

Artwork Commission Agreement

THIS AGREEMENT is entered into this 19th day of December, 2025, by and between the City of Port St. Lucie, a Florida municipal corporation (hereinafter the "City") located at 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984 and Talley Fisher Studio, LLC, (hereinafter "Artist") located at 475 Valley View Road, Bellefonte, PA 16823.

WHEREAS, the City requires the services of an artist or artist team to conceptualize, fabricate, and install a suspended artwork in the interior vestibule of the newly remodeled Port St. Lucie City Hall; and

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

WHEREAS, the City has selected the Artist based upon the Artist's work and qualifications; and

WHEREAS, the Artist and the City wish to perform under the terms and conditions of this Agreement to complete the project (the "Project").

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS
HEREINAFTER SET FORTH, IT IS AGREED AS FOLLOWS:**

Article 1. Scope of Services

I. Artist's Obligations. The Artist shall:

- A. Perform all services and furnish all supplies, material and/or work equipment as necessary for the design, fabrication, transportation and installation of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- B. Be responsible for obtaining any necessary permits to install the Artwork.
- C. Determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the City, as set forth in this Agreement.
- D. Prepare the design concept described in Section 1.3 of this Agreement.
- E. Specify, in writing, the scope of work needed for the City to prep the site, to be consistent with any existing plans provided to Artist by the City.
- F. Inform Artist's Team, (including but not limited to Artist's structural engineer) of any existing plans provided by the City needed to be considered when creating Artwork design.
- G. Complete the fabrication, transportation and installation of the Artwork by the scheduled dates as provided in the Proposed Schedule/Time Frame included in Exhibit E.
- H. Arrange for the transportation and installation of the Artwork in coordination with the City. If the Artist does not install the Artwork him/herself, the Artist shall supervise and approve the installation. Prior to the installation of the Artwork, the Artist shall inspect the Site to ensure that it is ready to accept the Artwork and compliant with the specifications provided by the Artist. The Artist shall notify the City of any perceived conflict, defect or non-compliance with specifications.
- I. Procure and provide required insurance in amounts and limits specified in Article 5 and Exhibit D.
- J. Inform the City of the progress of each phase of work completed under the Agreement in the form of photographic documentation and written description as indicated in the Budget/Payment Schedule, Exhibit B.

II. City's Obligations. The City Shall:

- A. Assign an informed person ("Project Coordinator") to work with the Artist on the Project.
- B. Be responsible for providing the Artist, at the City's sole expense, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform. The Project Coordinator will facilitate Artist's application for any permits required for the Project.
- C. Inform Artist of any existing site plans (including but not limited to the Unistrut system) to allow Artist to inform Artist's team of any considerations needed in planning Artwork design.
- D. Prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement.
- E. Be responsible for all expenses, labor and equipment to prepare the Site for the timely transportation and installation of the Artwork.
- F. Complete the Site preparations by the scheduled installation date as provided in the Proposed Schedule/Time Frame included in Exhibit E or shall contact the Artist in writing informing him/her of any delays.
- G. Be responsible for any structural or finishing modifications to the Site, in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement.
- H. Provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © Talley Fisher, 2026. If the plaque is to be placed on the Artwork or Artwork pedestal, it should be done in consultation with the Artist.

III. Design

A. Concept/Schematic

The Artist submitted design concepts/schematics (the "Design") which were selected and approved by the City, consisting of colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how they will be installed at the Site, mock-ups, color and materials samples, and proposed fabrication methods. The Design are attached to this Agreement as Exhibit A.

B. Approval

Within forty-five (45) days after the execution of this agreement, the City shall notify the Artist if City requires any revisions to the Design to comply with any applicable laws, ordinances, and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design. At the moment of approval for the Artwork, the City must also approve the Artist's intended display elements at the Site, including but not limited to plinths or other related display structures pertaining to the physical integrity of the Artwork at the Site and the Artist's installation plan

C. Proposed Change After Approval

After the final form of the Work is approved by the City, the Artist may not change or alter the Artwork without the City's prior written consent at the City's sole discretion. Artist shall bear the sole responsibility and cost of removing and/or repairing any added design elements that are not approved, in writing, by the City.

D. Final Design/Construction Documents

Upon approval of the Design by City, Artist is authorized to proceed with the final Design(s) which shall include the following:

1. Any approved amended versions of drawings, renderings, maquettes, plans or finish samples included in the Preliminary Design; and
2. Engineered drawings of the Artwork' structural components, fabrication and installation methods, which must be signed and stamped by licensed design professionals/engineers licensed in the State of Florida; and
3. Detailed drawings, plans and/or written descriptions of all work to be done on or to the Site by City before and after installation of the Artwork (the "Final Design").
4. Upon approval by the City, the Final Design as approved (the "Approved Design") shall be attached as Exhibit I to this Agreement. The Artist shall provide a set of as-built drawings for the Work following its installation.

IV. Budget and Payment Schedule

A. Budget

1. The budget for this project shall not exceed \$150,000.00 which is inclusive of all costs associated with the project, including but not limited to: artist expenses/honorarium, administration, sub-consultants, travel/lodging, artwork fabrication (including materials, details and specifications), sculpture and hardware below the ceiling (including but not limited to eyebolts, rods, or similar, etc.,) artwork storage, transportation and installation, related permits, licenses, taxes and insurance.
2. The Artist shall prepare a budget ("Artist Budget,") which shall include all goods, services and materials with such costs itemized. The Artist Budget is attached hereto as Exhibit C.
3. If the Artist incurs costs in excess of the amount listed in the Artist Budget, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the City.

B. Payment Schedule

1. Artist's completion milestones and payment schedule are set forth in Exhibit B.
2. A completed W9 and invoices are required for processing payment.
3. Payments will be made via ACH in accordance with City policy and procedures.

IV. Fabrication and Installation

C. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not substantially deviate from the Design without written approval of the City.

D. Should Artist not install the Artwork in substantial conformity with the Design, Artist shall bear the responsibility, including any costs, for the City to make any repairs to the Site, including but limited to any alterations to the Site to accommodate the Artwork or any damages the infrastructure or to surrounding fixed furniture.

