



**Budget Amendment Form**

<b>Department</b>	<b>Capital Projects</b>	<b>Date</b>	<b>11/9/2023</b>
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**Fund(s) to be changed: Capital Projects GOB Parks Fund**

<b>GL Account</b>	<b>GL Line Item</b>	<b>Transfer to:</b>	<b>Transfer from:</b>
<a href="#">326.61.572.6201</a>	Park Improvements	\$ 30,000.00	
<a href="#">326.00.389.3890</a>	Appropriation of Fund Balance		\$ 30,000.00
<b>TOTAL (Columns must be equal)</b>		<b>\$ 30,000.00</b>	<b>\$ 30,000.00</b>

**Description:**

Appropriation of GOB Parks Capital Fund Balance for Capital Project CP24-08



EXHIBIT "B"



Budget Amendment Form

Department	Capital Projects	Date	11/9/2023
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Fund(s) to be changed: Capital Projects GOB Parks Fund

GL Account	GL Line Item	Transfer to:	Transfer from:
<a href="#">326.61.572.6201</a>	Park Improvements	\$ 30,000.00	
<a href="#">326.00.389.3890</a>	Appropriation of Fund Balance		\$ 30,000.00
<b>TOTAL (Columns must be equal)</b>		<b>\$ 30,000.00</b>	<b>\$ 30,000.00</b>

Description:

Appropriation of GOB Parks Capital Fund Balance for Capital Project CP24-08

**RESOLUTION NO. 2023-140**

**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING PAINTED, INCORPORATED FOR THE ISLAND WALK SOUTH PLAZA MURAL PROJECT; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on or about July 24, 2023, North Bay Village (the "Village") issued a Call to Artists (the "Solicitation") for a mural design and installation (the "Services") to be located on the southern base of the east 79th Street Causeway bridge (the "Property"); and

**WHEREAS**, 44 sealed bids were received by the Solicitation deadline; and

**WHEREAS**, on September 27, 2023, an Evaluation Committee appointed by the Village Manager shortlisted the responding artists and ranked the artists in the following order: 1. Painted, Incorporated; 2. Evoca1; and 3. Rafael Blanco; and

**WHEREAS**, the Village Commission desires to select Painted, Incorporated (the "Artist") as the most responsive, responsible, and qualified artist for the Services; and

**WHEREAS**, the Village Commission desires to authorize the Village Manager to negotiate and execute an agreement with the Artist in an amount not to exceed \$30,000; and

**WHEREAS**, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

**WHEREAS**, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

**WHEREAS**, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein; and

**WHEREAS**, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Selection.** That the Village Commission hereby selects the Artist for the Services.

**Section 3. Authorization.** That the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement with the Artist, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed budgeted funds, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. In the event the Village Manager is unable to negotiate a satisfactory agreement with the top-ranked artist, then the Village Manager is authorized to negotiate an agreement with the next highest ranked artist in order of ranking until a mutually acceptable agreement is reached.

**Section 4. Amending Budget.** That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Mayor Latham who moved its adoption. The motion was seconded by Commissioner Cuk and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

**PASSED AND ADOPTED** on this 9<sup>th</sup> day of November, 2023.

*B. Latham*

\_\_\_\_\_  
Brent Latham, Mayor

ATTEST:

*Alba L. Chang*

\_\_\_\_\_  
Alba L. Chang, CMC  
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

*Hayden*

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, PL  
Village Attorney

**EXHIBIT "A"**

**ARTIST AGREEMENT  
BETWEEN  
NORTH BAY VILLAGE  
AND  
PAINTED, INCORPORATED**

**THIS ARTIST AGREEMENT** ("Agreement") is made on \_\_\_\_\_, 2023 ("Effective Date") by and between **NORTH BAY VILLAGE**, a Florida municipal corporation, ("Village"), and **PAINTED, INCORPORATED**, a Florida not for profit corporation ("Artist"). The Village and Artist are hereinafter collectively referred to as the "Parties."

**RECITALS**

On July 24, 2023, the Village issued a Call to Artists (the "Solicitation"). A copy of the Solicitation is attached hereto and incorporated herein as **Exhibit A**.

The Solicitation calls for the design, creation, and installation of a mural at the Village's Island Walk South Plaza wall (the "Site"). The Site is further described and depicted in **Exhibit B** attached hereto and incorporated herein.

In response to the Solicitation, Nicole Holderbaum, on behalf of Painted, Incorporated, submitted an artist statement, resume, and work samples (the "Response") to perform the services contemplated by the Solicitation by painting a wildlife scene including the flora and fauna found in the Village area (the "Artwork"). A copy of the Response is attached hereto and incorporated herein as **Exhibit C**.

On November 9, 2023, the Village Commission adopted Resolution No. 2023-140 selecting the Artist to design, create, and install the Artwork and perform the Services, as defined in this Agreement and **Exhibit D**, and authorized the Village Manager to negotiate and execute an agreement with the Artist.

Nicole Holderbaum, individually, joins and consents to the terms of this Agreement pursuant to the Joinder and Consent attached hereto and incorporated herein as **Exhibit E**.

The Village and the Artist, through mutual negotiation, have agreed upon a fee for the Artist to paint the Artwork and provide the Services.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

**1. Scope of Services.**

**1.1.** The Artist shall perform the Services set forth in the Scope of Services attached hereto as **Exhibit "D"** (the "Services"). The Artwork shall be installed at the Site consistent with the provisions of Exhibit D attached hereto.

**1.2.** The Services shall be produced to the Village's satisfaction. The quality of the complete Artwork shall meet all applicable industry standards. The Village shall have the right to

approve or reject the Artwork or any portion thereof. The display and location of the Artwork shall be determined in the sole discretion of the Village.

**2. Term.**

- 2.1. The Artist shall complete the Services by no later than February 1, 2024 (the “Completion Date”).
- 2.2. The term of this Agreement shall be from the Effective Date through the Completion Date, unless terminated or extended as specified herein.
- 2.3. Artist agrees that time is of the essence and Artist shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

- 3.1. The Village shall pay the Artist a total fee in the amount of \$30,000.00 (the “Fee”) for the creation of the Artwork and delivery of the Services. The Fee shall be paid to the Artist as follows:
  - 3.1.1. \$15,000 shall be paid to the Artist within five (5) days of the Effective Date and shall constitute a non-refundable deposit for the performance of the Services (the “Deposit”); and
  - 3.1.2. \$15,000 shall be paid to the Artist within fourteen (14) days following the final completion of the Artwork.
- 3.2. The Fee shall constitute full compensation from Village to Artist for any and all services, costs, and expenses related to the Services performed under this Agreement, including the irrevocable, perpetual license. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- 3.3. Artist shall deliver an invoice to Village upon completion of all Services detailing Services completed and the amount due to Artist under this Agreement. The Village shall pay the Artist in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**4. Subcontractors.**

- 4.1. Artist shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2. Artist may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager’s sole and absolute discretion.

**5. Village’s Responsibilities.**



5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Artist to assist Artist in performing the Services.

5.2. Upon Artist's request, Village shall reasonably cooperate in arranging access to public information that may be required for Artist to perform the Services.

6. **Artist and Artist Responsibilities; Representations and Warranties.**

6.1. The Artist shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by an artist under similar circumstances. If the Village determines that the Artwork is incorrect, not properly rendered, defective, or fails to conform to the Village requests, the Village shall notify the Artist within thirty (30) days from the date of the Village's final acceptance of the Artwork (as defined in Section 6.b. of Exhibit D). Upon receipt of such notice, the Artist shall, at Artist's sole cost and expense, correct the Artwork within thirty (30) days.

6.2. The Artist hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Artist further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Artist represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Artist have been duly authorized, and this Agreement is binding on Artist and enforceable against Artist in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

6.4. The Artist represents and warrants that all work performed pursuant to this Agreement, including but not limited to the Artwork, is an original creation and does not infringe upon or violate any copyrights or other rights of any person, firm, or organization.

6.5. Artist does hereby indemnify and hold the Village harmless from and against any and all claims and liabilities that may arise as a result of any breach of the foregoing representation and warranty.

6.6. The Artist shall not disseminate publicity or news releases regarding the Artwork without the prior written approval of the Village during the Term of this Agreement. Artist may use images of the Artwork for their portfolio and non-commercial promotional use.

7. **Ownership and Intellectual Property Rights.**

7.1. **Ownership.** Title to the Artwork shall pass to the Village upon the Village's written final acceptance and payment for the Artwork pursuant to Section 3.2.

**7.2. Copyright.** Subject to the restrictions and usage rights and licenses granted to the Village hereunder, and unless otherwise agreed to by the parties in writing, Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Artwork.

**7.3. Village's Intellectual Property Rights.**

**7.3.1.** Artist grants to Village an irrevocable, perpetual license to reproduce the image of the Artwork, including but not limited to digital and/or photographic reproductions, and to authorize third parties to do the same for the Village's use as contemplated by this Agreement. All reproduction by the Village may contain a credit to the Artist. The Artist shall not make any claim to the copyright of the Artwork or transfer in the ownership of the copyright that conflicts with the Village's irrevocable and perpetual license.

**7.3.2.** Artist acknowledges and agree that the process of photographing, digitizing, printing, and/or reproducing images of the Artwork may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to utilize the image of the original Artwork for any purpose, in the Village's sole discretion.

**7.3.3.** The Artist authorizes the Village to use the Artwork solely for the purposes set forth in this Agreement including photographic, filmed, or videotaped reproductions created by the Village for advertisement, publicity, exhibition, publication, or other promotional activities.

**7.3.4.** Artist further agrees that the Village, without charge to the Village, may make photographs or other reproductions, including publication or recordings of the Artwork without payment of royalty or other payment to Artist.

**7.4. Third Party Infringement.** Artist represents and warrants that the Artwork is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. The Village is not responsible for any third party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify the Village against any claims brought against Village alleging that the Artwork infringes on intellectual property rights of any third parties.

**7.5. Waiver of Artists' Rights.**

**7.5.1.** The parties agree that the Artwork may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990 ("VARA"), specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a) and §113(d)(1). Artist understands and agrees that installation of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification, by reason of its removal, and that the Village has the absolute right to remove the Artwork in its sole discretion.

7.5.2. Artist, as author of the Artwork, is authorized to waive the rights conferred by 17 U.S.C. §106A(a) and §113(d)(1), in accordance with the waiver provisions of §106A(e)(1) and §113(d)(1)(B), and hereby agrees to permanently waive voluntarily all rights pursuant to such provisions with respect to the Artwork, and any and all claims as may arise thereunder, or any other local, state foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), to prevent any removal of the Artwork that would cause the destruction, distortion, mutilation, or other modification of the Artwork. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

7.5.3. The Village has the absolute right to remove, repair or restore the Artwork, in whole or in part, in the Village's sole discretion. The Village will use its best efforts to repair or restore the Artwork in accordance with the maintenance manual provided by the Artist. With respect to significant or substantial repairs or restorations, the Village will use its best efforts to consult with the Artist prior to such repair or restoration of the Artwork. Notwithstanding, Artist specifically waives the right to claim any remedy concerning the modification, removal, or alteration of the Artwork or portion thereof.

## 8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Artist, or immediately with cause.

8.2. Upon receipt of the Village's written Notice of Termination, Artist shall immediately stop work on the Services unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Artist shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Artist has first complied with the provisions of Paragraph 8.4.

8.4. The Artist shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

## 9. Insurance.

9.1. Artist shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as Additional Insured, underwritten by a firm rated A-X or better by A. M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Artist's insurance and shall not contribute to the Artist's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Artist. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. No employee, subcontractor or agent of the Artist shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Artist must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Artist shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Artist in performance of this Agreement. The Artist's insurance, including that applicable to the Village as Additional Insured, shall apply on a primary basis and any

other insurance maintained by the Village and shall be in excess of and shall not contribute to the Artist's insurance. The Artist's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Artist shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination**. During the term of this Agreement, Artist shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial**.

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification**.

**12.1.** Artist shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Artist's and Artist's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Artist and third parties made pursuant to this Agreement. Artist shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Artist's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Artist acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Artist during the term of this Agreement (“Work Product”) belong to the Village. Artist shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Artist agrees to keep and maintain public records in Artist’s possession or control in connection with Artist’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Artist involving transactions related to this Agreement. Artist additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 the Agreement, and following completion of the Agreement until the records are transferred to the Village.

**16.3.** Upon request from the Village’s custodian of public records, Artist shall provide the Village 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Artist shall be delivered by the Artist to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Artist shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Artist shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Artist shall be withheld until all records are received as provided herein.
- 16.7. Artist's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.**
17. **Nonassignability.** This Agreement shall not be assignable by Artist unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Artist, and such firm's familiarity with the Village's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Artist and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Artist shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this

Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** The provisions contained in Section 7 shall survive the expiration or termination of this Agreement. Additionally, any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Artist warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Artist, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Artist, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Artist shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Artist acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
27. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.
28. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or



loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Artist that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

**29. Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

**29.1.1.** Agreement

**29.1.2.** Exhibit E: Joinder and Consent

**29.1.3.** Exhibit D: Scope of Services

**29.1.4.** Exhibit B: Site Description/Photos of Island Walk South Plaza

**29.1.5.** Exhibit A: Solicitation (Call to Artists issued July 24, 2023)

**29.1.6.** Exhibit C: Artist’s Response to Solicitation

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**NORTH BAY VILLAGE**

**PAINTED, INCORPORATED**

By: \_\_\_\_\_  
Dr. Ralph Rosado, AICP  
Village Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Attest:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Alba L. Chang, CMC  
Village Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman,  
P.L.  
Village Attorney

**Addresses for Notice:**

North Bay Village  
Attn: Dr. Ralph Rosado, AICP, Village  
Manager  
1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
North Bay Village, FL 33141  
305-758-7171 (telephone)  
rrosado@nbvillage.com (email)

**Addresses for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman,  
P.L.  
Attn: Haydee Sera, Esq.  
North Bay Village Attorney  
2800 Ponce de Leon Boulevard, 12<sup>th</sup> Floor  
Coral Gables, FL 33134  
hsera@wsh-law.com (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email)

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all Artists doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subconsultants.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**EXHIBIT A**

**[CALL TO ARTISTS ON PAGES THAT FOLLOW]**

# Call to Artists



## Island Walk – South Plaza

# Brief

**Project Names**

Island Walk – South Plaza

**Owner**

North Bay Village

**Budget**

\$30,000

**Location**

Southern Base of East 79<sup>th</sup> Street Bridge  
North Bay Village, FL

**How to Apply**

Deadline: Wednesday, August 23<sup>rd</sup>, 11:59PM

Submit at:

[publicart@nbvillage.com](mailto:publicart@nbvillage.com)

Submission should include:

-5 samples of completed work

-CV

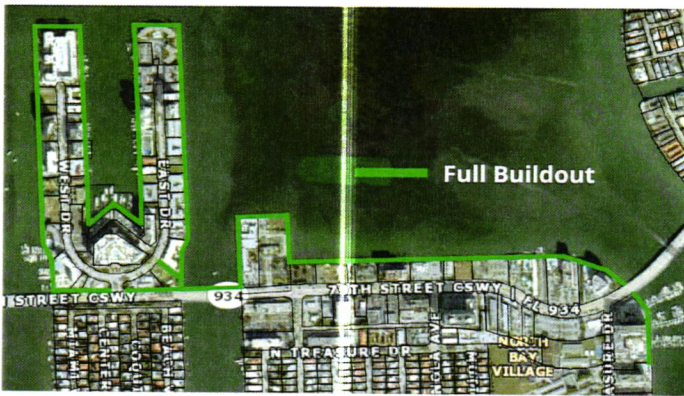
-Brief artist statement of how vision aligns with  
North Bay Village brand and vision

**Eligibility**

Open to professional visual artists or artist-led teams.  
Eligible artists create artwork on a regular basis for a  
duration of time.

