

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

Agenda Item:

APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO A FIRST ADDENDUM TO ARTIST AGREEMENT FOR ART IN PUBLIC PLACES NEW VILLAGE HALL WITH ARTIST BETH NYBECK. BY MARIO PISANI, PUBLIC ART PROFESSIONAL.

Issue:

The Village of Royal Palm Beach (“Village”) and Beth Nybeck (“Artist”) entered into an Agreement for Art in Public Places New Village Hall (“Agreement”) on December 7, 2023. The Artist has requested a modification to the Agreement to extend the completion date and revise the payment schedule. The Artist requests that the completion date be extended from June 2024 to November 29, 2024. The Artist requests that the payment schedule be revised from payment upon completion and installation of the approved “Rooted” sculpture to the following payment schedule for the remaining Phase III which includes commission and installation of the piece:

Specifically, Artist shall be compensated for Phase III in the amount of Ninety Thousand Dollars (\$90,000.00) as set forth below:

- Thirty Thousand Dollars (\$30,000) upon commencement of Phase III;
- Twenty-Five Thousand Dollars (\$25,000.00) when “Rooted” sculpture is fifty percent (50%) complete as documented by Artist through photographic and video evidence provided to the Village at the time of partial payment request by Artist;
- Twenty-Five Thousand Dollars (\$25,000.00) when “Rooted” sculpture is one hundred percent (100%) complete and ready for transport as documented by Artist through photographic and video evidence, and proof of insurance covering transportation provided to the Village at the time of partial payment request by Artist; and
- Ten Thousand Dollars (\$10,000.00) upon final delivery and installation of the “Rooted” sculpture and close out of all required building permits for the art piece, foundation and lighting.

Early on in discussions about this contract, a performance bond was introduced to guarantee completion of the sculpture by either the Artist or the Village. The Artist was not amendable to providing the performance bond. Accordingly, the agreement was structured to provide payment to the Artist only upon installation of the sculpture at the approved Village Hall location.

Recommended Action:

Initiator	Village Manager	Agenda Date	Village Council
Public Art Prof.	Approval	6-20-2024	Action

If Village Council wishes to proceed with the purchase of the Village Hall sculpture “Rooted”, Staff recommends approval.

Initiator	Village Manager	Agenda Date	Village Council
Public Art Prof.	Approval	6-20-2024	Action

**FIRST ADDENDUM TO ARTIST AGREEMENT FOR ART IN PUBLIC PLACES
NEW VILLAGE HALL**

THIS FIRST ADDENDUM TO ARTIST AGREEMENT FOR ART IN PUBLIC PLACES NEW VILLAGE HALL (“First Addendum”), made and entered into this ____ day of June, 2024, effective immediately, by and between the Village of Royal Palm Beach, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411, hereinafter referred to as the “Village”, and Beth Nybeck whose mailing address is 3017 De Groff Way, Kansas City, MO 64018, hereinafter referred to as the “Artist”.

WHEREAS, the Village and Artist entered into an Agreement for Art in Public Places New Village Hall (“Agreement”) on December 7, 2023; and

WHEREAS, the parties desire to modify the Agreement to extend the completion date and revise the payment schedule.

NOW THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Village and Artist agree as follows:

Section 1: The foregoing recitals are true and correct and are hereby incorporated in to this First Addendum as if fully set forth in this Section 1.

Section 2: Section 3.4 of the above-referenced Agreement is hereby repealed in its entirety and is replaced by the following:

The Artist is required to coordinate with Village Staff to prepare, install and complete the public art Project in accordance with provisions of this Agreement. The Village is not responsible for negotiating, coordinating or managing the public art Project timeline. The Public Art Professional will monitor the Project and from time to time document the public art Project’s progress. The Project is estimated to begin within thirty (30) calendar days of Village Council approval of Architectural and Aesthetic Review Application No. 23-157 (AIPP), with an estimated completion date of November 29, 2024.

Section 3: Section 5.1.2 of the above-referenced Agreement is hereby repealed in its entirety and is replaced by the following:

5.1.2 If Architectural and Aesthetic Review Application No. 23-157 (AIPP) is approved by the Village Council at public hearing, the Village shall compensate the Artist for Phase III as set forth in the Certified Cost Estimate in Exhibit “A”. Specifically, Artist shall be compensated for Phase III in the amount of Ninety Thousand Dollars (\$90,000.00) as set forth below:

- Thirty Thousand Dollars (\$30,000) upon commencement of Phase III;
- Twenty-Five Thousand Dollars (\$25,000.00) when “Rooted” sculpture is fifty percent (50%) complete as documented by Artist through photographic and video evidence provided to the Village at the time of partial payment request by Artist;
- Twenty-Five Thousand Dollars (\$25,000.00) when “Rooted” sculpture is one hundred percent (100%) complete and ready for transport as documented by Artist through photographic and video evidence, and proof of insurance covering transportation provided to the Village at the time of partial payment request by Artist; and
- Ten Thousand Dollars (\$10,000.00) upon final delivery and installation of the “Rooted” sculpture and close out of all required building permits for the art piece, foundation and lighting.

The total compensation amount for Phases I, II and III not to exceed One Hundred Thousand Dollars (\$100,000.00). In accordance with Section 26-75.5(f) of the Village Code, the cost of art encumbered from Village capital facility budgets shall not exceed One Hundred Thousand Dollars (\$100,000.00) per public facility.

Section 4: This First Addendum shall be attached to the current Agreement and shall become a part thereof. Further, the parties agree as follows:

- A. All other text and exhibits contained in the original Agreement shall remain in full force and effect unchanged and shall be applicable to this First Addendum. The original Agreement shall be appended to this First Addendum for such purposes.
- B. This First Addendum may be modified only by the mutual and written consent of both parties.
- C. If any provision or any portion contained in this First Addendum is held unconstitutional, invalid or unenforceable, the remainder of this First Addendum, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Witnesses to Artist:

Artist

Beth Nybeck

Witnesses to Village:

Village of Royal Palm Beach

Raymond C. Liggins, P.E.
Village Manager