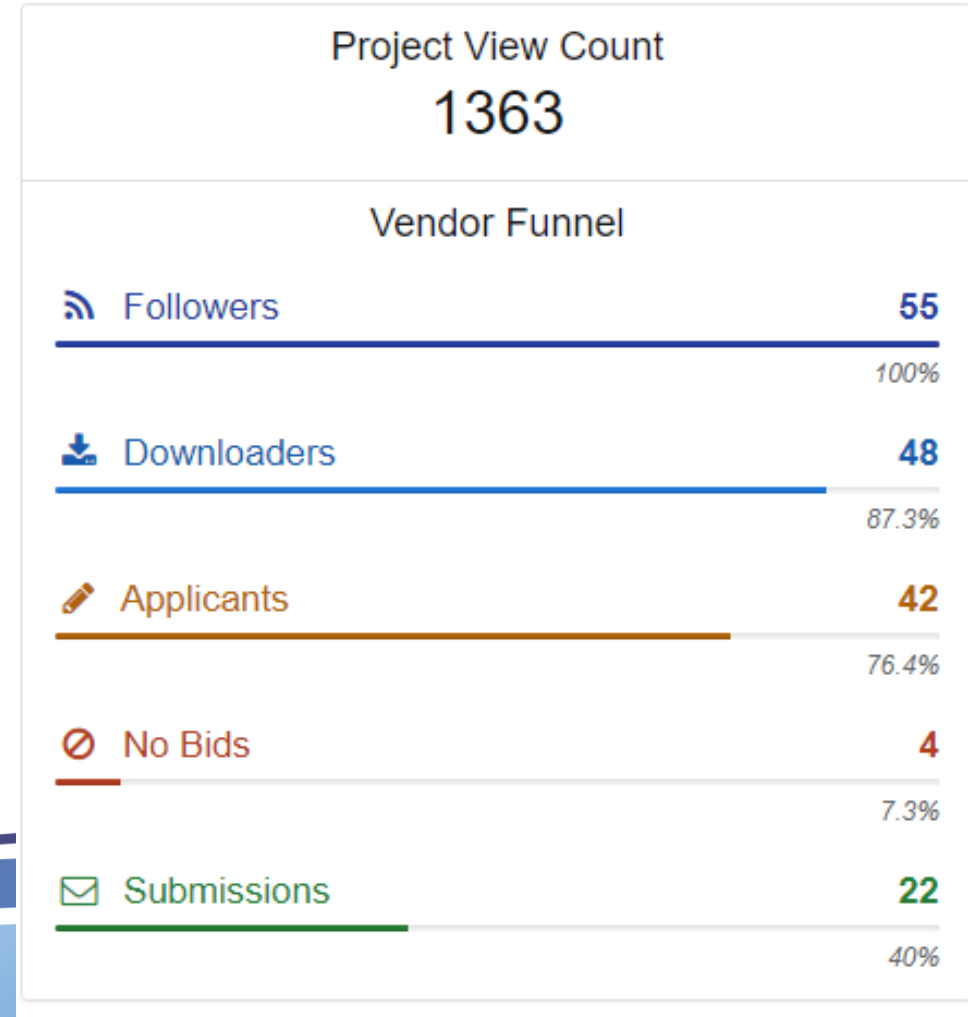
Agenda

A background image showing a person's hand holding a black pen and writing in a blue notebook. The notebook is open on a wooden desk, and the background is softly blurred.

- About the Call to Artist
- Conflict of Interest
- Cone of Silence
- Before and During the Public Meeting
- Evaluation Criteria
- OpenGov
- Reminders

About the Call to Artist

- Advertised via OpenGov
- Released June 26, 2024
- Closed July 24, 2024



Conflict of Interest

Evaluation Team members must verify that they do not have an actual or potential conflict of interest with any of the listed Artists, prior to evaluating.

Make sure you contact Procurement if you do!

Cone of Silence

- Members of the Evaluation Team are prohibited from communicating about the RFP, or any of its components, to:
 - Other members of the Evaluation Team,
 - An Artist,
 - A representative of an Artist
 - Board of County Commissioners

This is a second-degree felony

Before the Public Meeting

It is expected of that every Evaluation Team Member will have read all submittals and submitted all scores in OpenGov 2 days prior to the deadline.