## Detailed Description

North Bay Village's Island Walk is a pedestrian promenade that will ultimately connect the village's multifamily, commercial, and mixed-use properties along the rear of the parcels; it is designed to provide residents and visitors with scenic views of Biscayne Bay in a recreational and artistic setting. Island Walk segments are located primarily along the northern boundaries of Treasure Island, along the South Plaza on Treasure Island (where this project will be located), and at key locations on Harbor Island. Additional segments are added almost yearly.



In 2019, the Village completed the Island Walk South Plaza, located between the East 79th Street Bridge and the Grandview Palace Condominium.



(Work on the North Plaza, located between the East 79th Street Bridge and the Bridgewater Condominium, is expected to commence in Summer 2023 and be completed by Summer 2024. It will yield a separate Call to Artists in 2024.)

## About North Bay Village

North Bay Village (NBV) is a 3-island city located in Biscayne Bay between Miami and Miami Beach, serving as the northernmost access/evacuation route of four causeways connecting the two major, metropolitan cities in Miami-Dade, one of the US' most populous counties. As a result, NBV's main boulevard (Kennedy Causeway, aka State Road 934) is among Florida's busiest roads, with @42,000 vehicles/day. NBV has over 8,200 residents in just over 1/3-square-mile of land, making it Florida's 2nd densest city; almost 3/4 of NBV residents are Latino, African American or Asian, making it one of the US' most diverse (US Census). Given its density, location, and daily car trips, Miami-Dade has designated Kennedy Causeway and its adjacent roads as a principal "public art gateway corridor" countywide.

While celebrating its 75th anniversary in 2020, pursuant to dozens of public engagement meetings involving hundreds of residents, the NBV Village Commission unanimously adopted the NBV100 Master Plan ([northbayvillage-fl.gov/nbv-100/](http://northbayvillage-fl.gov/nbv-100/)), setting a vision for the Village's next 25 years (75 + 25 = 100, hence NBV100). The Florida Chapter of the American Planning Association awarded NBV100 the award for best master plan by a Florida community under 50,000, in 2021! NBV100's three guiding "Pillars" are Livability, Resilience (because of NBV's vulnerability to Sea Level Rise), and Prosperity.

In 2021 NBV conducted a public engagement process resulting in adoption of a Village Brand Guide ([northbayvillagefl.gov/communications/](http://northbayvillagefl.gov/communications/)) with a design aesthetic incorporating vibrant, tropical colors and celebrating preservation of the natural environment, especially Biscayne Bay. In 2022 we undertook 3 public art projects ([northbayvillage-fl.gov/public-art/](http://northbayvillage-fl.gov/public-art/)) consistent with the Guide.

## Opportunities for Public Art

The Island Walk South Plaza wall measures up to 10 feet tall (changes in height) by 100 feet long.



# Estimated Schedule

*\*Dates are subject to change.*

July 24, 2023	<b>Call to Artists released</b>
August 23, 2023	<b>Deadline to submit qualifications</b>
August 30, 2023	<b>Public Art Selection Committee meeting – finalist</b>
August 31, 2023	<b>Artist notifications and provided draft contract</b>
September 28, 2023	<b>Village Commission approval of finalist</b>
November 15, 2023	<b>Submission of proposed design</b> <i>Adjustments may be made after this date.</i>
November 22, 2023	<b>Final design presentation – Online meeting</b> <i>*A 30 minute presentation appointment time on a defined date will be provided for artist's confirmation.</i>  <i>*Final version of the proposal as presented is requested to be uploaded prior to presentation</i>
January 30, 2024	<b>Estimated completion</b>

## Process

Pursuant to the processes of the North Bay Village Art in Public Places Program, the Village's Public Art Selection Committee will recommend a finalist to create a full proposal for review by the Village Commission. The primary criteria for selection will be previous artistic accomplishment as demonstrated in images of completed artwork, public art experience, and/or initial design approach to the project as demonstrated in the artist's statement. Artists who have not created public art before are invited to apply.

Artists will receive detailed information regarding the opportunities for public art. The finalist will be invited to do a site visit and will have the opportunity to meet with Village staff.

The finalist may choose to present their final proposals via video conference. Village staff will be available to support inquiries throughout the process. Upon the presentation of proposals, the Public Art Selection Committee will make the decision on a final design.

For more information about North Bay Village: <https://northbayvillage-fl.gov/>

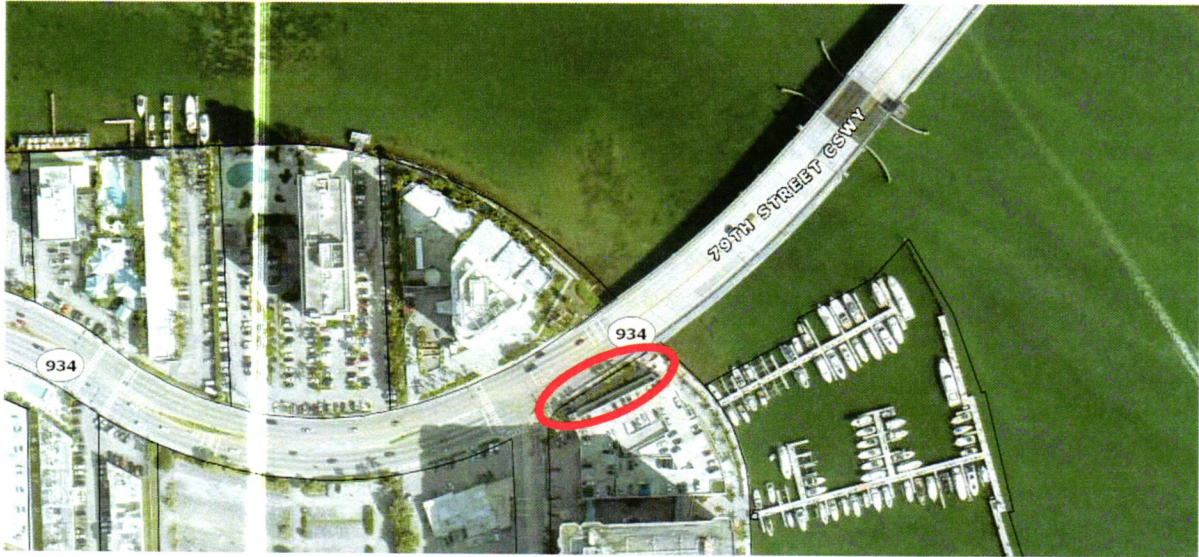
## Points of Contact

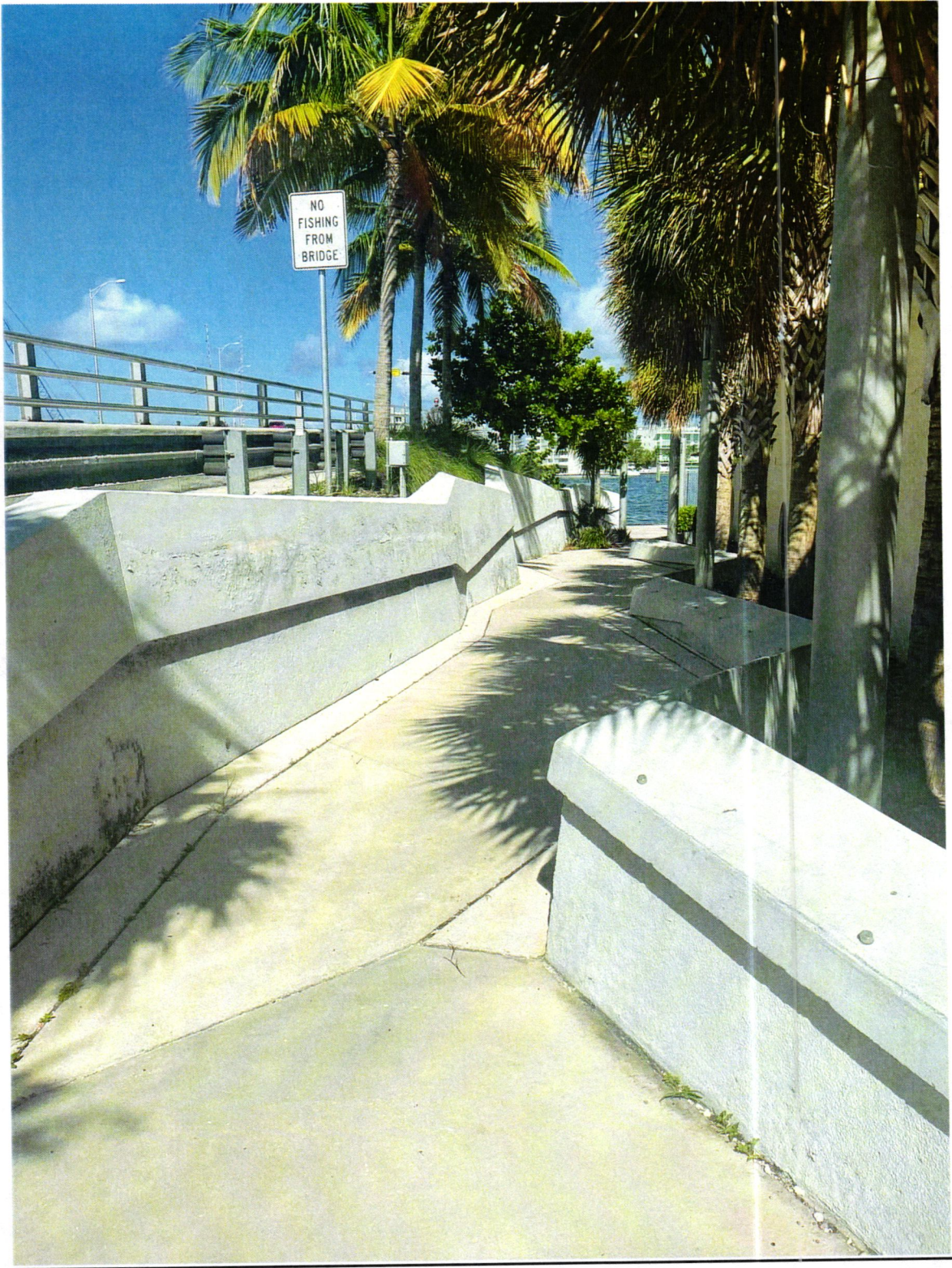
LEO COSIO  
CHIEF OF STAFF TO THE VILLAGE MANAGER/ART IN PUBLIC PLACES  
NORTH BAY VILLAGE  
[lcosio@nbvillage.com](mailto:lcosio@nbvillage.com) / 786-750-0873 (Mobile)

**EXHIBIT B**

Site Description/Photos of Island Walk South Plaza

The Island Walk South Plaza is located at the southern base of the east side of the 79<sup>th</sup> Street Bridge, within North Bay Village.







**EXHIBIT C**

**[ARTIST RESPONSE ON PAGES THAT FOLLOW]**

**Artist Statement for Island Walk – South Plaza- North Bay Village, FL**

By Nicole "Nico" Holderbaum

I find a natural resonance with North Bay Village's brand and vision, which exquisitely embodies the celebration of vibrant, tropical colors and the preservation of our precious natural environment, especially the majestic Biscayne Bay. Nature and community are intricately woven into the fabric of my art. Often incorporating the local fauna and flora into my work, it is my passion to champion the preservation of nature.

The recurring motif of butterflies in my creations mirrors the metamorphosis that North Bay Village aspires to foster. Just as the village dedicates itself to nurturing positive change and transformation, the butterfly encapsulates the potential for both personal and societal evolution.

To infuse a modern touch to my designs, my signature pixelation and gradients add a contemporary twist and bring a sense of vibrancy to my murals. The pixels are strategically placed to emphasize certain aspects of the artwork, while the gradients provide depth and visual interest.

I am excited about the possibility of collaborating with North Bay Village to further enrich the community and its vibrant vision through artistic expressions that celebrate the beauty of nature and the spirit of transformation.

# nico

Nicole Holderbaum

(561)-236-8694 | [nicosuaveart@gmail.com](mailto:nicosuaveart@gmail.com)

Instagram: [@nicosuavalicious](https://www.instagram.com/nicosuavalicious)

## Artist Bio

Nicole Holderbaum aka "Nico" is a Florida-based visual artist, muralist, creative director, and community organizer.

Nico trained in art schools and programs growing up, eventually leaving home to further develop her career in Jacksonville as a muralist and street artist. She has painted murals around the world, and has been commissioned by & collaborated with globally-recognized brands and businesses, including Nike, Red Bull, Netflix, Empire Records, Atlantic Records, Jack Daniels, the Jacksonville Jaguars (NFL), PNC Bank, among many others. Nico has also participated in popular mural and music festivals, including Governor's Ball and Wide Open Walls.

Nico has an established track record as a community leader and youth empowerment enthusiast. She has been awarded extensively for her community activism, recognized in Jacksonville as a "Community Champion" and "Art Innovator". She has curated and produced art & music events, as well as creating a community program called the Kid's Mural Project, guiding thousands of students across Florida in designing and painting murals. She is also a leading member of Few & Far Women, a global all-female crew of street artists and graffiti writers, who have organized mural productions from Mexico to India and aim for women empowerment and inspiration through the arts.

Nico is now currently based in Miami, where she looks forward to growing in a thriving arts community.