E. The Artist shall provide at least ten (10) days' notice to the City, in writing, when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site.

F. The City shall promptly notify the Artist of any delays impacting installation of the Artwork.

G. The Artist shall inspect the Site at least ten (10) days prior to, but no greater than thirty (30) days prior to, the transportation and installation of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork, and which are in need of correction within five (5) business days of the discovery of such adverse Site conditions. Failure to inspect the site by the Artist shall be deemed as an acceptance of the Site conditions.

H. The Artist shall deliver and install the Artwork to the Site in accordance with the Proposed Schedule/Timeframe included in Exhibit E.

I. The Artist shall be present to supervise the installation of the Artwork.

J. Upon completion of the installation of the Artwork, the Artwork shall be deemed to be in the custody of the City for purposes of Article 3 and Article 5 of this Agreement, and the City assumes responsibility for the Artwork.

K. Upon completion of the installation of the Artwork, the Artist shall provide the City with written instructions for the future maintenance and preservation of the Artwork.

L. Notwithstanding any contrary language in the Project Timelines, Exhibit E, Artist may not install the Artwork until authorized to do so by the City in writing.

Article 2. Terms of Agreement

I. Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall remain in effect until the City receives title to the Artwork ("Termination Date").

II. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event of a Force Majeure Event. As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g. power or water) through no fault of Artist, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that is an actual and direct result of such Force Majeure Event. In the event that Artist claims a delay for a Force Majeure Event, Artist must make a claim for an extension in writing to City within five (5) business days after the occurrence of a Force Majeure Event for which such claim is being made.

Article 3. Risk of Loss. The Artist shall bear the risk of loss or damage to the Artwork until completion of the installation of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

Article 4. Artist's Representations and Warranties

I. Warranties of Title

The Artist represents and warrants that:

- A. The Artwork is solely the result of the artistic effort of the Artist;
- B. Except as otherwise disclosed in writing to the City, the Artwork are unique and original and do not infringe upon any copyright or the rights of any person.
- C. The Parties acknowledge that the Artist's works often share a common inspiration and design elements and recognize the possible overlap of certain design elements with the Artist's past and future works. Nothing contained herein shall preclude Artist from creating any future artwork in the artistic manner and style of the Artist.;
- D. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- E. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- F. The Artwork are free and clear of any liens from any source whatsoever;
- G. All Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;

H. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

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

J. These representations and warranties shall survive the termination or other extinction of this Agreement;

K. Artist shall provide the City with Warranty of Titles, Exhibit F, certifying that the Artwork is free of liens, claims or other encumbrances and that Artist has the legal ability to make this sale upon the completion of installation and final payment to the Artist.

II. **Warranties of Quality and Condition**

A. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for two (2) years after the Termination Date ("Warranty Period").

B. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation instructions submitted by the Artist upon completion of the Artwork.

C. If, within the Warranty Period, the City observes any breach of warranty described in this agreement that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional standards, at the sole cost and expense of the Artist. The City shall give notice to the Artist of such breach with reasonable promptness.

D. If, after the Warranty Period, the City observes any breach of warranty described in this agreement that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.

E. The foregoing Warranties of Quality and Condition are conditional and shall be voided by the City's failure to maintain the Artwork in accordance with Artist's specifications and the applicable conservation standards.

Article 5. Insurance and Indemnification

I. General

A. The Artist acknowledges that until completion of the installation of the Artwork, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.

B. Artist shall procure insurance coverages as set forth in Exhibit D for the entire duration of the installation.

II. Indemnity

The Artist shall indemnify, defend, and hold harmless the City, its representatives, employees, and elected officials, from and against all claims, causes, demands, legal fees, costs, losses, damages or other expenses occasioned by any act, conduct, negligence, error or omission by the Artist or its respective agents, employees or delegates in the performance of this Agreement or occasioned wholly or in part by any act, conduct, error or omission by the Artist or its respective agents, employees or delegates in the performance of this Agreement, occurring during the term of this Agreement. In agreeing to this paragraph, the City does not alter, extend or waive any defense of sovereign

immunity to which it may be entitled under the Florida Constitution, section 768.28, Florida Statues, or as otherwise provided by law. This Paragraph shall survive the termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

Article 6. Ownership and Intellectual Property Rights

I. Title

Title to the Artwork shall pass to the City upon completion of the Artwork, completion of installation of the Artwork, and final payment by City to Artist pursuant to Exhibit B. The Artist hereby acknowledges that upon the Work's transfer of ownership to the City, the Artwork will be accessioned into the Port St. Lucie Public Art Collection (hereinafter "Collection").

II. Copyright Ownership

A. **Artist Copyright:** The Artist retains ownership of the copyright in the Artwork and in any plans, diagrams, installation instructions, drawings, models, and any other work product materials pertaining to the Artwork produced by the Artist. The Artist represents and warrants to the City that the Artwork and materials pertaining to the Work (including but not limited to instructions, plans, diagrams, models, and sketches) will be original to the Artist and all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright, and do not violate any third party's copyright or other intellectual property rights.

B. **City Copyright:** The Artist agrees that the City and its agents may document the Artwork, and any renderings of the Artwork or work product, including, without limitation, its display, installation, and deinstallation, by all modern methods available (including but not limited to photography and video) for archival, promotional, publicity, educational, and any other non-commercial purposes as the City shall determine and that the City shall own the copyright in any and all City documentation. City will give credit to the Artist as specified herein when images of the Artwork are published.

III. Reproduction Rights

A. **Artist License:** The Artist hereby grants the City an exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute images of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publication provided that these rights are exercised in a tasteful and professional manner.

B. **City License:** The City hereby grants the Artist a non-exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute images of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publication provided that these rights are exercised in a tasteful and professional manner.

C. All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: © ARTIST, 2026.

D. The Artist shall use his best efforts in any public showing or resume use of reproductions of the Artwork to give acknowledgment to the City in substantially the following form: "An original artwork owned and commissioned by the City of Port St. Lucie, Florida."