During the Public Meeting

Public Meeting Minutes (Record)

Ranking for RFP 24-23-LC Annual Professional Surveying Services

Date: Monday, December 11, 2023

Start Time: 2:02 pm

Location: 12 SE 1st Street, 3rd Floor Conference Room

- These Public Meetings are recorded.
- Procurement will administer the Public Meeting.

1. **Call Meeting to Order**

2. **RFP Process Overview for Today's Meeting**

- 2.1. Good afternoon, I am Leira Cruz Cáliz with Procurement, and I will be administrating this meeting. I will be acting as the Committee Chair (non-voting member), introduce committee, Brian Kauffman (Leader), Kevin F. Whitcraft, and Daniel Whitcraft.
- 2.2. Thank you, committee, for taking the time out of your busy schedule to evaluate these proposals. This meeting is open to the citizen attending this Public Meeting; this meeting is open to the public, and you will have an announced time (3 minutes; no response required) for public comments. Please review the agenda on the screen.
- 2.3. The RFP team will be evaluating vendors' proposal, discussing their scores, and approving the Top Ranking. This Team's final ranking will be submitted to the BoCC for their approval and authority to negotiate a contract.

3. **RFP Committee Members Process Instructions**

- 3.1. **First**, I have collected all signed Disclosure Forms (Conflict of Interest), and I will show them on the screen and discuss if necessary.
- 3.2. **Second**, provide procurement points to members for VOW.
- 3.3. Due to the cone-of-silence imposed on the committee members, this is the first occasion members will be able to talk and work together as a committee.
- 3.4. *As committee members you have broad latitude in your discussions, deliberations and ranking proposals.*

During the Public Meeting



Evaluation Team Members will have broad latitude during discussions, deliberations and ranking. Members must not be arbitrary and/or capricious



Evaluation Team Members will have the opportunity to change scores due to collective findings during the Public Meeting

During the Public Meeting

All members must agree before a score of zero (0) can be given for the entire proposal. You must explain how the proposer did or did not meet minimum expectations using the evaluation criteria as your guide.

Access to OpenGov

As part of an Evaluation Team, each member will have access to the proposals and evaluations via OpenGov.

<https://procurement.opengov.com/governments/3521/projects>

Reminders

- Do not talk to other members, applicants or representative of Artists about the RFP.
- Submit scores two days before the meeting

OpenGov

Hi Leira,

You have been added as an evaluator for Alachua County, Florida to the project [RFP 22-303-LC: TEST RFP Construction Manager at Risk for County Fire and Emergency Medical Services Stations](#) by Leira Cruz Cáliz, CAPM, CPPB.


The evaluation criteria have been finalized and all vendor proposals have been uploaded. The project is all set for you to start your evaluation!

Please Note: You will be required to consent to a Proposal Viewer Agreement before viewing proposals and starting your evaluation.

Start Evaluation



Conflict of Interest

display  Award Project

PROFESSIONAL SERVICES EVALUATION HANDBOOK


INSTRUCTIONS AND PROCEDURES

Be prepared to come to the Evaluation Committee meeting with your score sheets filled in and submitted to procurement 2 days prior to the public meeting; you will be allowed to modify your scores as a result of the collective findings, and during the Evaluation Committee meeting. Every evaluation committee member must attend the meeting having read all of the submittals and filled (completed) in the score sheets; anyone coming unprepared will be removed from the committee or cause the meeting to be re-scheduled. You must submit a score for each evaluation criteria category for all firms.

SCORING –All members must agree before a score of zero (0) can be given; this means the contractor was non-responsive in his answer (not just fair or poor). You may have to justify with a written comment any score, but must explain how the contractor did or did not meet minimum expectations using the table on the score sheet as your guide.