**Press Kit:** [Link](#)

*Portfolio / Electronic Press Kit*



## **Mural Productions & Painting Commissions**

### **2022:**

- Mural Production for Palm Villa Studios
- Mural production for Boys & Girls Clubs of Northeast Florida
- Artwork Commission for Crypto.com at F1 Miami
- Mural production for Osceola Arc Opportunity Center
- Mural production for Sunfest West Palm Beach
- Live Installation for Porsche Jacksonville
- Mural production for Netflix for launch of Jennifer Lopez documentary
- Mural production for Mistica Fest, Cali Colombia
- Mural production for The Performer's Academy, Jacksonville
- Mural production for Boys & Girls Clubs of Northeast Florida
- Mural production for iiiPoints Music Festival, Miami FL
- Live Painting Artwork Commission for Nike,
- Mural production for Rod Wave/Alamo Records

### **2021:**

- Boys and Girls Clubs of NE Florida Basketball court
- Paw Patrol Mural Production Wynwood for Property Markets Group (PMG)
- Butterfly Mural Production for Holy Cross Health in Fort Lauderdale, FL
- Mural production for "Worldwide Aquaphonics" Farm in Palatka, FL
- Peonie Mural Production for the Tippecanoe Arts Federation in Veedersburg, IND
- Yellow Pup Mural Production for Wynwood Marketplace
- La Chula Mural Production for WS Living in Tampa, FL
- Tulip Mural Production for Linda Cunningham Jacksonville, FL
- Mckenzie's Beaches Boys and Girls Club Monarch Mural Production, Boys and Girls Clubs of Northeast Florida
- Clanzel T Brown Boys and Girls Club Jaguar Mural Production, Boys and Girls Clubs of Northeast Florida
- Plaza Walls Mural Festival Oklahoma City, Oklahoma
- Drink BABE skate ramp mural production for the Museum of Graffiti Red Party
- Jack Daniels Vibra Urbana Murals

### **2020:**

- The Block Skate Supply Mural Production
- Baxter E Luther Boys and Girls Club Mural Production
- Osceola Arts Kissimmee, FL "The Time for ARTisNOW"
- Tulua Bistro Mural Production, Jax Beach
- Mary Lena Gibbs Community Center Mural Production for the City of Jacksonville
- Warrington Park Basketball Court Mural Production for the City of Jacksonville
- SA Hull Elementary School Mural Productions for the Boys and Girls Clubs of NE FL
- Florida C Dwight Park Skatepark mural production for the City of Jacksonville
- Edward H White High School mural production for Boys and Girls Clubs of Northeast FL
- Few & Far and Friends! Mural festival in Richmond, VA celebrating Few & Far Women 9 year anniversary.
- A Wall Mural Projects at Bent Tree Elementary School in Miami, FL. Mural production in

collaboration with Orlando based artist Halsi.

- Set design for "Double 0 Baby" album cover, a record by Hotboii released by Interscope records. Photography and creative direction by Esdras Thelusma.

**2019:**

- Winter Haven Alligator Mural Production
- Boutique 3:16 Mural Production
- Cosmic Clouds Mural Production #3
- Paws Park Mural Project Director. 10 Mural Productions.
- Riverside Park Basketball Court Mural Production for the City of Jacksonville
- PACE Center for Girls Mural Project
- Live painting production for The Lyricist Live during Art Walk in Downtown Jacksonville
- Live collaborative mural production for Instaramp 4/20 event @ Mellow Mushroom - La Catrina restaurant interior mural productions
- Wide Open Walls mural festival mural production with Few and Far Crew
- Redbull/ Champion Brands corporate offices mural production
- Snoop Dogg mural production Wynwood, Miami for The Art Plug Agency
- Fredo Band music video mural production
- Camila Cabello and Shawn Mendes mural production for The Art Plug Agency
- Jacksonville Jaguars mural production TIAA Bank Field

**2018:**

- Strata Sounds "Another Year in Paradise" NYE Celebration (Mural Production, Exhibition Curation and Production)
- New Town Mural Production for "Josephine's Grocery Store"
- Director of Curation for Burrito Gallery Downtown
- World of Nations Event Kid's Mural Production
- Downtown Art Walk Kid's Mural Production (March, April, May)
- Phoenix Rising Festival (Coordination, Development, and Mural Production)
- The Gainesville Sidney Lanier Center Mural Project Mural Production
- Winter Haven Parks And Recreation Mural Project in collaboration with the Kid's Mural Project (3 murals in collaboration with youth + 1 mural solely by Nico)
- Richard Lewis Brown Elementary School Mural Production (2 mural productions in collaboration with youth, 2 mural productions by Nico)
- Axe Handle Saturday Mural Production in Collaboration with the University of North Florida and the Eastside Brotherhood
- Saltech Charter School Mural Production
- Boys and Girls Clubs of Northeast Florida Mural Production. Three mural productions.
- XXXTentacion Foundation x Art Plug Agency Mural Production Wynwood
- A Wall Mural Projects Santa Clara Elementary School Mural Production
- Teavana Tea x Bustle x Bushwick Collective Live Mural Production
- Few and Far Crew x Monster Energy Skate Ramp Mural Production
- Empire Records x 1am Creative Skins Album Release Party Mural Production

**2017:** 18+ mural productions (*clients including Monster Energy, City of Jacksonville..*)

**2016:** 15+ mural productions (*clients including Lil Yachty, Gastrofest, Art Republic..*)  
& more from 2013-2016

## Collections

- PNC Bank Corporate Collection
- Pilot Pen Corporate Collection
- Museum of Graffiti Private Collection
- Works held in private collections in Canada, the United States, Costa Rica, India, Mexico, and beyond.

## Grants & Awards

- 2016 SPARK Grant Award from The Cultural Council of Greater Jacksonville and Florida Blue
- 2017 PNC Arts Alive Grant
- 2017 AGC Award winner for your outstanding work in Arts Education for our community (Any Given Child/ Cathedral Arts Project)
- 2018 Winner "Production of the Year", the Cultural Council of Greater Jacksonville for the "Color Me Kona" event in collaboration with Kona Skatepark - 2018 One Spark Festival "Education" Category Winner
- 2018 TIAA Bank Community Champion Award
- 2018 Cultural Council of Greater Jacksonville Arts Awards: Production of the Year Award Recipient for Color Me Kona
- 2019 Mieux Magazine "Visual Artist of the Year"
- 2019 Community Foundation Art Ventures Grant Recipient
- 2019 Riverside Avondale Preservation Association "Neighborhood Revitalization & Imagination Award" for Riverside Park Basketball Court Mural Production - 2019 Nominee for "Art Innovator Award", the Cultural Council of Greater Jacksonville 43rd Annual Arts Awards.
- 2020 Nominee for "Community Impact Award", the Cultural Council of Greater Jacksonville 44th Annual Arts Awards.
- 2021 "Jacksonville's Best Public Art" for "Hope & History Mural" project in partnership with the University of North Florida (UNF) Center for Urban Education and Policy, on the JaxBest list created by News4Jax WJXT.

## Exhibitions

- Exhibition at Miami Style Gallery (2022)
- Few and Far Women 10 Year Anniversary Exhibition and Mural Production at the Wyn 317 Gallery in Miami, FL (2021)
- "10 Outta 10" Museum of Graffiti "Beachside" features the Few and Far Women crew of street artists and graffiti writers in their partnership with the Confidante in Miami Beach during Miami Art Week/Art Basel (2021)
- "The Real Surreal" Salvador Dali Exhibition at the Confidante in Miami Beach, featuring original works by Dali accompanied by inspired works created by local artists. (Miami Art Week 2020)
- 904 Pop Up Exhibition (2019)
- Grand Opening of the Modern Art Theory Gallery in Miami, FL (2018)
- The Box Gallery "Florida Femme" (2017)
- Wall Street Fine Art Gallery Grand Opening (2017)
- "Cultural Canopy" an exhibition at the Henao Contemporary Arts Center (2017 & more from 2013-2017)

### **Press**

- Venice Magazine Feature (2021)
- RadxMag cover & Feature (2020)

### **Philanthropic Work**

- Fundraiser: Nico painted a guitar which was auctioned off by Merge Culture Gallery and the Gasparilla Music Festival to raise funding for "Recycled Tunes" which provides instruments for young musicians in need (2021)
- Fundraiser: DASH (Dreams and Success Homes), Nico raffled a personal piece and organized other raffles with artists to raise funds to paint murals in housing for youth transitioning out of foster care in Miami. (2021)
- Fundraiser: Painting Raffle to raise funds for Jacksonville Cultural Council's Artist Relief Fund for artists impacted by Covid-19 (2020)
- & more from 2015-2019

### **Curation / Creative Direction**

- Few & Fairy Forest, Few & Far Women 10 Year Anniversary Art Basel Mural Production, Nico organized and participated in this mural production which included 47 women and lgbtqia+ artists from around the world. (2021)
- TPA Fest, a mural festival organized by Nico along with other board members, and included 14 artists from around the world. The Performers Academy (TPA) provides life changing support and services, as well as arts education for fostered youth in Jacksonville, FL (2021)
- "The Wall at College Park". Nico organized and participated in this mural project which included 8 different artists from Northeast Florida, and is the largest mural production in Jacksonville (2020)
- Pastel Paradise, Few & Far 9 Year Anniversary mural production in the Wynwood arts district of Miami. Nico organized and participated in this project, which included 26 women from across the country. (2020)
- Cosmic Crystals Mural Production. Nico organized and participated in this mural production which included 13 women from Jacksonville. It is the largest all-women mural production in the city. (2020)
- Event Director: "More Cowbell Album Release Party" (2019)
- Color Me Kona Music & Arts Festival Event Director (2018)
- Secret Garden Exhibition Director. A showcase of over 30 artists and performers in Orlando, FL. (2018)
- We Rise Pro Peace Music & Arts Festival Event Director (2018)
- Jax Kid's Mural Project Director (Coordination of 30 mural productions in collaboration with Jacksonville children) (2017)

### **Affiliations**

- Kid's Mural Project Director
- TPA Board Member
- Few and Far Women Board Member

## References:

Name: Wyatt Parlette

Organization: Boys & Girls Club of Northeast Florida

Email: [wyatt@bgcnf.org](mailto:wyatt@bgcnf.org)

Phone Number: 904-514-5565

Address: B&G Club NEFL, 555 W 25th St., Jacksonville, FL, 32206

Notes: Worked on multiple mural productions. Last project - July 15, 2022

Name: Marilyn Cortes-Lovato

Organization: Osceola Arts

Email: [marilyn@osceolaarts.org](mailto:marilyn@osceolaarts.org)

Phone Number: 773-412-4286

Address: Osceola Arts - 2411 E Irlo Bronson Memorial Hwy, Kissimmee, FL 34744

Notes: Worked on multiple mural productions. Last project - April 28, 2022

Name: Ebony Payne English

Organization: The Performer's Academy

Email: [ebony@jaxtpa.org](mailto:ebony@jaxtpa.org)

Phone Number: 904-859-1937

Notes: Curating and organizing a mural festival and teaching youth to paint murals. Last project - July 11, 2021

Name: Allison Friedlin

Organization: Museum of Graffiti

Title: Co-founder

Email: [allisonfreidin@gmail.com](mailto:allisonfreidin@gmail.com)

Phone Number: +1 (305) 302-7309

Address: 276 NW 26th St, Miami, FL 33127

:

Name: Danele & Michele Pino

Organization: Wyn 317 Gallery

Title: Co-founders

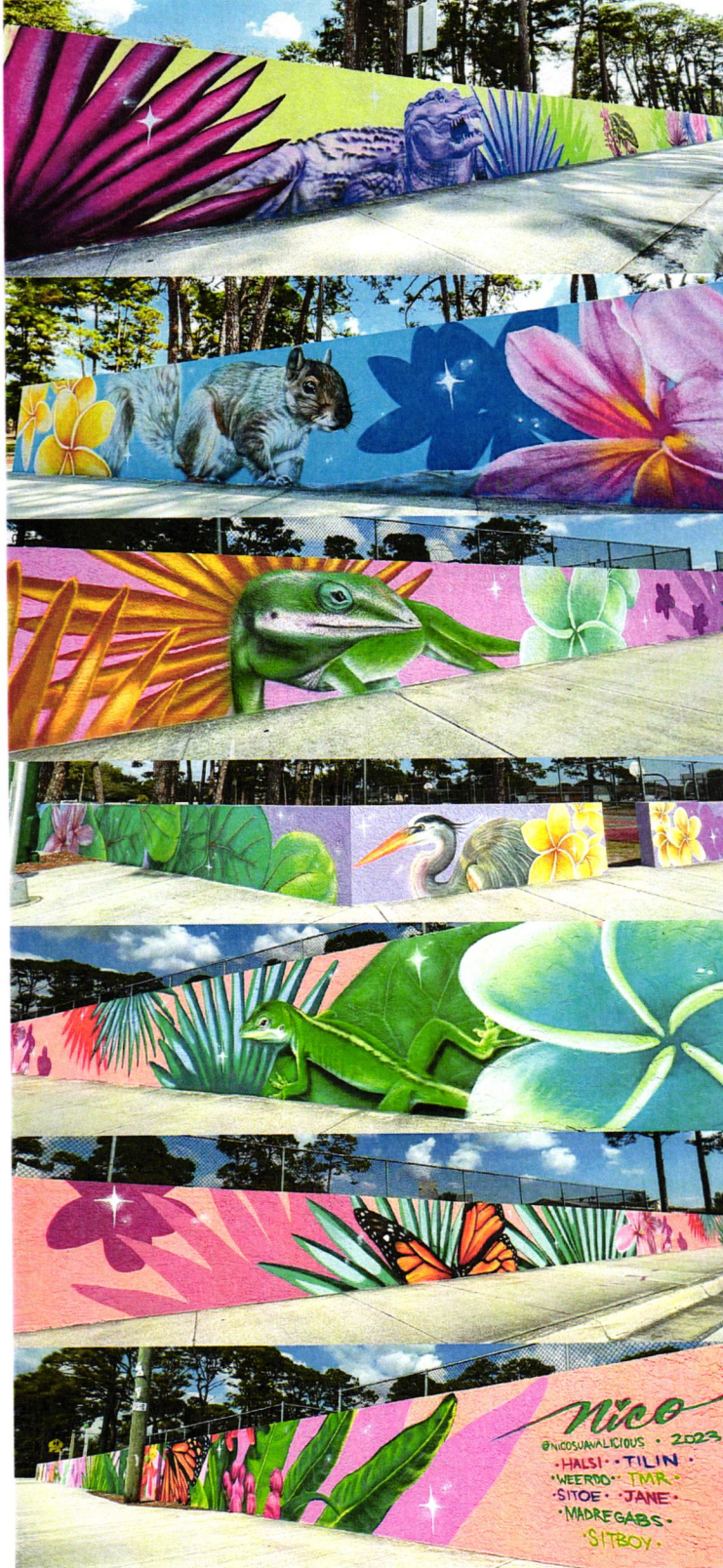
Email: [wyn317@gmail.com](mailto:wyn317@gmail.com)