E. The City shall be entitled to make reproductions of the Artwork for commercial purposes including, but not limited to, t-shirts, postcards and posters, if any.

Article 7. Artist's Rights

I.General

- A. The Artist waives their rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification, or destruction of that work, for whatever reason and for whatever use of the Artwork(s) such distortion, mutilation, modification, or destruction of work is undertaken.
- B. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. §106A(a)(1) or §106A(a)(2).
- C. If any substantial alteration or damage to the Artwork(s) occurs, the Artist shall have the right to disclaim authorship of the Artwork(s).
- D. The Artist understands, and consents, to the City using any secondary material, including but not limited to, lighting, décor, signage, etc. without first obtaining permission from the Artist.

II.Deaccession

of Artwork(s)

Artist hereby acknowledges that the City may deaccession the Artwork(s), including but not limited to, taking one of the following actions:

- A. selling the Artwork(s);
- B. donating the Artwork(s); or
- C. discarding or destroying the Artwork(s);

III.Sale of Artwork(s)

In accordance with the Policy, the artist, or estate of the artist, will be given the first option to purchase or exchange the Artwork(s). In the event the City receives a bona fide written offer from any third party to purchase the Artwork(s), which the City desires to accept, Artist has the right and may elect to purchase the Artwork(s) at the price offered by such third party (the "Offered Price"). The City shall give notice to Artist, including delivery to Artist of a true and exact copy of the written bona fide offer, and allow Artist thirty (30) calendar days subsequent to OWNER's receipt of such notice within which Artist may elect to purchase the Artwork(s) from the City, and in the event Artist so elects to purchase the Artwork(s) by giving notice of such election to the City within the thirty (30) day period the City shall sell the Artwork(s) to Artist at the offered Price.

Article 8. Artist as an Independent Contractor

- I.The Artist agrees to perform all work under this Agreement as an independent contractor and not as an employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the City with the power to bind in any manner. The Artist shall provide the City with the Artist's Tax Identification number and any proof of such number as requested by the City.

Article 9. Assignment of Artwork

- I.The work and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, which consent will not be unreasonably withheld.

Article 10. Termination and Default

- I.If either party to this agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice of default to the defaulting party of its intent to terminate specifying the grounds for termination. The

defaulting party shall have 30 days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement may be terminated.

II.If the Artist defaults, fails to cure, and the City terminates the Agreement pursuant to such failure to cure, then the Artist shall return to the City all funds provided by the City. All finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist.

III.Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for Force Majeure Events beyond such Party's reasonable control. If a Party claims termination for a Force Majeure Event, such party must provide notice within ten (10) business days after the occurrence of a Force Majeure Event for which such termination is being made. Additionally, notice of termination of this Agreement, for a Force Majeure Event, shall be given to the non-terminating party in writing not less than ten (10) days prior to the effective date of termination.

IV.The City may terminate this Agreement without cause upon sixty (60) days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in Exhibit B of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit B. The Artist shall retain possession and title to the plans, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.

V.Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Article 11. Death or Incapacity

I.If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for purposes of Article 10.

II.In the event of incapacity, the Artist shall assign his obligations and services under this Agreement to another artist provided that the City approves of the new artist and so agrees in writing. If the City does not agree, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 6 and Article 7 in the event of termination pursuant to this provision.

III.In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain rights under Article 6 and Article 7.

Article 12. Waiver. The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

Article 13. Jury Trial Waiver. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or Termination of this Agreement.

Article 14. Amendments. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 15. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Florida, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 16. Choice of Law; Venue. This Agreement shall be governed by the laws of the State of Florida both as to interpretation and performance. The venue of any action taken to enforce this Agreement, arising out of the Agreement, or related to the Agreement, shall be in St. Lucie County, Florida.

Article 17. Entire Agreement . This Agreement embodies the whole understanding of the parties hereto with respect to the subject matter set forth herein. There is no promise, term, condition or obligation between the parties with respect to the subject matter set forth in this Agreement, other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements between the parties, either oral or written, with respect thereto.

Article 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Article 19. Public Records. Artist and any subcontractors shall comply with section 119.0701, Florida Statutes. Artist and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Artist in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Artist shall comply with Florida's Public Records Laws. ARTIST'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Artist agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

2. During the term of the Agreement, the Artist shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly

related to this Agreement. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Artist's records under this Agreement include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Artist agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Agreement.

5. An Artist who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

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 term and following completion of the Agreement if the Artist does not transfer the records to the City.

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

**IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com**

For City:

Name _____

Title _____

Date _____

For Artist:

Name Talley Fisher

Title Managing Member

Date December 19, 2025

NOTARIZATION AS TO ARTIST'S EXECUTION

STATE OF Pennsylvania)
COUNTY OF Centre) ss

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19 day of December 2025, by Paula S. Sampsel on behalf of Talley Fisher, is [+] personally known to me to be the person who executed the foregoing instrument, or who has [] produced the following identification:

Paula S. Sampsel
Signature of Notary Public

July 14, 2026
My Commission expires

Commonwealth of Pennsylvania - Notary Seal
Paula S. Sampsel, Notary Public
Centre County
My Commission Expires July 14, 2026
Commission number 1225984



Exhibit A: Design

NORTH LOBBY SUSPENDED SCULPTURE CONCEPT
Port St. Lucie City Hall

Talley Fisher ©2025
Talley Fisher Studio, LLC
475 Valley View Rd, Bellefonte, PA 16823
Cell: 541.517.1634
www.talleyfisher.com