1. There must be no contact regarding this project between Committee Members,

Done

 Proposal Viewer Agreement Accepted



TEST RFP Construction Manager at Risk for County Fire and Emergency Medical Services Stations

Following

2 followers

Request For Proposal Procurement 33500, 51500

Project ID: RFP 22-303-LC

Release Date: Thursday, November 18, 2021 · Due Date: Friday, January 21, 2022 10:21am

Private Bid Posted Friday, January 21, 2022 10:19am

Bid Unsealed Thursday, December 2, 2021 10:06am Pricing Unsealed Thursday, December 2, 2021 10:20am

All dates & times in Eastern Time

EVALUATION

Evaluation Overview

Proposals

Evaluators

My Evaluations

Aggregate Evaluations

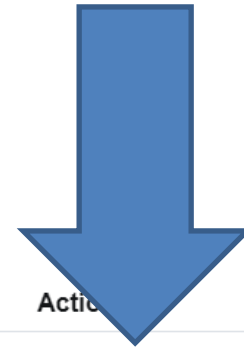
My Evaluations

List of vendor proposals to evaluate

Proposal Viewer Agreement Accepted
Apr 20, 2022 2:45 PM

Compare Proposals Compare Scores

Vendor	Status	Progress	Actions
ABC123	Not Started	<div style="width: 100%; height: 10px; background-color: #ccc;"></div>	Scorecard Notes Submit Scores
In House, Inc.	Not Started	<div style="width: 100%; height: 10px; background-color: #ccc;"></div>	Scorecard Notes Submit Scores



Ability of Professional Personnel = 50 points maximum

Points Based | 50 Points (50% of total)

- A. Resumes of the key staff support the firm's Competency in doing this type of work? Key staff includes the Project Manager, and other project team professionals.
- B. Has the firm done this type of work in the past?
- C. Is any of this work to be subcontracted? If so, what are the abilities of the firm(s) to be subcontracted?
- D. Based on questions above, award points as follows:
 - 1. 21-30 points - Exceptional Experience
 - 2. 11-20 points - Average Experience
 - 3. 0-10 points - Minimal Experience
- E. Has the company or key staff recently done this type of work for the County, the State, or for local government in the past?
 - 1. If the work was acceptable, award up to ten (10) points.
 - 2. If the firm has not done this type of work, award zero (0) points.
 - 3. If the work was unacceptable, deduct up to ten (10) points and note why.
- F. Are there factors, such as unique abilities, which would make a noticeable (positive) impact on the project?
 - 1. If the answer is yes, award from one (1) to ten (10) points and note reasons.
 - 2. If the answer is no, award zero (0) points.

Score (0-50 Points)



Comment (optional)



Volume of Previous Work (VOW) awarded by the County

Points Based | 5 Points (5% of total)

Points Provided by Procurement.

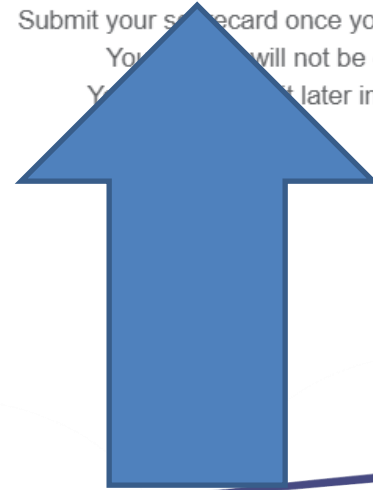
Score (0-5 Points)

0 5

Comment (optional)

[Submit Scores](#) [Save](#) [Save & Close](#)

Submit your scorecard once you have completed scoring for each item.
Your scores will not be counted until they are submitted.
You can save your scores later in case you need to make changes.



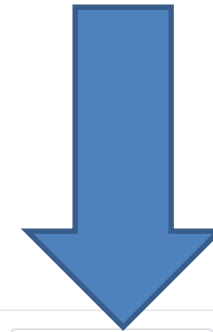
My Evaluations

List of vendor proposals to evaluate

 Proposal Viewer Agreement Accepted
Apr 20, 2022 2:45 PM

[Compare Proposals](#) [Compare Scores](#) ▾

Vendor	Status	Progress	Actions
ABC123	✓ Submitted	<div style="width: 100%;"><div style="width: 100%; background-color: #2e7d32; color: white; text-align: center; padding: 2px;">✔ Complete!</div></div>	Scorecard Notes Unsubmit
In House, Inc.	⌚ Not Started	<div style="width: 100%;"><div style="width: 0%; background-color: #ccc; height: 10px;"></div></div>	Scorecard Notes Submit Scores





Questions?

Thank you