Phone Number: +1 (305) 761-1116

Address: 4320 NW Second Ave, Miami, FL 33127

# Work Samples

Artist: Nico (Nicole Holderbaum)



Name: Greenacres

Size: 4' x 500' - 2000 sq ft

Client: City of Greenacres

Date: January 2023

Media: Spray Paint and Paint

Location: Greenacres, FL



Name/Project: Zoo Miami Butterfly Bunker

Client: Zoo Miami

Size: 8 x 65 ft. each

Date: July 2023

Media: Spray Paint & Exterior Paint

Location: Miami, FL



Name/Project: "Palm Villa"

Client: Palm Villa Studios

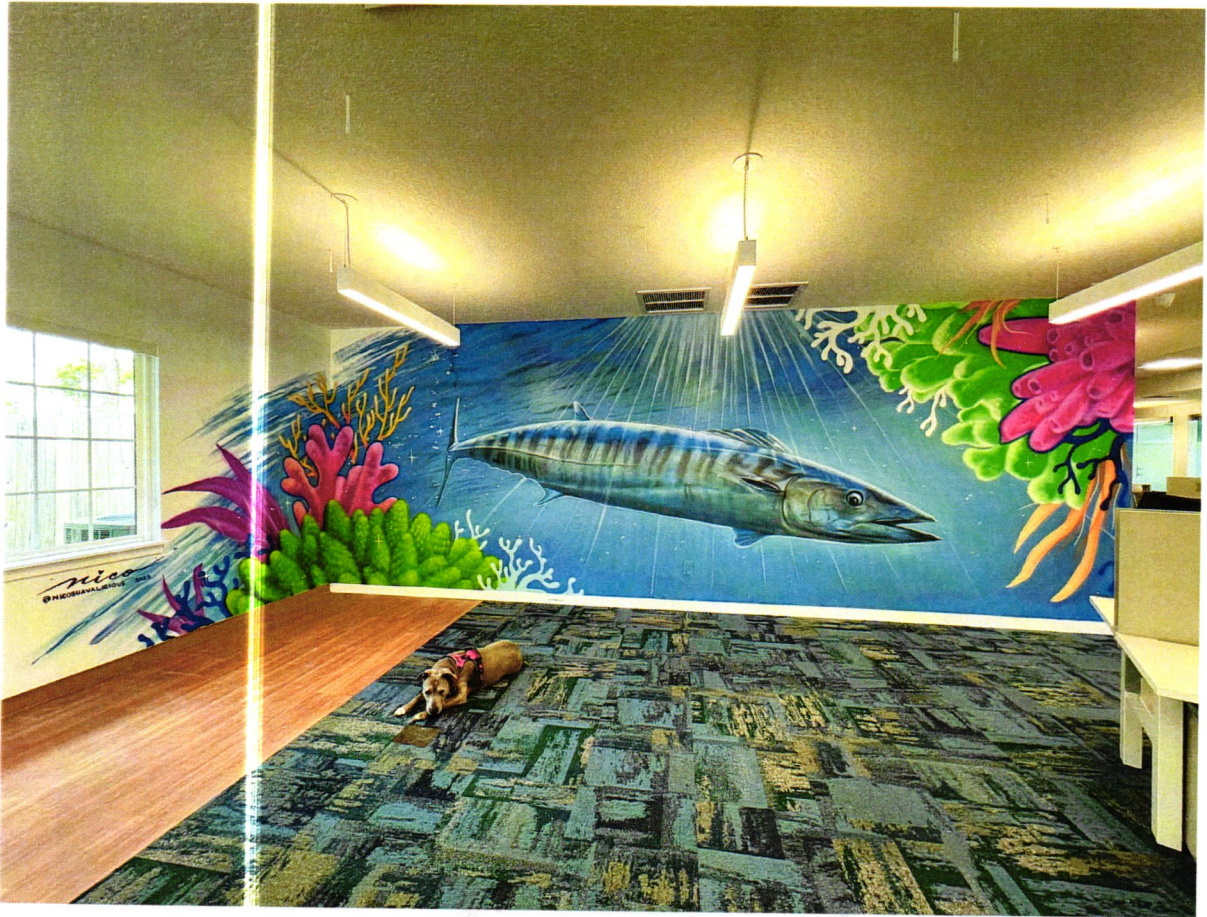
Size: 10 x 50

Date: February 2022

Media: Spray Paint and Paint

Location: Miami, FL





Name: Majestic Wahoo

Size: 10' x 40'

Client: Wahoo Logistics

Date: March 2023

Media: Spray Paint and Paint

Location: Jacksonville, FL



Name: Untitled

Size: 27 x 100 ft

Client: Wynwood Mural Festival

Date: December 2019

Media: Spray Paint & Exterior Paint

Location: Miami, FL

**EXHIBIT D**  
**SCOPE OF SERVICES**

For purposes of this Exhibit, "Artwork" means a wildlife scene including the flora and fauna found in the Village area.

**1. Artist's Obligations**

- a. The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and installation of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the Village as set forth in this Agreement.
- c. The Artist shall prepare the design concept and the corresponding budget described in Section 3 of this Scope of Services. The design concept shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.
- d. Artist shall attend public information meetings with the general public, attend design and coordination meetings with Village, Artist, and other parties, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.
- e. The Artist shall complete the design of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.
- f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation and maintenance of the Artwork at the Site.
- g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the Village. If the Artist does not install the Artwork himself or herself, Artist shall supervise and approve the installation.
- h. Artist shall provide required insurance in amounts and limits specified in Section 9 of the Agreement.
- i. Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- j. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.
- k. Artist shall provide photographic documentation of the Artwork.
- l. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

## **2. Design**

### **a. Concept/Schematic**

- i. By December 15, 2023, the Artist/Artist shall submit to the Village the proposed design concept (the "Design") in the form of [detailed color drawings, models, and/or other documents] as are required to present a meaningful representation of the Artwork. The left side of the South Plaza wall measures approximately 100 feet long with varying heights of between 4 and 7 feet. The right side of the South Plaza wall measures approximately the same length with varying heights of between 1 and 3 feet. The total area of the walls is between 700 and 900 square feet. The Artwork shall be applied using a paint designed for application on concrete/streets to preserve the Artwork's integrity and protect it from natural elements.
- ii. The Artist shall visit, examine, research, and consider the Site and surrounding area. If applicable, the Artist shall also consult with representatives of the community and consider their input and concerns.
- iii. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required by the Village.
- iv. The Design must provide sufficient detail to permit the Village to assure compliance with applicable local, state or federal laws, ordinances and/or regulations.

## **3. Approval**

- a. Within 7 days after the Artist submits the Design, the Village shall notify the Artist whether it approves or disapproves of the Design. The Village shall have discretion in approving outright or with conditions or rejecting the Design.
- b. If the Village disapproves of the Design, the Village will submit to the Artist in writing the reasons for such disapproval. In such event, the Artist will submit a Revised Design within 21 days after the Village has notified the Artist of its disapproval. The Artist will not be paid an additional fee for the Revised Design.
- c. Once the Village has approved the Design, the Village will schedule a final design presentation before the Public Art Selection Committee. If the Public Art Selection Committee requires any revisions to the Design, the Village will submit those in writing to the Artist. The Artist will have 21 days to comply with such revisions. If agreed upon by both parties, such revisions will become a part of the Design.

## **4. Budget, Payment Schedule, Construction Schedule and Progress Reports**

### **a. Budget**

- i. If the Artist incurs costs in excess of the project budget, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained approval for such costs from the Village (or such costs were the result of actions or inaction of the Village).
- b. Schedule
  - i. The Artist shall notify the Village of the tentative schedule for the design and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any. The Village Manager may agree to amend the Schedule by written agreement.

## **5. Installation**

- a. Upon the Village's final approval of the Artwork, as being in conformity with the Design, the Artist shall paint and install the Artwork onto the Site in accordance with the schedule provided for in Section 4(b) of this Scope of Services.
- b. The Artist will coordinate closely with the Village to ascertain that the Site is prepared to receive the Artwork. Artist must notify Village of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the Village to ensure timely coordination with the Village's Public Works Department. Artist may not install the Artwork until authorized to do so by the Village.
- c. The Artist shall be present to supervise the installation of the Artwork.
- d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the Village for purposes of Article 4 and Article 6 of this Agreement.
- e. Within 5 days after installation of the Artwork, the Artist shall furnish the Village with the following photographs of the Artwork as installed: A set of three digital, 300 dpi, JPG or TIFF files, of the Artwork, provided to the Village. Photographs must be labeled with the name of the Artwork, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken. The Artist shall also furnish the Village with a full written narrative description of the Artwork.

## **6. Approval and Acceptance**

- a. The Artist shall notify the Village in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.
- b. The Village shall promptly notify the Artist of its final acceptance of the Artwork within 5 days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the Village submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the Village acknowledges completion of the Artwork in substantial conformity with the Design, and that the Village confirms that all services

as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon acceptance and final payment.

- c. If the Village disputes that all the services have been performed, the Village shall notify the Artist in writing of those services the Artist has failed to perform within 5 days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the Village.
- d. If the Artist disputes the Village's determination that not all services have been performed, the Artist shall submit reasons in writing to the Village within 5 days of the Village's prior notification to the contrary. The Village shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the Village.
- e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the Village shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).
- f. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the Village and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.
  - i. During such public presentations by the Artist, the Artist shall acknowledge the Village's role in funding the Artwork.
  - ii. The Village shall be solely responsible for coordinating public information materials and activities related to public presentations.

**EXHIBIT E**

**JOINDER AND CONSENT**

I, **NICOLE HOLDERBAUM**, individually, do hereby join in and consent to the terms and conditions of the Artist Agreement between North Bay Village and Painted, Incorporated (the "Agreement"), to which this Joinder and Consent is attached, and acknowledge and agree that the terms and conditions of the Agreement are and shall be binding upon the undersigned and my successors, heirs, beneficiaries, and/or assigns.

IN WITNESS WHEREOF, this Consent and Joinder to Artist Agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**ARTIST AGREEMENT  
BETWEEN  
NORTH BAY VILLAGE  
AND  
PAINTED, INCORPORATED**

**THIS ARTIST AGREEMENT** (“Agreement”) is made on December 12, 2023 (“Effective Date”) by and between **NORTH BAY VILLAGE**, a Florida municipal corporation, (“Village”), and **PAINTED, INCORPORATED**, a Florida not for profit corporation (“Artist”). The Village and Artist are hereinafter collectively referred to as the “Parties.”

**RECITALS**

On July 24, 2023, the Village issued a Call to Artists (the “Solicitation”). A copy of the Solicitation is attached hereto and incorporated herein as **Exhibit A**.

The Solicitation calls for the design, creation, and installation of a mural at the Village’s Island Walk South Plaza wall (the “Site”). The Site is further described and depicted in **Exhibit B** attached hereto and incorporated herein.

In response to the Solicitation, Nicole Holderbaum, on behalf of Painted, Incorporated, submitted an artist statement, resume, and work samples (the “Response”) to perform the services contemplated by the Solicitation by painting a wildlife scene including the flora and fauna found in the Village area (the “Artwork”). A copy of the Response is attached hereto and incorporated herein as **Exhibit C**.

On November 9, 2023, the Village Commission adopted Resolution No. 2023-140 selecting the Artist to design, create, and install the Artwork and perform the Services, as defined in this Agreement and **Exhibit D**, and authorized the Village Manager to negotiate and execute an agreement with the Artist.

Nicole Holderbaum, individually, joins and consents to the terms of this Agreement pursuant to the Joinder and Consent attached hereto and incorporated herein as **Exhibit E**.

The Village and the Artist, through mutual negotiation, have agreed upon a fee for the Artist to paint the Artwork and provide the Services.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

**1. Scope of Services.**

**1.1.** The Artist shall perform the Services set forth in the Scope of Services attached hereto as **Exhibit “D”** (the “Services”). The Artwork shall be installed at the Site consistent with the provisions of Exhibit D attached hereto.

**1.2.** The Services shall be produced to the Village’s satisfaction. The quality of the complete Artwork shall meet all applicable industry standards. The Village shall have the right to



approve or reject the Artwork or any portion thereof. The display and location of the Artwork shall be determined in the sole discretion of the Village.

**2. Term.**

- 2.1. The Artist shall complete the Services by no later than February 1, 2024 (the "Completion Date").
- 2.2. The term of this Agreement shall be from the Effective Date through the Completion Date, unless terminated or extended as specified herein.
- 2.3. Artist agrees that time is of the essence and Artist shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

- 3.1. The Village shall pay the Artist a total fee in the amount of \$30,000.00 (the "Fee") for the creation of the Artwork and delivery of the Services. The Fee shall be paid to the Artist as follows:
  - 3.1.1. \$15,000 shall be paid to the Artist within five (5) days of the Effective Date and shall constitute a non-refundable deposit for the performance of the Services (the "Deposit"); and
  - 3.1.2. \$15,000 shall be paid to the Artist within fourteen (14) days following the final completion of the Artwork.
- 3.2. The Fee shall constitute full compensation from Village to Artist for any and all services, costs, and expenses related to the Services performed under this Agreement, including the irrevocable, perpetual license. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- 3.3. Artist shall deliver an invoice to Village upon completion of all Services detailing Services completed and the amount due to Artist under this Agreement. The Village shall pay the Artist in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**4. Subcontractors.**

- 4.1. Artist shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2. Artist may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Artist to assist Artist in performing the Services.
- 5.2. Upon Artist's request, Village shall reasonably cooperate in arranging access to public information that may be required for Artist to perform the Services.

**6. Artist and Artist Responsibilities; Representations and Warranties.**

- 6.1. The Artist shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by an artist under similar circumstances. If the Village determines that the Artwork is incorrect, not properly rendered, defective, or fails to conform to the Village requests, the Village shall notify the Artist within thirty (30) days from the date of the Village's final acceptance of the Artwork (as defined in Section 6.b. of Exhibit D). Upon receipt of such notice, the Artist shall, at Artist's sole cost and expense, correct the Artwork within thirty (30) days.
- 6.2. The Artist hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Artist further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Artist represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Artist have been duly authorized, and this Agreement is binding on Artist and enforceable against Artist in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
- 6.4. The Artist represents and warrants that all work performed pursuant to this Agreement, including but not limited to the Artwork, is an original creation and does not infringe upon or violate any copyrights or other rights of any person, firm, or organization.
- 6.5. Artist does hereby indemnify and hold the Village harmless from and against any and all claims and liabilities that may arise as a result of any breach of the foregoing representation and warranty.
- 6.6. The Artist shall not disseminate publicity or news releases regarding the Artwork without the prior written approval of the Village during the Term of this Agreement. Artist may use images of the Artwork for their portfolio and non-commercial promotional use.