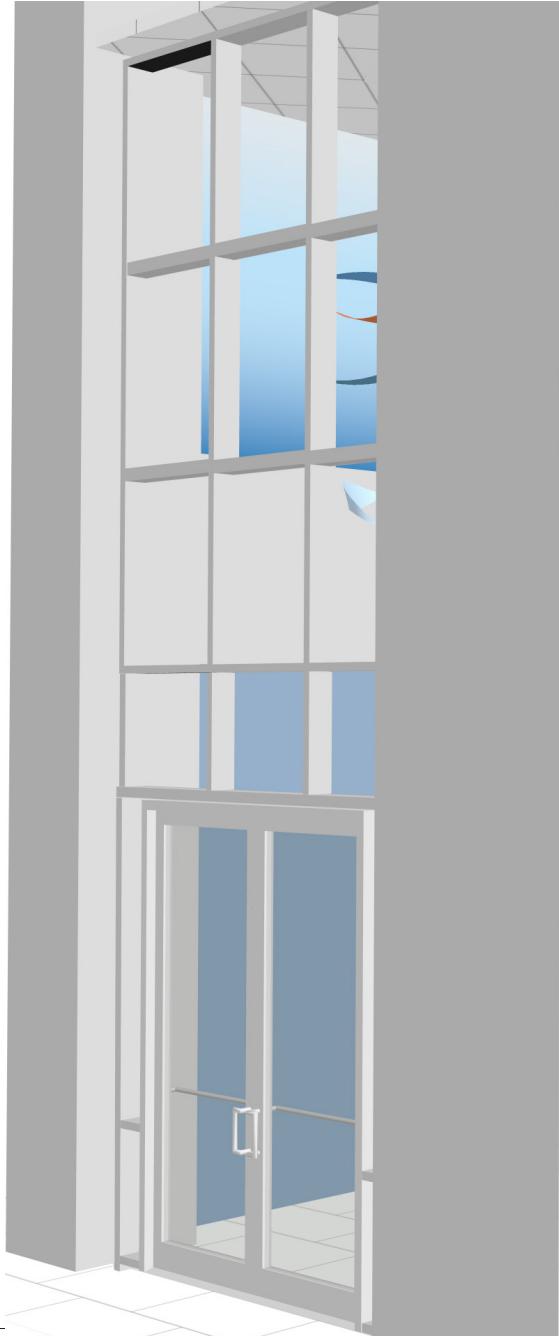
**TALLEY
FISHER
STUDIO**



Birds flying over the water during sunset in St. Lucie Inlet Preserve State Park.



The gentle forms and patterns of rippling waves.



Description:

Inspired by the patterns of the surrounding landscape, waves of perforated aluminum ripple and swirl around the lobby, celebrating the natural beauty of the Florida coast and its many waterways. Abstracted seabirds, illuminated by the fiery colors of the setting sun, appear to sail over the water. This immersive sculpture not only references the Treasure Coast, but also represents the interconnectivity and diversity of the Port St. Lucie community.

The composition of the sculpture allows for maximum viewership from the ground, second floor balcony, as well as the exterior as it welcomes visitors to City Hall. Organic shapes reflect those found in the Port St. Lucie logo and provide a contrast to the angular elements of the North Lobby.



The perforated material creates an almost ethereal effect while allowing natural light to pass through readily. Fascinating moire patterns also appear where the perforations overlap, creating a sense of movement as the viewer navigates the space. Wave-shaped mounting plates allow for minimal connections to the ceiling and spark additional interest as either clouds or wind.

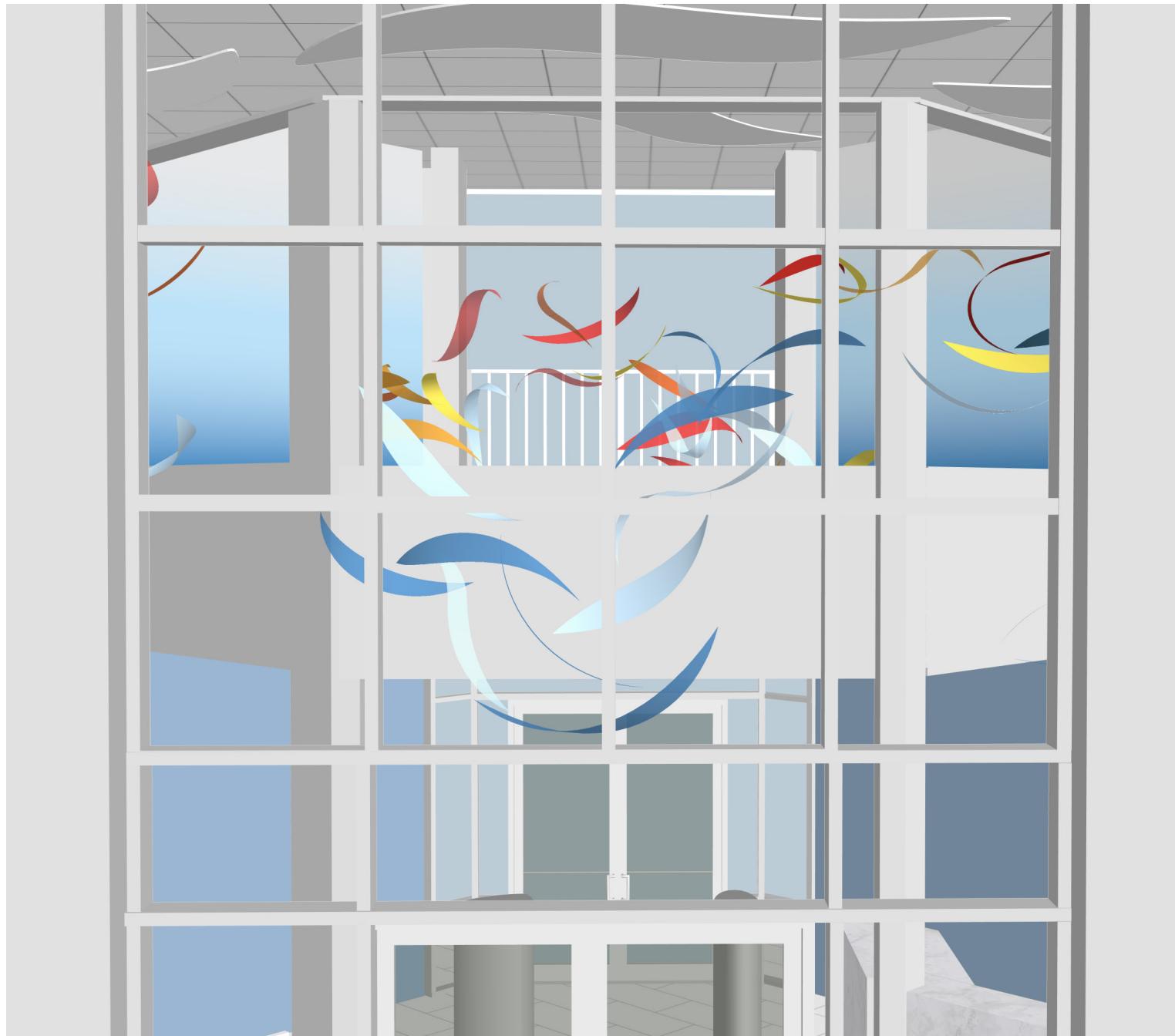
Powder coating adds durability and allows for a variety of UV inhibited finishes, from iridescent to color-shifting gradients. With an almost infinite number of choices, brand colors can easily be incorporated into the design if desired.