**7. Ownership and Intellectual Property Rights.**

- 7.1. **Ownership.** Title to the Artwork shall pass to the Village upon the Village's written final acceptance and payment for the Artwork pursuant to Section 3.2.

**7.2. Copyright.** Subject to the restrictions and usage rights and licenses granted to the Village hereunder, and unless otherwise agreed to by the parties in writing, Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Artwork.

**7.3. Village's Intellectual Property Rights.**

7.3.1. Artist grants to Village an irrevocable, perpetual license to reproduce the image of the Artwork, including but not limited to digital and/or photographic reproductions, and to authorize third parties to do the same for the Village's use as contemplated by this Agreement. All reproduction by the Village may contain a credit to the Artist. The Artist shall not make any claim to the copyright of the Artwork or transfer in the ownership of the copyright that conflicts with the Village's irrevocable and perpetual license.

7.3.2. Artist acknowledges and agree that the process of photographing, digitizing, printing, and/or reproducing images of the Artwork may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to utilize the image of the original Artwork for any purpose, in the Village's sole discretion.

7.3.3. The Artist authorizes the Village to use the Artwork solely for the purposes set forth in this Agreement including photographic, filmed, or videotaped reproductions created by the Village for advertisement, publicity, exhibition, publication, or other promotional activities.

7.3.4. Artist further agrees that the Village, without charge to the Village, may make photographs or other reproductions, including publication or recordings of the Artwork without payment of royalty or other payment to Artist.

**7.4. Third Party Infringement.** Artist represents and warrants that the Artwork is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. The Village is not responsible for any third party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify the Village against any claims brought against Village alleging that the Artwork infringes on intellectual property rights of any third parties.

**7.5. Waiver of Artists' Rights.**

7.5.1. The parties agree that the Artwork may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990 ("VARA"), specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a) and §113(d)(1). Artist understands and agrees that installation of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification, by reason of its removal, and that the Village has the absolute right to remove the Artwork in its sole discretion.

7.5.2. Artist, as author of the Artwork, is authorized to waive the rights conferred by 17 U.S.C. §106A(a) and §113(d)(1), in accordance with the waiver provisions of §106A(e)(1) and §113(d)(1)(B), and hereby agrees to permanently waive voluntarily all rights pursuant to such provisions with respect to the Artwork, and any and all claims as may arise thereunder, or any other local, state foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same of similar rights ("Moral Rights Laws"), to prevent any removal of the Artwork that would cause the destruction, distortion, mutilation, or other modification of the Artwork. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

7.5.3. The Village has the absolute right to remove, repair or restore the Artwork, in whole or in part, in the Village's sole discretion. The Village will use its best efforts to repair or restore the Artwork in accordance with the maintenance manual provided by the Artist. With respect to significant or substantial repairs or restorations, the Village will use its best efforts to consult with the Artist prior to such repair or restoration of the Artwork. Notwithstanding, Artist specifically waives the right to claim any remedy concerning the modification, removal, or alteration of the Artwork or portion thereof.

## **8. Termination.**

- 8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Artist, or immediately with cause.
- 8.2. Upon receipt of the Village's written Notice of Termination, Artist shall immediately stop work on the Services unless directed otherwise by the Village Manager.
- 8.3. In the event of termination by the Village, the Artist shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Artist has first complied with the provisions of Paragraph 8.4.
- 8.4. The Artist shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

## **9. Insurance.**

- 9.1. Artist shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Artist's insurance and shall not contribute to the Artist's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Artist. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. No employee, subcontractor or agent of the Artist shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Artist must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

9.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Artist shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Artist in performance of this Agreement. The Artist's insurance, including that applicable to the Village as Additional Insured, shall apply on a primary basis and any

other insurance maintained by the Village and shall be in excess of and shall not contribute to the Artist's insurance. The Artist's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Artist shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Artist shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Artist shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Artist's and Artist's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Artist and third parties made pursuant to this Agreement. Artist shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Artist's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement Modification/Amendment.**

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

16.1. Artist acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Artist during the term of this Agreement ("Work Product") belong to the Village. Artist shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Artist agrees to keep and maintain public records in Artist's possession or control in connection with Artist's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Artist involving transactions related to this Agreement. Artist additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Artist shall provide the Village 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Artist shall be delivered by the Artist to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Artist shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Artist shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Artist shall be withheld until all records are received as provided herein.
- 16.7. Artist's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.
17. **Nonassignability.** This Agreement shall not be assignable by Artist unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Artist, and such firm's familiarity with the Village's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Artist and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Artist shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this



Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** The provisions contained in Section 7 shall survive the expiration or termination of this Agreement. Additionally, any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Artist warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Artist, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Artist, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Artist shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Artist acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
27. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.
28. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or

loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Artist that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

**29. Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

**29.1.1. Agreement**

**29.1.2. Exhibit E: Joinder and Consent**

**29.1.3. Exhibit D: Scope of Services**

**29.1.4. Exhibit B: Site Description/Photos of Island Walk South Plaza**

**29.1.5. Exhibit A: Solicitation (Call to Artists issued July 24, 2023)**


**29.1.6. Exhibit C: Artist’s Response to Solicitation**


**[THIS SPACE LEFT INTENTIONALLY BLANK]**


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**NORTH BAY VILLAGE**

**PAINTED, INCORPORATED**


By:   
Dr. Ralph Rosado, AICP  
Village Manager

By:   
Name: NICOLE HOLDERBAUM

Attest:   
By: \_\_\_\_\_  
Alba L. Chang, CMC  
Village Clerk

Title: PRESIDENT

Approved as to form and legal sufficiency:

  
By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman,  
P.L.  
Village Attorney

**Addresses for Notice:**

North Bay Village  
Attn: Dr. Ralph Rosado, AICP, Village  
Manager  
1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
North Bay Village, FL 33141  
305-758-7171 (telephone)  
rrosado@nbvillage.com (email)

**Addresses for Notice:**

334 W 25TH ST.  
APT 8  
MIAMI BEACH, FL 33140  
561-236-8694 (telephone)  
NICOSUAVEART@GMAIL (email)  
com

**With a copy to:**

Weiss Serota Helfman Cole & Bierman,  
P.L.  
Attn: Haydee Sera, Esq.  
North Bay Village Attorney  
2800 Ponce de Leon Boulevard, 12<sup>th</sup> Floor  
Coral Gables, FL 33134  
hsera@wsh-law.com (email)

**With a copy to:**

13297 86th Rd. N.  
WEST PALM BEACH, FL 33412  
561-236-4690 (telephone)  
AQUA+MUSIC1959@YAHOO (email)

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all Artists doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subconsultants.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Cintia Portillo  
Witness #1 Print Name: Cintia Portillo  
NIV Karamati  
Witness #2 Print Name: [Signature]

Nicole Holderbaum  
Print Name: NICOLE HOLDERBAUM  
Title: PRESIDENT  
Entity Name: PAINTED INC.

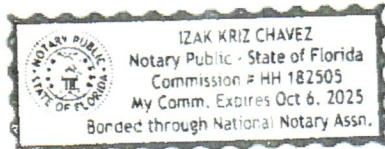
**ACKNOWLEDGMENT**

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16th day of December, 2023, by Nicole Holderbaum (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

[Signature] IZAK KRIZ CHAVEZ  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_ Personally known to me; or
- Produced identification (Type of Identification: FL DL)
- Did take an oath; or
- \_\_\_\_\_ Did not take an oath





My Company Account

# My Company Profile

## Company Information

**Company Name**

Painted Inc

**Doing Business As (DBA) Name**

---

**Company ID**

2341917

**Enrollment Date**

Dec 17, 2023

**Employer Identification Number (EIN)**

823192087

**Unique Entity Identifier (UEI)**

---

**DUNS Number**

---

**Total Number of Employees**

1 to 4

**NAICS Code**

711

**Sector**

Arts, Entertainment, and Recreation

**Subsector**

Performing Arts, Spectator Sports, and Related Industries

[Edit Company Information](#)

## Employer Category

**Employer Category**

None of these categories apply

[Edit Employer Category](#)

## Company Addresses

**Physical Address**

13297 86th Road N  
West Palm Beach, FL 33412

**Mailing Address**

Same as Physical Address

[Edit Company Addresses](#)

## Hiring Sites

**Number of Sites**

1

[Edit Hiring Sites](#)

## Company Access and MOU

**My Company is Configured to:**

Verify Its Own Employees

**Memorandum of Understanding**

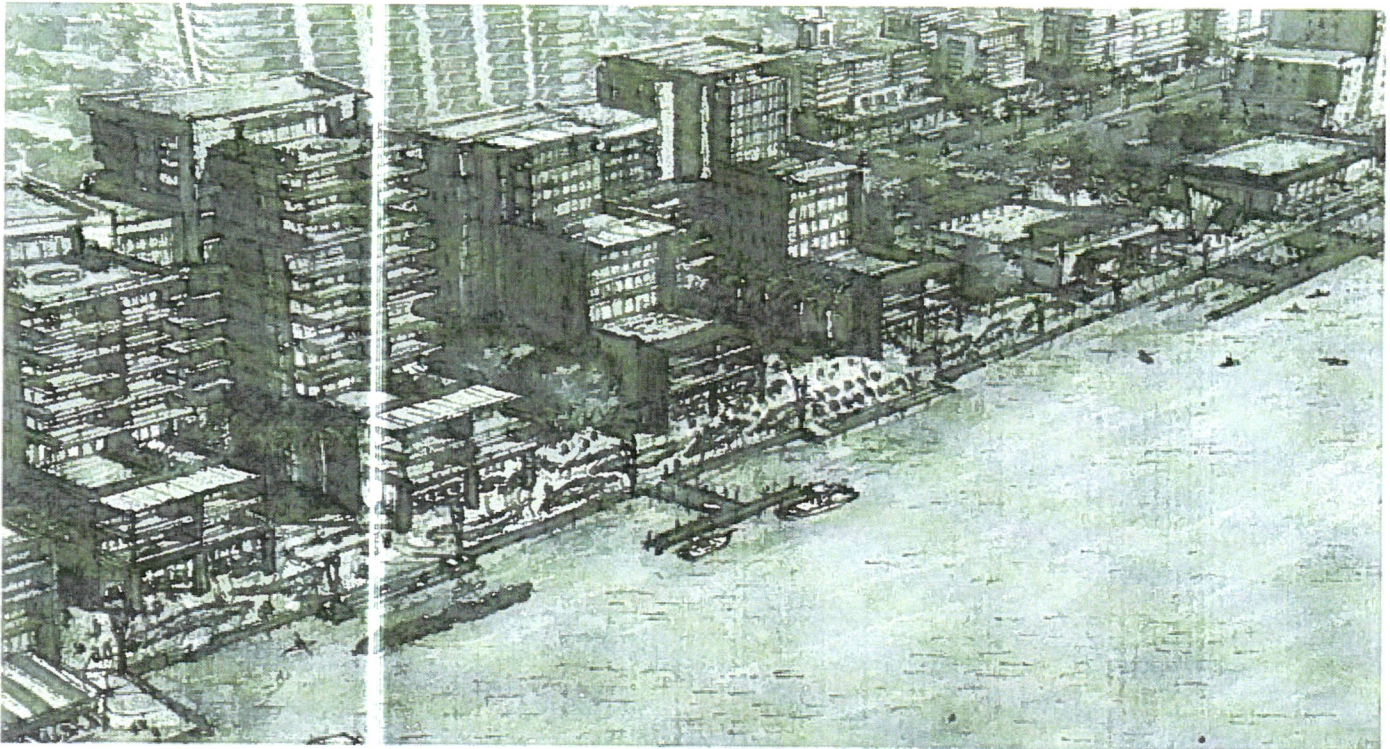
[View Current MOU](#)

**EXHIBIT A**

**[CALL TO ARTISTS ON PAGES THAT FOLLOW]**

Art in Public Places  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

# Call to Artists



## Island Walk – South Plaza

ART IN PUBLIC PLACES



Art in Public Places  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

# Brief

**Project Names**

Island Walk – South Plaza

**Owner**

North Bay Village

**Budget**

\$30,000

**Location**

Southern Base of East 79<sup>th</sup> Street Bridge  
North Bay Village, FL

**How to Apply**

Deadline: Wednesday, August 23<sup>rd</sup>, 11:59PM

**Submit at:**

[publicart@nbvillage.com](mailto:publicart@nbvillage.com)

**Submission should include:**

- 5 samples of completed work
- CV
- Brief artist statement of how vision aligns with North Bay Village brand and vision

**Eligibility**

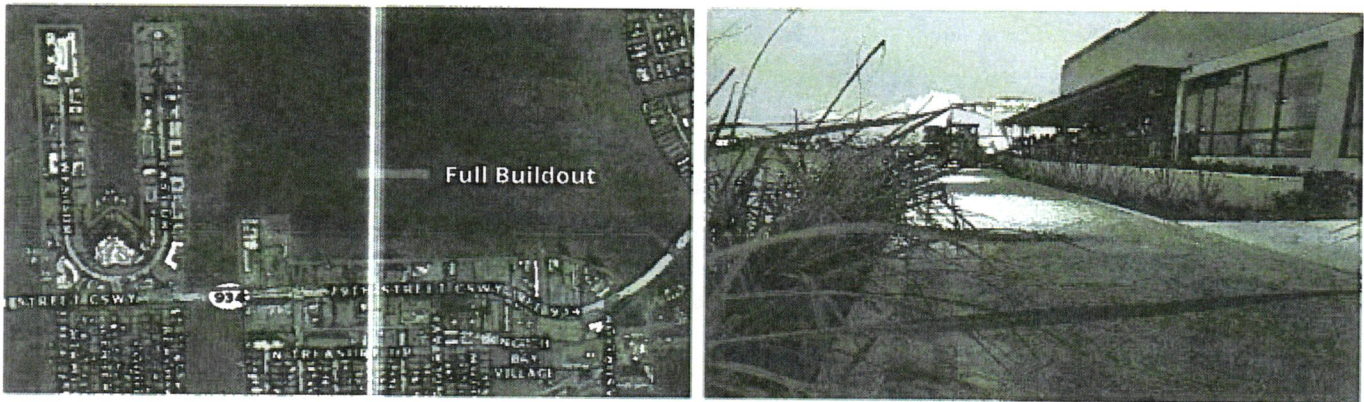
Open to professional visual artists or artist-led teams.  
Eligible artists create artwork on a regular basis for a duration of time.



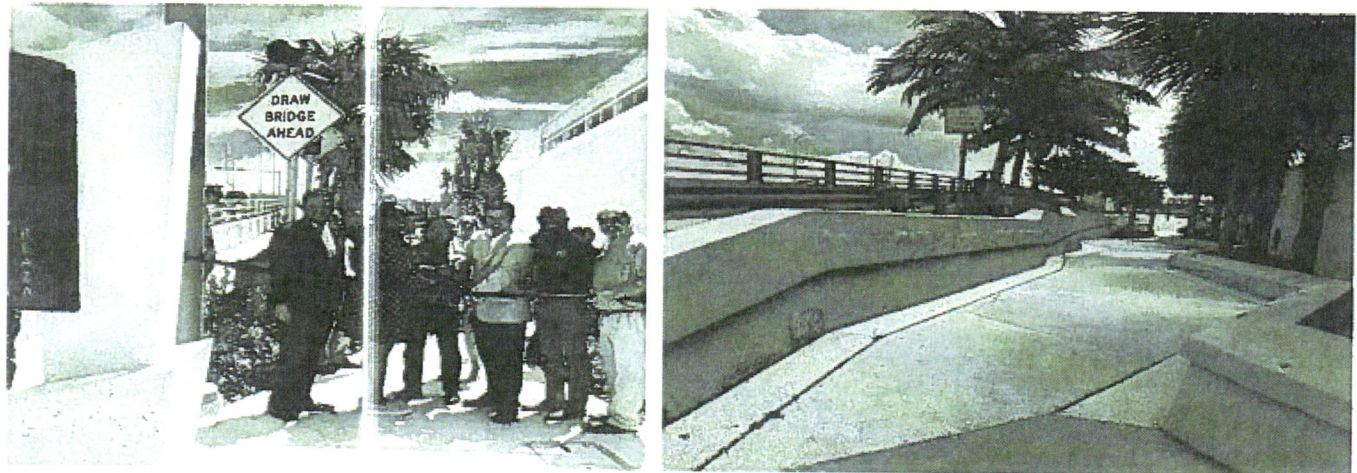


## Detailed Description

North Bay Village's Island Walk is a pedestrian promenade that will ultimately connect the village's multifamily, commercial, and mixed-use properties along the rear of the parcels; it is designed to provide residents and visitors with scenic views of Biscayne Bay in a recreational and artistic setting. Island Walk segments are located primarily along the northern boundaries of Treasure Island, along the South Plaza on Treasure Island (where this project will be located), and at key locations on Harbor Island. Additional segments are added almost yearly.



In 2019, the Village completed the Island Walk South Plaza, located between the East 79th Street Bridge and the Grandview Palace Condominium.



(Work on the North Plaza, located between the East 79th Street Bridge and the Bridgewater Condominium, is expected to commence in Summer 2023 and be completed by Summer 2024. It will yield a separate Call to Artists in 2024.)

## About North Bay Village

North Bay Village (NBV) is a 3-island city located in Biscayne Bay between Miami and Miami Beach, serving as the northernmost access/evacuation route of four causeways connecting the two major, metropolitan cities in Miami-Dade, one of the US' most populous counties. As a result, NBV's main boulevard (Kennedy Causeway, aka State Road 934) is among Florida's busiest roads, with @42,000 vehicles/day. NBV has over 8,200 residents in just over 1/3-square-mile of land, making it Florida's 2nd densest city; almost 3/4 of NBV residents are Latino, African American or Asian, making it one of the US' most diverse (US Census). Given its density, location, and daily car trips, Miami-Dade has designated Kennedy Causeway and its adjacent roads as a principal "public art gateway corridor" countywide.

While celebrating its 75th anniversary in 2020, pursuant to dozens of public engagement meetings involving hundreds of residents, the NBV Village Commission unanimously adopted the NBV100 Master Plan ([northbayvillage-fl.gov/nbv-100/](http://northbayvillage-fl.gov/nbv-100/)), setting a vision for the Village's next 25 years (75 + 25 = 100, hence NBV100). The Florida Chapter of the American Planning Association awarded NBV100 the award for best master plan by a Florida community under 50,000, in 2021! NBV100's three guiding "Pillars" are Livability, Resilience (because of NBV's vulnerability to Sea Level Rise), and Prosperity.

In 2021 NBV conducted a public engagement process resulting in adoption of a Village Brand Guide ([northbayvillagefl.gov/communications/](http://northbayvillagefl.gov/communications/)) with a design aesthetic incorporating vibrant, tropical colors and celebrating preservation of the natural environment, especially Biscayne Bay. In 2022 we undertook 3 public art projects ([northbayvillage-fl.gov/public-art/](http://northbayvillage-fl.gov/public-art/)) consistent with the Guide.

## Opportunities for Public Art

The Island Walk South Plaza wall measures up to 10 feet tall (changes in height) by 100 feet long.

# Estimated Schedule

*\*Dates are subject to change.*

July 24, 2023	<b>Call to Artists released</b>
August 23, 2023	<b>Deadline to submit qualifications</b>
August 30, 2023	<b>Public Art Selection Committee meeting – finalist</b>
August 31, 2023	<b>Artist notifications and provided draft contract</b>
September 28, 2023	<b>Village Commission approval of finalist</b>
November 15, 2023	<b>Submission of proposed design</b> <i>Adjustments may be made after this date.</i>
November 22, 2023	<b>Final design presentation – Online meeting</b> <i>*A 30 minute presentation appointment time on a defined date will be provided for artist's confirmation.</i>  <i>*Final version of the proposal as presented is requested to be uploaded prior to presentation</i>
January 30, 2024	<b>Estimated completion</b>

## Process

Pursuant to the processes of the North Bay Village Art in Public Places Program, the Village's Public Art Selection Committee will recommend a finalist to create a full proposal for review by the Village Commission. The primary criteria for selection will be previous artistic accomplishment as demonstrated in images of completed artwork, public art experience, and/or initial design approach to the project as demonstrated in the artist's statement. Artists who have not created public art before are invited to apply.

Artists will receive detailed information regarding the opportunities for public art. The finalist will be invited to do a site visit and will have the opportunity to meet with Village staff.

The finalist may choose to present their final proposals via video conference. Village staff will be available to support inquiries throughout the process. Upon the presentation of proposals, the Public Art Selection Committee will make the decision on a final design.

For more information about North Bay Village: <https://northbayvillage-fl.gov/>

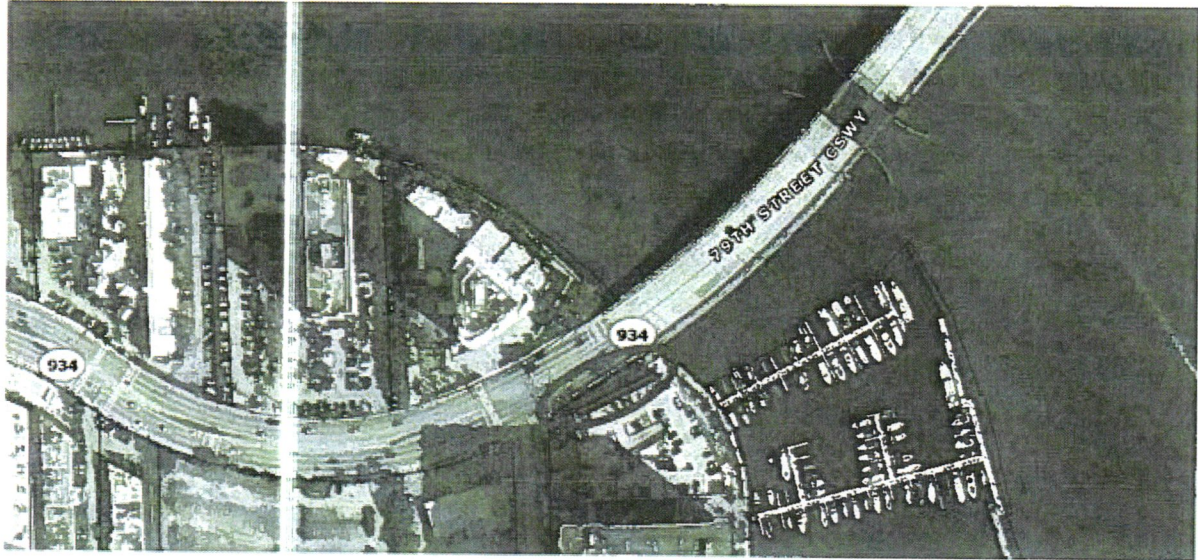
## Points of Contact

LEO COSIO  
CHIEF OF STAFF TO THE VILLAGE MANAGER/ART IN PUBLIC PLACES  
NORTH BAY VILLAGE  
[lcosio@nbvillage.com](mailto:lcosio@nbvillage.com) / 786-750-0873 (Mobile)

**EXHIBIT B**

Site Description/Photos of Island Walk South Plaza

The Island Walk South Plaza is located at the southern base of the east side of the 79<sup>th</sup> Street Bridge, within North Bay Village.







**EXHIBIT C**

**[ARTIST RESPONSE ON PAGES THAT FOLLOW]**



**Artist Statement for Island Walk – South Plaza- North Bay Village, FL**

By Nicole "Nico" Holderbaum

I find a natural resonance with North Bay Village's brand and vision, which exquisitely embodies the celebration of vibrant, tropical colors and the preservation of our precious natural environment, especially the majestic Biscayne Bay. Nature and community are intricately woven into the fabric of my art. Often incorporating the local fauna and flora into my work, it is my passion to champion the preservation of nature.

The recurring motif of butterflies in my creations mirrors the metamorphosis that North Bay Village aspires to foster. Just as the village dedicates itself to nurturing positive change and transformation, the butterfly encapsulates the potential for both personal and societal evolution.

To infuse a modern touch to my designs, my signature pixelation and gradients add a contemporary twist and bring a sense of vibrancy to my murals. The pixels are strategically placed to emphasize certain aspects of the artwork, while the gradients provide depth and visual interest.

I am excited about the possibility of collaborating with North Bay Village to further enrich the community and its vibrant vision through artistic expressions that celebrate the beauty of nature and the spirit of transformation.

# ***nico***

Nicole Holderbaum

(561)-236-8694 | [nicosuaveart@gmail.com](mailto:nicosuaveart@gmail.com)

Instagram: [@nicosuavalicious](https://www.instagram.com/nicosuavalicious)

## **Artist Bio**

Nicole Holderbaum aka "Nico" is a Florida-based visual artist, muralist, creative director, and community organizer.

Nico trained in art schools and programs growing up, eventually leaving home to further develop her career in Jacksonville as a muralist and street artist. She has painted murals around the world, and has been commissioned by & collaborated with globally-recognized brands and businesses, including Nike, Red Bull, Netflix, Empire Records, Atlantic Records, Jack Daniels, the Jacksonville Jaguars (NFL), PNC Bank, among many others. Nico has also participated in popular mural and music festivals, including Governor's Ball and Wide Open Walls.

Nico has an established track record as a community leader and youth empowerment enthusiast. She has been awarded extensively for her community activism, recognized in Jacksonville as a "Community Champion" and "Art Innovator". She has curated and produced art & music events, as well as creating a community program called the Kid's Mural Project, guiding thousands of students across Florida in designing and painting murals. She is also a leading member of Few & Far Women, a global all-female crew of street artists and graffiti writers, who have organized mural productions from Mexico to India and aim for women empowerment and inspiration through the arts.

Nico is now currently based in Miami, where she looks forward to growing in a thriving arts community.

**Press Kit: [Link](#)**

*Portfolio / Electronic Press Kit*

## **Mural Productions & Painting Commissions**

### **2022:**

- Mural Production for Palm Villa Studios
- Mural production for Boys & Girls Clubs of Northeast Florida
- Artwork Commission for Crypto.com at F1 Miami
- Mural production for Osceola Arc Opportunity Center
- Mural production for Sunfest West Palm Beach
- Live Installation for Porsche Jacksonville
- Mural production for Netflix for launch of Jennifer Lopez documentary
- Mural production for Mistica Fest, Cali Colombia
- Mural production for The Performer's Academy, Jacksonville
- Mural production for Boys & Girls Clubs of Northeast Florida
- Mural production for iiiPoints Music Festival, Miami FL
- Live Painting / Artwork Commission for Nike,
- Mural production for Rod Wave/Alamo Records

### **2021:**

- Boys and Girls Clubs of NE Florida Basketball court
- Paw Patrol Mural Production Wynwood for Property Markets Group (PMG)
- Butterfly Mural Production for Holy Cross Health in Fort Lauderdale, FL
- Mural production for "Worldwide Aquaphonics" Farm in Palatka, FL
- Peonie Mural Production for the Tippecanoe Arts Federation in Veedersburg, IND
- Yellow Pup Mural Production for Wynwood Marketplace
- La Chula Mural Production for WS Living in Tampa, FL
- Tulip Mural Production for Linda Cunningham Jacksonville, FL
- McKenzie's Beaches Boys and Girls Club Monarch Mural Production, Boys and Girls Clubs of Northeast Florida
- Clanzel T Brown Boys and Girls Club Jaguar Mural Production, Boys and Girls Clubs of Northeast Florida
- Plaza Walls Mural Festival Oklahoma City, Oklahoma
- Drink BABE skate ramp mural production for the Museum of Graffiti Red Party
- Jack Daniels Vbra Urbana Murals

### **2020:**

- The Block Skate Supply Mural Production
- Baxter E Luther Boys and Girls Club Mural Production
- Osceola Arts Kissimmee, FL "The Time for ARTisNOW"
- Tulua Bistro Mural Production, Jax Beach
- Mary Lena Gibbs Community Center Mural Production for the City of Jacksonville
- Warrington Park Basketball Court Mural Production for the City of Jacksonville
- SA Hull Elementary School Mural Productions for the Boys and Girls Clubs of NE FL
- Florida C Dwight Park Skatepark mural production for the City of Jacksonville
- Edward H White High School mural production for Boys and Girls Clubs of Northeast FL
- Few & Far and Friends! Mural festival in Richmond, VA celebrating Few & Far Women 9 year anniversary.
- A Wall Mural Projects at Bent Tree Elementary School in Miami, FL. Mural production in

collaboration with Orlando based artist Halsi.

- Set design for "Double 0 Baby" album cover, a record by Hotboii released by Interscope records. Photography and creative direction by Esdras Thelusma.