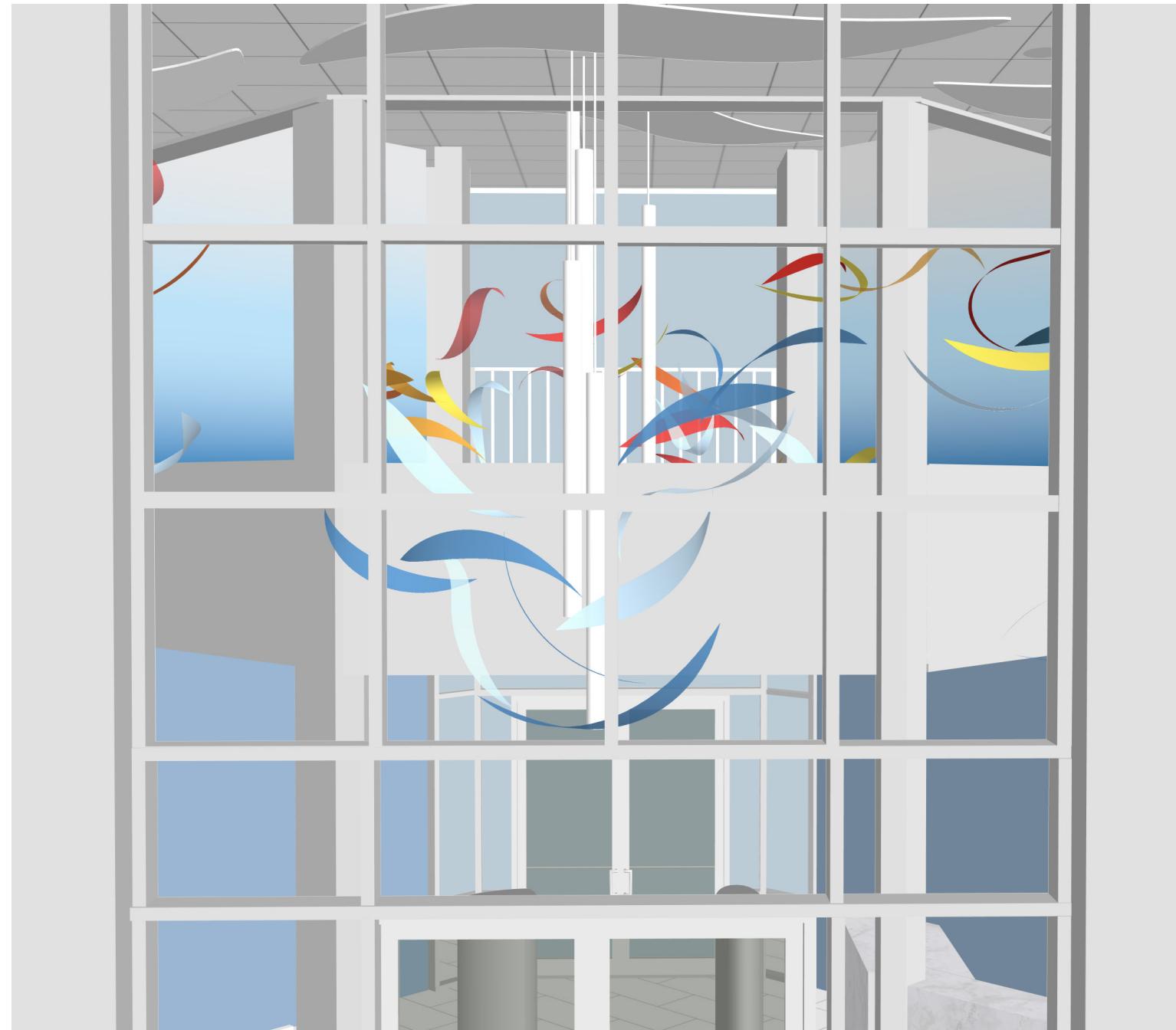
SUSPENDED SCULPTURE CONCEPT
VIEW FROM ENTRY
Port St. Lucie - City Hall

APPROXIMATE DIMENSIONS: 30' L X 21' W X 10' H
MATERIAL: Powder coated perforated aluminum, stainless steel cable, aluminum mounting plates.

©2025 Talley Fisher Studio, LLC



WITHOUT LIGHTS



WITH LIGHTS

SUSPENDED SCULPTURE CONCEPT
VIEW FROM FRONT
Port St. Lucie - City Hall

APPROXIMATE DIMENSIONS: 30' L X 21' W X 10' H
MATERIAL: Powder coated perforated aluminum, stainless steel cable, aluminum mounting plates.

©2025 Talley Fisher Studio, LLC



WITHOUT LIGHTS



WITH LIGHTS

SUSPENDED SCULPTURE CONCEPT
VIEW FROM INTERIOR
Port St. Lucie - City Hall

APPROXIMATE DIMENSIONS: 30' L X 21' W X 10' H
MATERIAL: Powder coated perforated aluminum, stainless steel cable, aluminum mounting plates.