**2019:**

- Winter Haven Alligator Mural Production
- Boutique 3:16 Mural Production
- Cosmic Clouds Mural Production #3
- Paws Park Mural Project Director. 10 Mural Productions.
- Riverside Park Basketball Court Mural Production for the City of Jacksonville
- PACE Center for Girls Mural Project
- Live painting production for The Lyricist Live during Art Walk in Downtown Jacksonville
- Live collaborative mural production for Instaramp 4/20 event @ Mellow Mushroom - La Catrina restaurant interior mural productions
- Wide Open Walls mural festival mural production with Few and Far Crew
- Redbull/ Champion Brands corporate offices mural production
- Snoop Dogg mural production Wynwood, Miami for The Art Plug Agency
- Fredo Band music video mural production
- Camila Cabello and Shawn Mendes mural production for The Art Plug Agency
- Jacksonville Jaguars mural production TIAA Bank Field

**2018:**

- Strata Sounds "Another Year in Paradise" NYE Celebration (Mural Production, Exhibition Curation and Production)
- New Town Mural Production for "Josephine's Grocery Store"
- Director of Curation for Burrito Gallery Downtown
- World of Nations Event Kid's Mural Production
- Downtown Art Walk Kid's Mural Production (March, April, May)
- Phoenix Rising Festival (Coordination, Development, and Mural Production)
- The Gainesville Sidney Lanier Center Mural Project Mural Production
- Winter Haven Parks And Recreation Mural Project in collaboration with the Kid's Mural Project (3 murals in collaboration with youth + 1 mural solely by Nico)
- Richard Lewis Brown Elementary School Mural Production (2 mural productions in collaboration with youth, 2 mural productions by Nico)
- Axe Handle Saturday Mural Production in Collaboration with the University of North Florida and the Eastside Brotherhood
- Saltech Charter School Mural Production
- Boys and Girls Clubs of Northeast Florida Mural Production. Three mural productions.
- XXXTentacion Foundation x Art Plug Agency Mural Production Wynwood
- A Wall Mural Projects Santa Clara Elementary School Mural Production
- Teavana Tea x Bustle x Bushwick Collective Live Mural Production
- Few and Far Crew x Monster Energy Skate Ramp Mural Production
- Empire Records x 1am Creative Skins Album Release Party Mural Production

**2017:** 18+ mural productions (*clients including Monster Energy, City of Jacksonville..*)

**2016:** 15+ mural productions (*clients including Lil Yachty, Gastrofest, Art Republic..*)  
& more from 2013-2016

## **Collections**

- PNC Bank Corporate Collection
- Pilot Pen Corporate Collection
- Museum of Graffiti Private Collection
- Works held in private collections in Canada, the United States, Costa Rica, India, Mexico, and beyond.

## **Grants & Awards**

- 2016 SPARK Grant Award from The Cultural Council of Greater Jacksonville and Florida Blue
- 2017 PNC Arts Alive Grant
- 2017 AGC Award winner for your outstanding work in Arts Education for our community (Any Given Child/ Cathedral Arts Project)
- 2018 Winner "Production of the Year", the Cultural Council of Greater Jacksonville for the "Color Me Kona" event in collaboration with Kona Skatepark - 2018 One Spark Festival "Education" Category Winner
- 2018 TIAA Bank Community Champion Award
- 2018 Cultural Council of Greater Jacksonville Arts Awards: Production of the Year Award Recipient for Color Me Kona
- 2019 Mieux Magazine "Visual Artist of the Year"
- 2019 Community Foundation Art Ventures Grant Recipient
- 2019 Riverside Avondale Preservation Association "Neighborhood Revitalization & Imagination Award" for Riverside Park Basketball Court Mural Production - 2019 Nominee for "Art Innovator Award", the Cultural Council of Greater Jacksonville 43rd Annual Arts Awards.
- 2020 Nominee for "Community Impact Award", the Cultural Council of Greater Jacksonville 44th Annual Arts Awards.
- 2021 "Jacksonville's Best Public Art" for "Hope & History Mural" project in partnership with the University of North Florida (UNF) Center for Urban Education and Policy, on the JaxBest list created by News4Jax WJXT.

## **Exhibitions**

- Exhibition at Miami Style Gallery (2022)
- Few and Far Women 10 Year Anniversary Exhibition and Mural Production at the Wyn 317 Gallery in Miami, FL (2021)
- "10 Outta 10" Museum of Graffiti "Beachside" features the Few and Far Women crew of street artists and graffiti writers in their partnership with the Confidante in Miami Beach during Miami Art Week/Art Basel (2021)
- "The Real Surreal" Salvador Dali Exhibition at the Confidante in Miami Beach, featuring original works by Dali accompanied by inspired works created by local artists. (Miami Art Week 2020)
- 904 Pop Up Exhibition (2019)
- Grand Opening of the Modern Art Theory Gallery in Miami, FL (2018)
- The Box Gallery "Florida Femme" (2017)
- Wall Street Fine Art Gallery Grand Opening (2017)
- "Cultural Canopy" an exhibition at the Henao Contemporary Arts Center (2017 & more from 2013-2017)

## **Press**

- Venice Magazine Feature (2021)
- RadxMag cover & Feature (2020)

## **Philanthropic Work**

- Fundraiser: Nico painted a guitar which was auctioned off by Merge Culture Gallery and the Gasparilla Music Festival to raise funding for "Recycled Tunes" which provides instruments for young musicians in need (2021)
- Fundraiser: DASH (Dreams and Success Homes), Nico raffled a personal piece and organized other raffles with artists to raise funds to paint murals in housing for youth transitioning out of foster care in Miami. (2021)
- Fundraiser: Painting Raffle to raise funds for Jacksonville Cultural Council's Artist Relief Fund for artists impacted by Covid-19 (2020)
- & more from 2015-2019

## **Curation / Creative Direction**

- Few & Fairy Forest, Few & Far Women 10 Year Anniversary Art Basel Mural Production, Nico organized and participated in this mural production which included 47 women and lgbtqia+ artists from around the world. (2021)
- TPA Fest, a mural festival organized by Nico along with other board members, and included 14 artists from around the world. The Performers Academy (TPA) provides life changing support and services, as well as arts education for fostered youth in Jacksonville, FL (2021)
- "The Wall at College Park". Nico organized and participated in this mural project which included 8 different artists from Northeast Florida, and is the largest mural production in Jacksonville (2020)
- Pastel Paradise, Few & Far 9 Year Anniversary mural production in the Wynwood arts district of Miami. Nico organized and participated in this project, which included 26 women from across the country. (2020)
- Cosmic Crystals Mural Production. Nico organized and participated in this mural production which included 13 women from Jacksonville. It is the largest all-women mural production in the city. (2020)
- Event Director: "More Cowbell Album Release Party" (2019)
- Color Me Kona Music & Arts Festival Event Director (2018)
- Secret Garden Exhibition Director. A showcase of over 30 artists and performers in Orlando, FL. (2018)
- We Rise Pro Peace Music & Arts Festival Event Director (2018)
- Jax Kid's Mural Project Director (Coordination of 30 mural productions in collaboration with Jacksonville children) (2017)

## **Affiliations**

- Kid's Mural Project Director
- TPA Board Member
- Few and Far Women Board Member

**References:**

**Name:** Wyatt Parlette

**Organization:** Boys & Girls Club of Northeast Florida

**Email:** wyatt@bgcnf.org

**Phone Number:** 904-514-5565

**Address:** B&G Club NEFL, 555 W 25th St., Jacksonville, FL, 32206

**Notes:** Worked on multiple mural productions. Last project - July 15, 2022

**Name:** Marilyn Cortes-Lovato

**Organization:** Osceola Arts

**Email:** [marilyn@osceolaarts.org](mailto:marilyn@osceolaarts.org)

**Phone Number:** 773-412-4286

**Address:** Osceola Arts - 2411 E Irla Bronson Memorial Hwy, Kissimmee, FL 34744

**Notes:** Worked on multiple mural productions. Last project - April 28, 2022

**Name:** Ebony Payne English

**Organization:** The Performer's Academy

**Email:** [ebony@jaxtpa.org](mailto:ebony@jaxtpa.org)

**Phone Number:** 904-859-1937

**Notes:** Curating and organizing a mural festival and teaching youth to paint murals. Last project - July 11, 2021

**Name:** Allison Friedlin

**Organization:** Museum of Graffiti

**Title:** Co-founder

**Email:** [allisonfreidin@gmail.com](mailto:allisonfreidin@gmail.com)

**Phone Number:** +1 (305) 302-7309

**Address:** 276 NW 26th St, Miami, FL 33127

:

**Name:** Danele & Michele Pino

**Organization:** Wyn 317 Gallery

**Title:** Co-founders

**Email:** [wyn317@gmail.com](mailto:wyn317@gmail.com)

**Phone Number:** +1 (305) 761-1116

**Address:** 4320 NW Second Ave, Miami, FL 33127

# Work Samples

Artist: Nico (Nicole Holderbaum)



Name: Greenacres

Size: 4' x 500' - 2000 sq ft

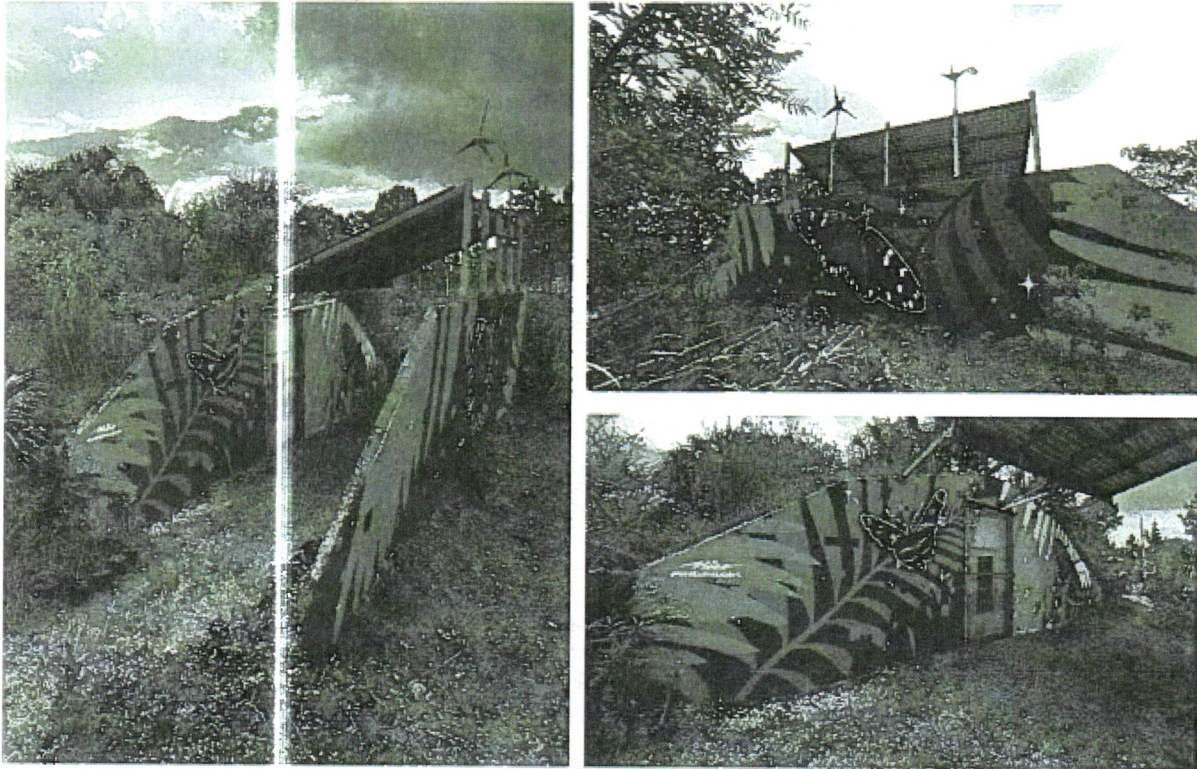
Client: City of Greenacres

Date: January 2023

Media: Spray Paint and Paint

Location: Greenacres, FL





**Name/Project:** Zoo Miami Butterfly Bunker

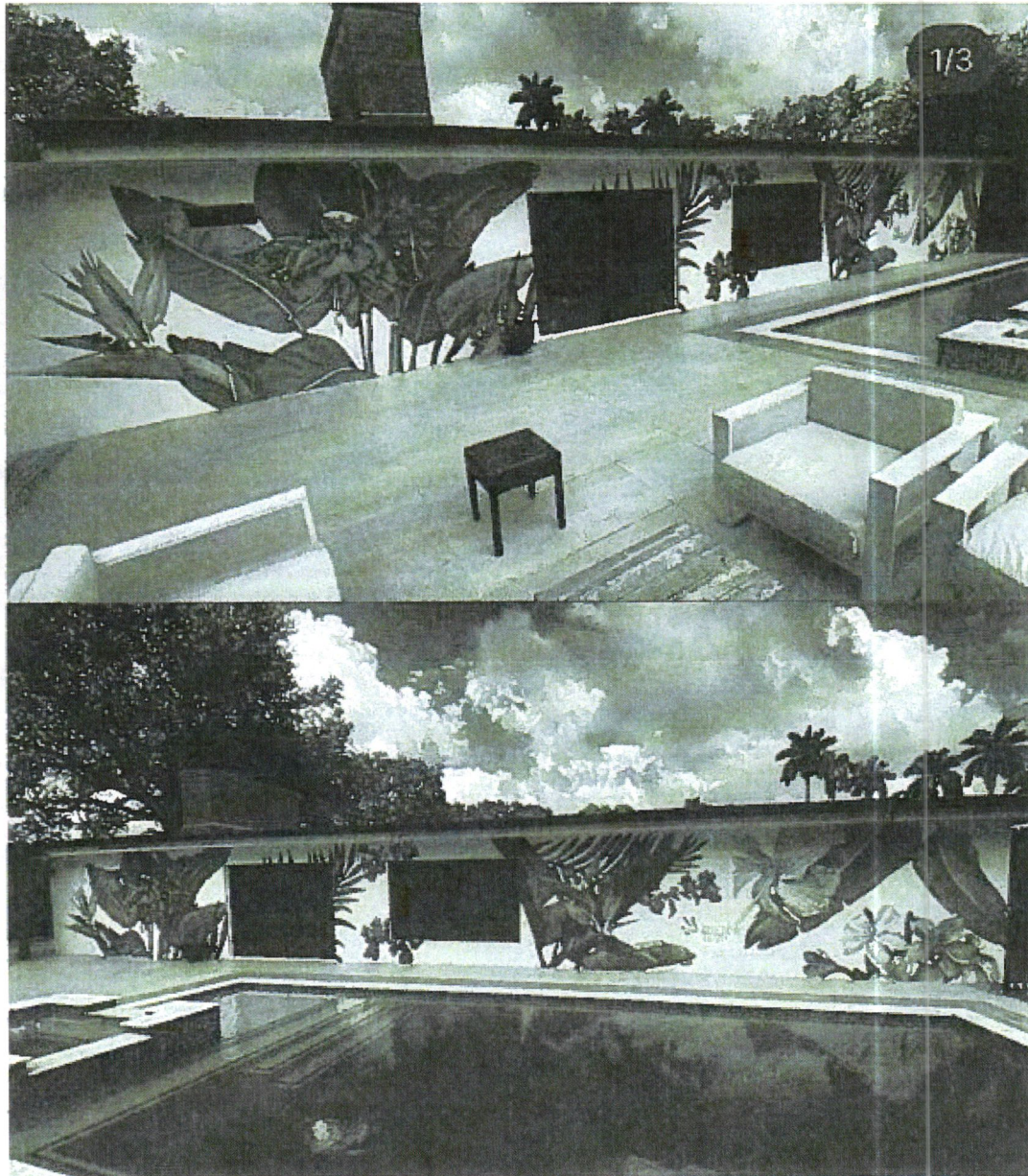
**Client:** Zoo Miami

**Size:** 8 x 65 ft. each

**Date:** July 2023

**Media:** Spray Paint & Exterior Paint

**Location:** Miami, FL



**Name/Project:** "Palm Villa"

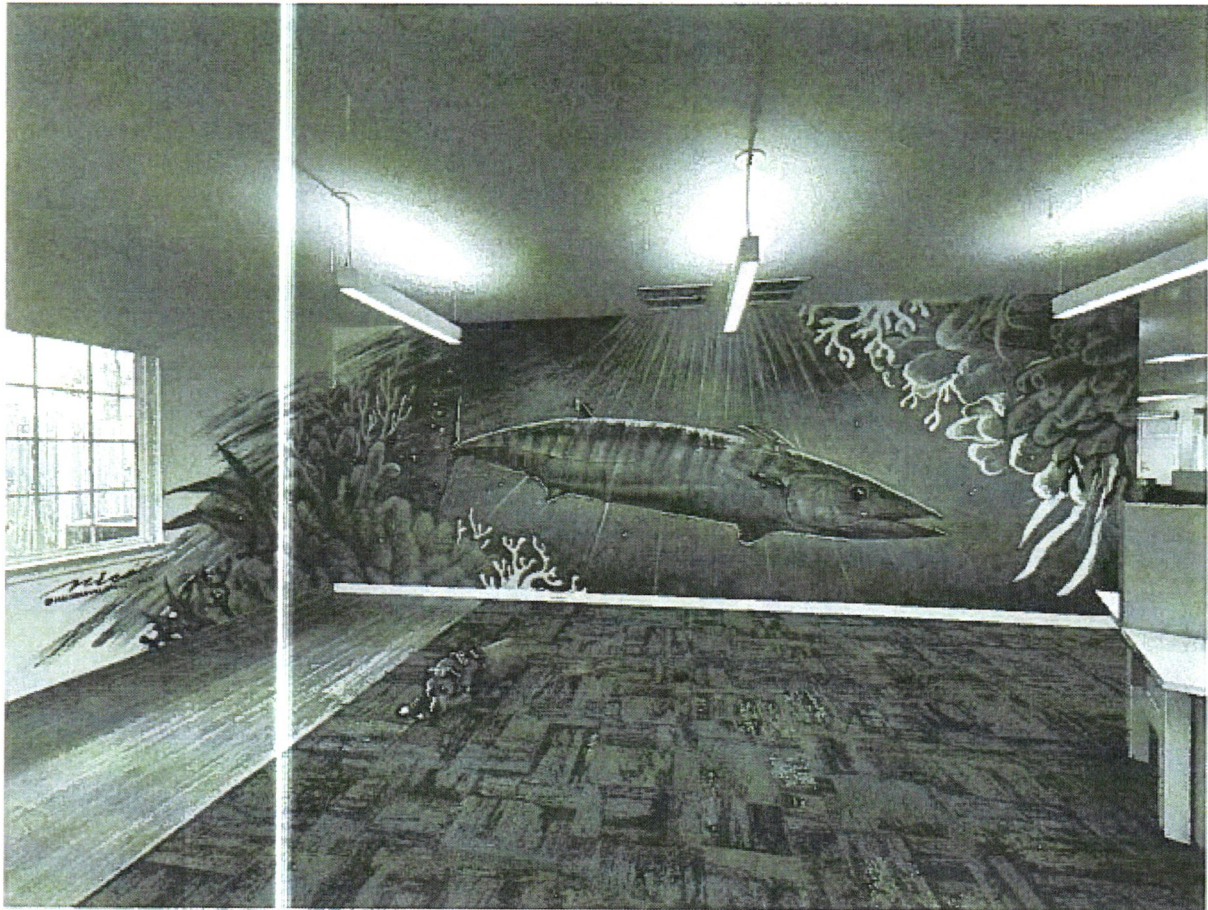
**Client:** Palm Villa Studios

**Size:** 10 x 50

**Date:** February 2022

**Media:** Spray Paint and Paint

**Location:** Miami, FL



**Name:** Majestic Wahoo

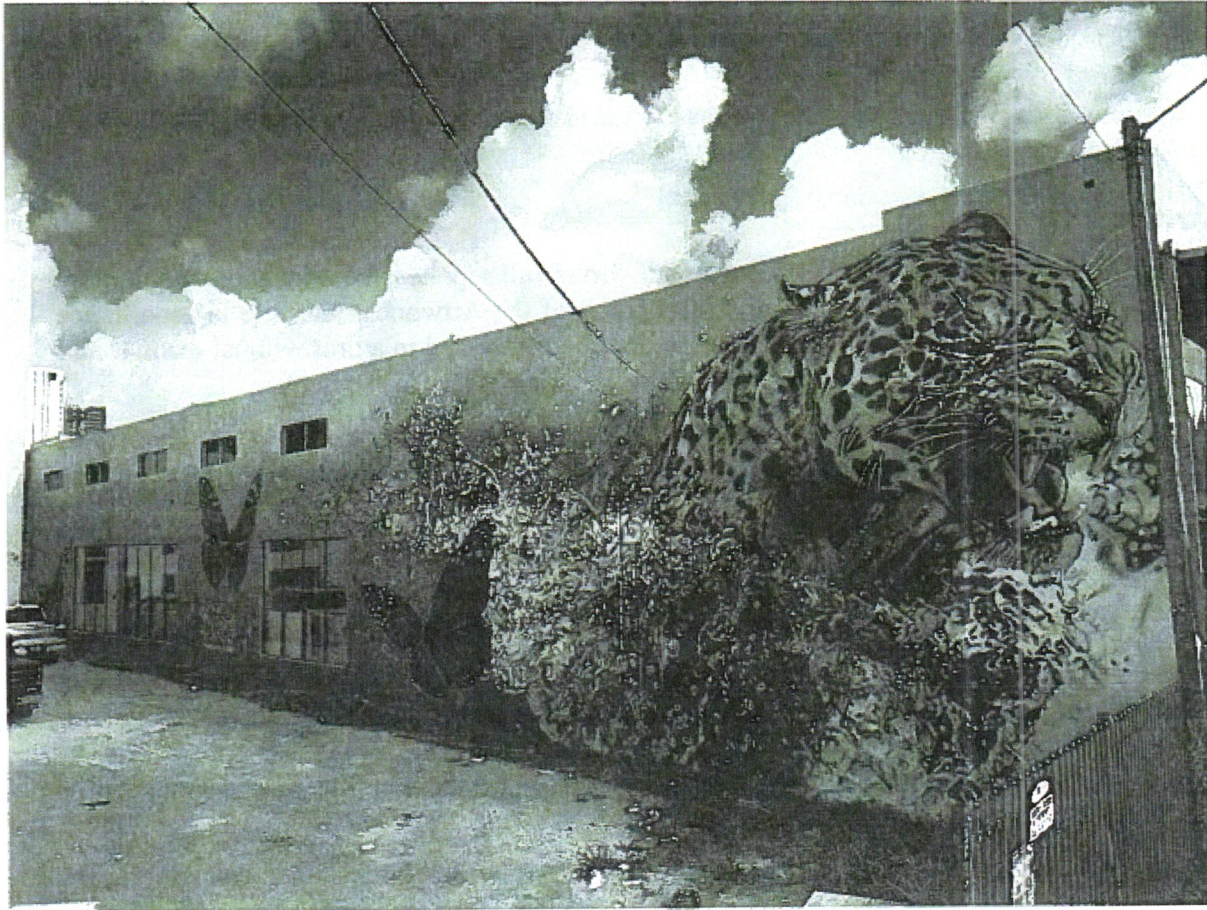
**Size:** 10' x 40'

**Client:** Wahoo Logistics

**Date:** March 2023

**Media:** Spray Paint and Paint

**Location:** Jacksonville, FL



**Name:** Untitled

**Size:** 27 x 100 ft

**Client:** Wynwood Mural Festival

**Date:** December 2019

**Media:** Spray Paint & Exterior Paint

**Location:** Miami, FL

**EXHIBIT D**  
**SCOPE OF SERVICES**

For purposes of this Exhibit, "Artwork" means a wildlife scene including the flora and fauna found in the Village area.

**1. Artist's Obligations**

- a. The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and installation of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the Village as set forth in this Agreement.
- c. The Artist shall prepare the design concept and the corresponding budget described in Section 3 of this Scope of Services. The design concept shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.
- d. Artist shall attend public information meetings with the general public, attend design and coordination meetings with Village, Artist, and other parties, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.
- e. The Artist shall complete the design of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.
- f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation and maintenance of the Artwork at the Site.
- g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the Village. If the Artist does not install the Artwork himself or herself, Artist shall supervise and approve the installation.
- h. Artist shall provide required insurance in amounts and limits specified in Section 9 of the Agreement.
- i. Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- j. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.
- k. Artist shall provide photographic documentation of the Artwork.
- l. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

## **2. Design**

### **a. Concept/Schematic**

- i. By December 15, 2023, the Artist/Artist shall submit to the Village the proposed design concept (the "Design") in the form of [detailed color drawings, models, and/or other documents] as are required to present a meaningful representation of the Artwork. The left side of the South Plaza wall measures approximately 100 feet long with varying heights of between 4 and 7 feet. The right side of the South Plaza wall measures approximately the same length with varying heights of between 1 and 3 feet. The total area of the walls is between 700 and 900 square feet. The Artwork shall be applied using a paint designed for application on concrete/streets to preserve the Artwork's integrity and protect it from natural elements.
- ii. The Artist shall visit, examine, research, and consider the Site and surrounding area. If applicable, the Artist shall also consult with representatives of the community and consider their input and concerns.
- iii. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required by the Village.
- iv. The Design must provide sufficient detail to permit the Village to assure compliance with applicable local, state or federal laws, ordinances and/or regulations.

## **3. Approval**

- a. Within 7 days after the Artist submits the Design, the Village shall notify the Artist whether it approves or disapproves of the Design. The Village shall have discretion in approving outright or with conditions or rejecting the Design.
- b. If the Village disapproves of the Design, the Village will submit to the Artist in writing the reasons for such disapproval. In such event, the Artist will submit a Revised Design within 21 days after the Village has notified the Artist of its disapproval. The Artist will not be paid an additional fee for the Revised Design.
- c. Once the Village has approved the Design, the Village will schedule a final design presentation before the Public Art Selection Committee. If the Public Art Selection Committee requires any revisions to the Design, the Village will submit those in writing to the Artist. The Artist will have 21 days to comply with such revisions. If agreed upon by both parties, such revisions will become a part of the Design.

## **4. Budget, Payment Schedule, Construction Schedule and Progress Reports**

### **a. Budget**

- i. If the Artist incurs costs in excess of the project budget, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained approval for such costs from the Village (or such costs were the result of actions or inaction of the Village).
- b. Schedule
  - i. The Artist shall notify the Village of the tentative schedule for the design and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any. The Village Manager may agree to amend the Schedule by written agreement.

## **5. Installation**

- a. Upon the Village's final approval of the Artwork, as being in conformity with the Design, the Artist shall paint and install the Artwork onto the Site in accordance with the schedule provided for in Section 4(b) of this Scope of Services.
- b. The Artist will coordinate closely with the Village to ascertain that the Site is prepared to receive the Artwork. Artist must notify Village of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the Village to ensure timely coordination with the Village's Public Works Department. Artist may not install the Artwork until authorized to do so by the Village.
- c. The Artist shall be present to supervise the installation of the Artwork.
- d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the Village for purposes of Article 4 and Article 6 of this Agreement.
- e. Within 5 days after installation of the Artwork, the Artist shall furnish the Village with the following photographs of the Artwork as installed: A set of three digital, 300 dpi, JPG or TIFF files, of the Artwork, provided to the Village. Photographs must be labeled with the name of the Artwork, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken. The Artist shall also furnish the Village with a full written narrative description of the Artwork.

## **6. Approval and Acceptance**

- a. The Artist shall notify the Village in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.
- b. The Village shall promptly notify the Artist of its final acceptance of the Artwork within 5 days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the Village submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the Village acknowledges completion of the Artwork in substantial conformity with the Design, and that the Village confirms that all services

as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon acceptance and final payment.

- c. If the Village disputes that all the services have been performed, the Village shall notify the Artist in writing of those services the Artist has failed to perform within 5 days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the Village.
- d. If the Artist disputes the Village's determination that not all services have been performed, the Artist shall submit reasons in writing to the Village within 5 days of the Village's prior notification to the contrary. The Village shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the Village.
- e. Upon the resolution of any disputes that arise under paragraphs © and (d) of this section, the Village shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).
- f. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the Village and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.
  - i. During such public presentations by the Artist, the Artist shall acknowledge the Village's role in funding the Artwork.
  - ii. The Village shall be solely responsible for coordinating public information materials and activities related to public presentations.



**EXHIBIT E**

**JOINDER AND CONSENT**

I, **NICOLE HOLDERBAUM**, individually, do hereby join in and consent to the terms and conditions of the Artist Agreement between North Bay Village and Painted, Incorporated (the "Agreement"), to which this Joinder and Consent is attached, and acknowledge and agree that the terms and conditions of the Agreement are and shall be binding upon the undersigned and my successors, heirs, beneficiaries, and/or assigns.

IN WITNESS WHEREOF, this Consent and Joinder to Artist Agreement has been executed this 16<sup>th</sup> day of DEC, 2023.

In the presence of:

+ Cintia Portillo  
Witness #1 Print Name: Cintia Portillo  
Niv Ramati  
Witness #2 Print Name: Niv

Signed, sealed and delivered by:

Nicole Holderbaum  
Print Name: NICOLE HOLDERBAUM

**ACKNOWLEDGMENT**

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of December, 2023, by Nicole Holderbaum (name of person).

Isak Kriz Chavez  
Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: FL)
- Did take an oath; or
- Did not take an oath