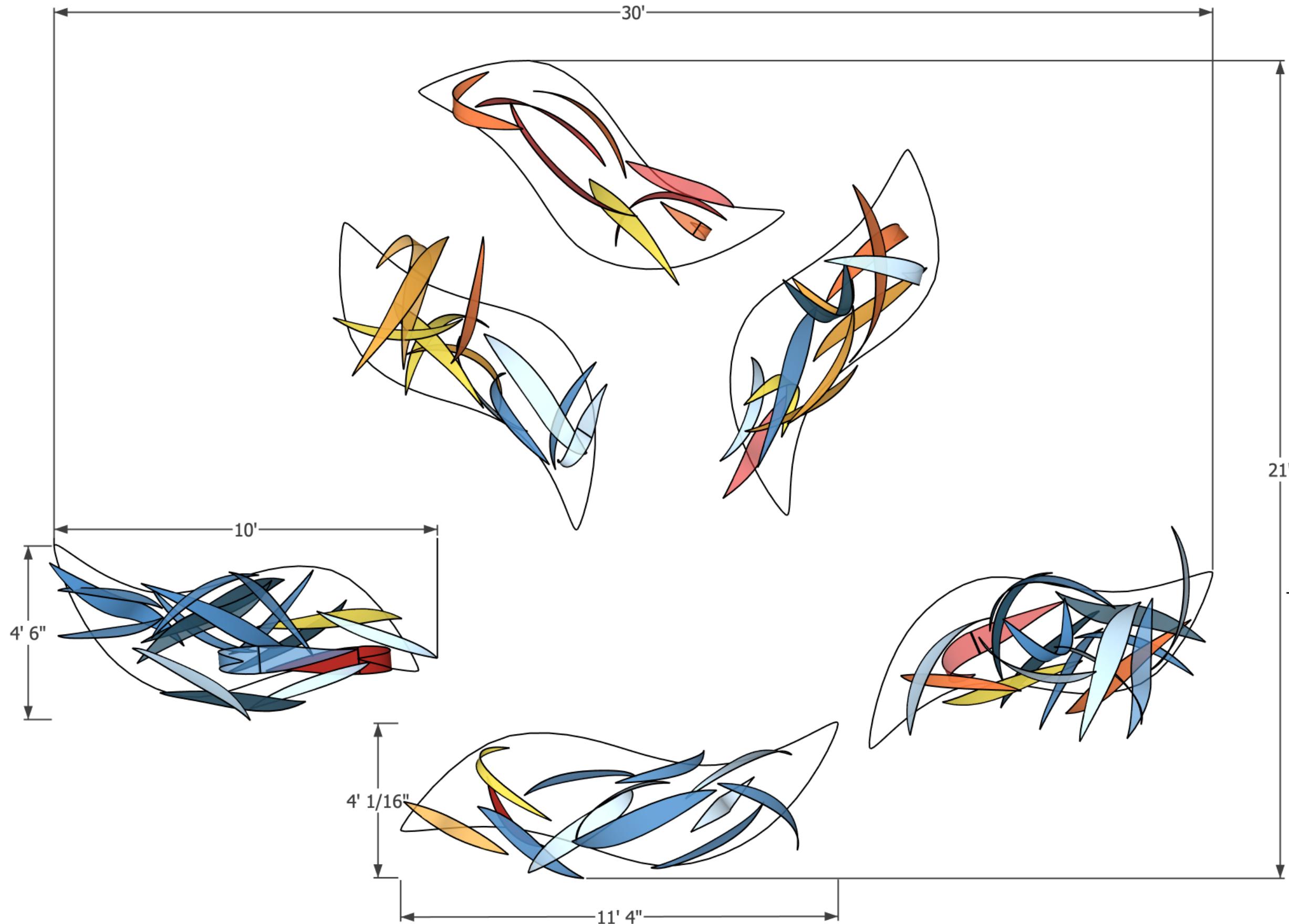
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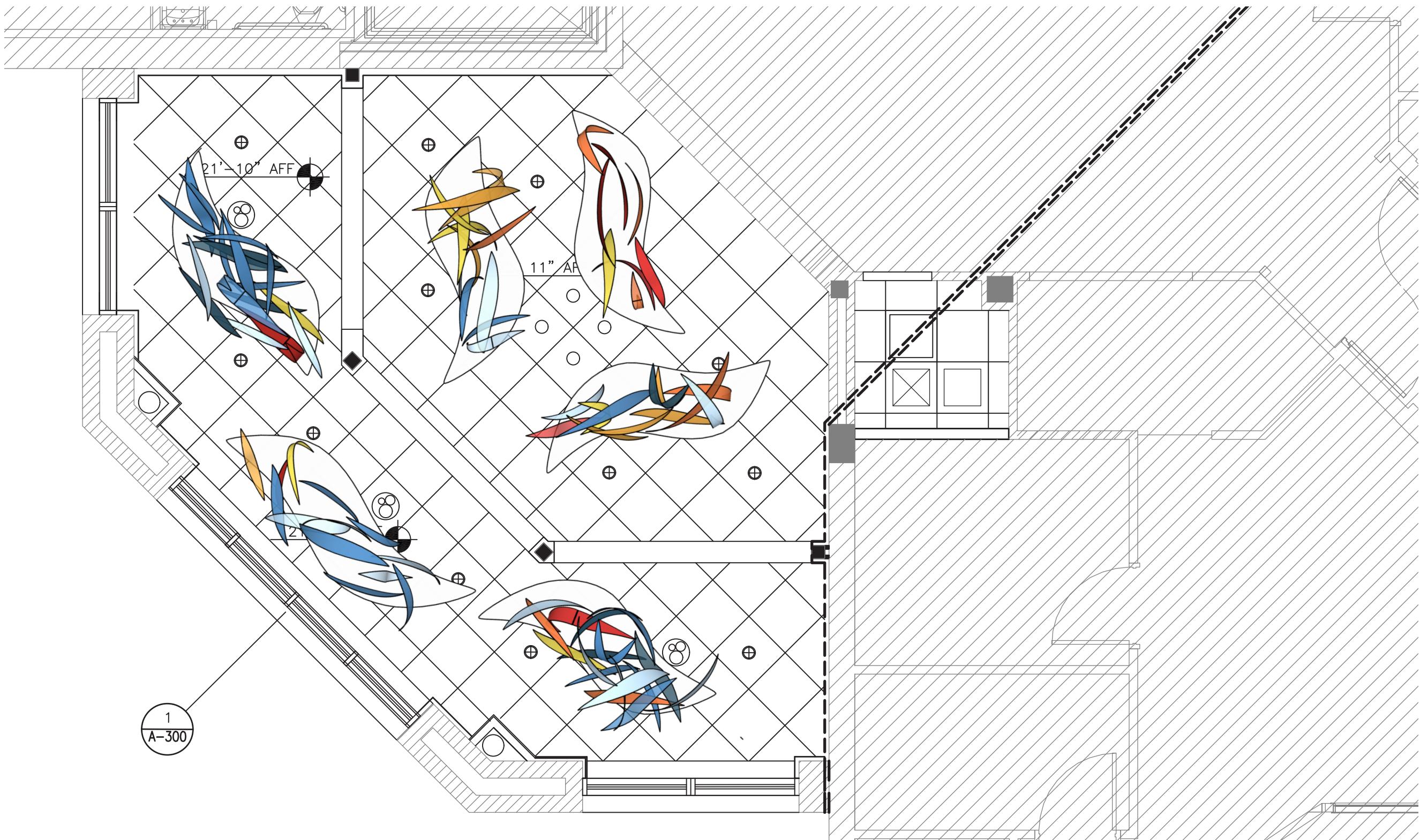
SUSPENDED SCULPTURE CONCEPT
VIEW FROM SECOND FLOOR
Port St. Lucie - City Hall

APPROXIMATE DIMENSIONS: 30' L X 21' W X 10' H
MATERIAL: Powder coated perforated aluminum, stainless steel cable, aluminum mounting plates.

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SUSPENDED SCULPTURE CONCEPT - SCULPTURE ONLY REFLECTED CEILING PLAN
Port St. Lucie - City Hall



ENLARGED SECOND FLOOR REFLECTED CEILING LOBBY PLAN

SCALE: 1/4" = 1'-0"

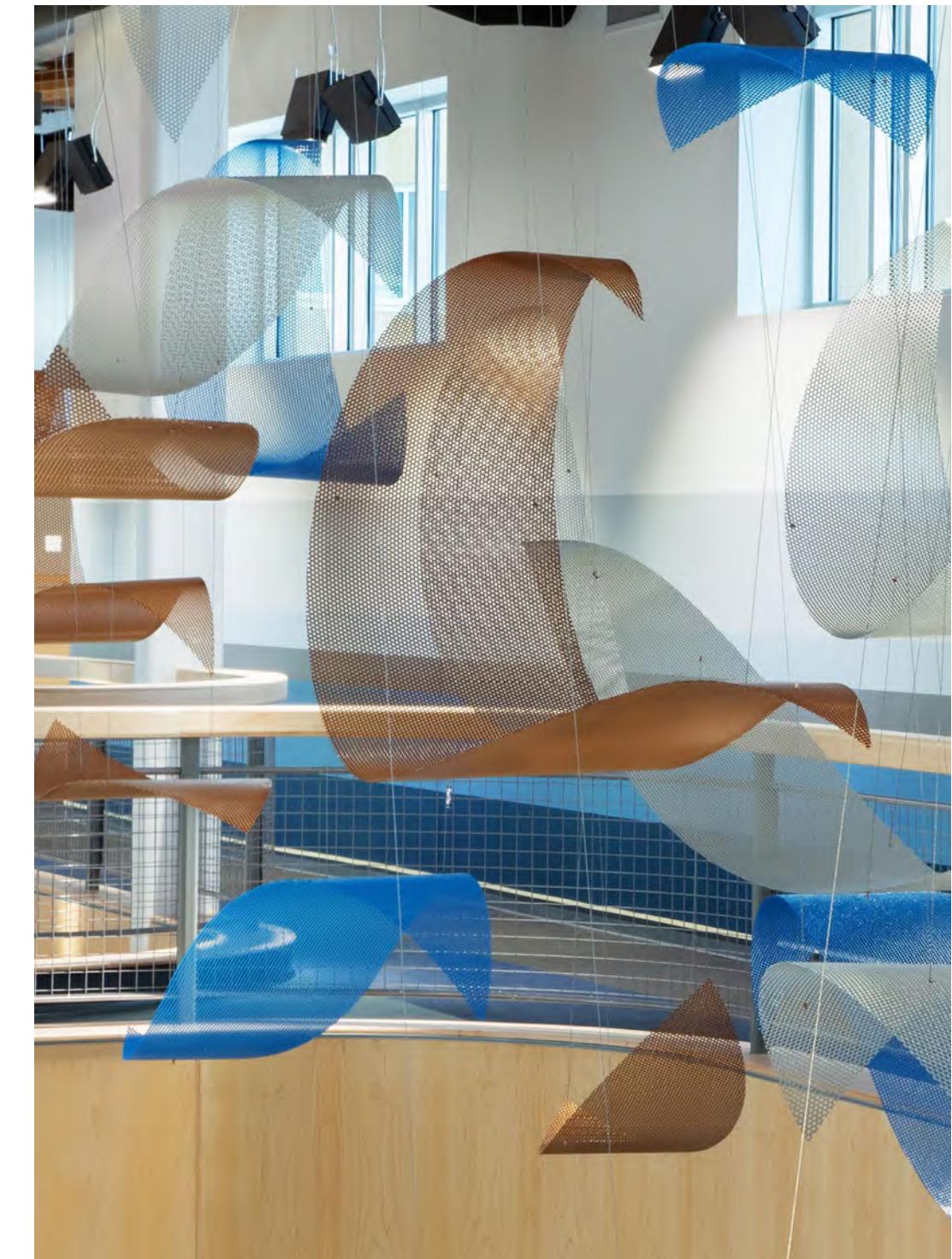
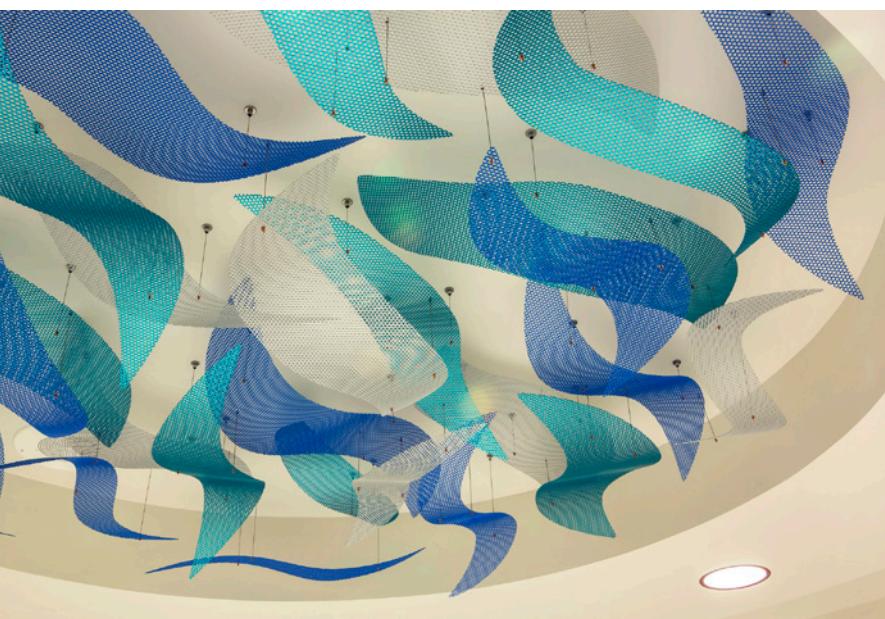
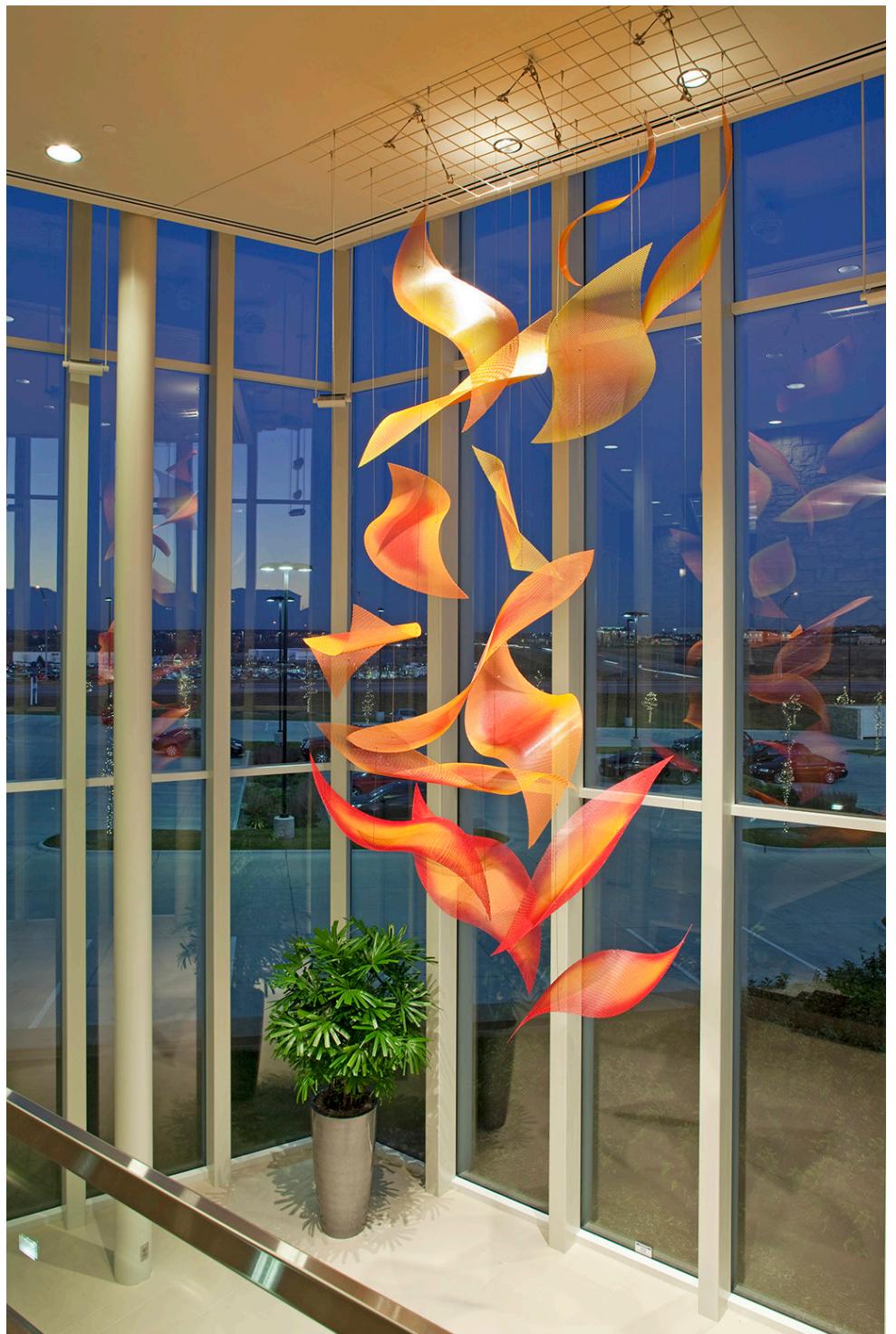
SUSPENDED SCULPTURE CONCEPT - REFLECTED CEILING PLAN
Port St. Lucie - City Hall

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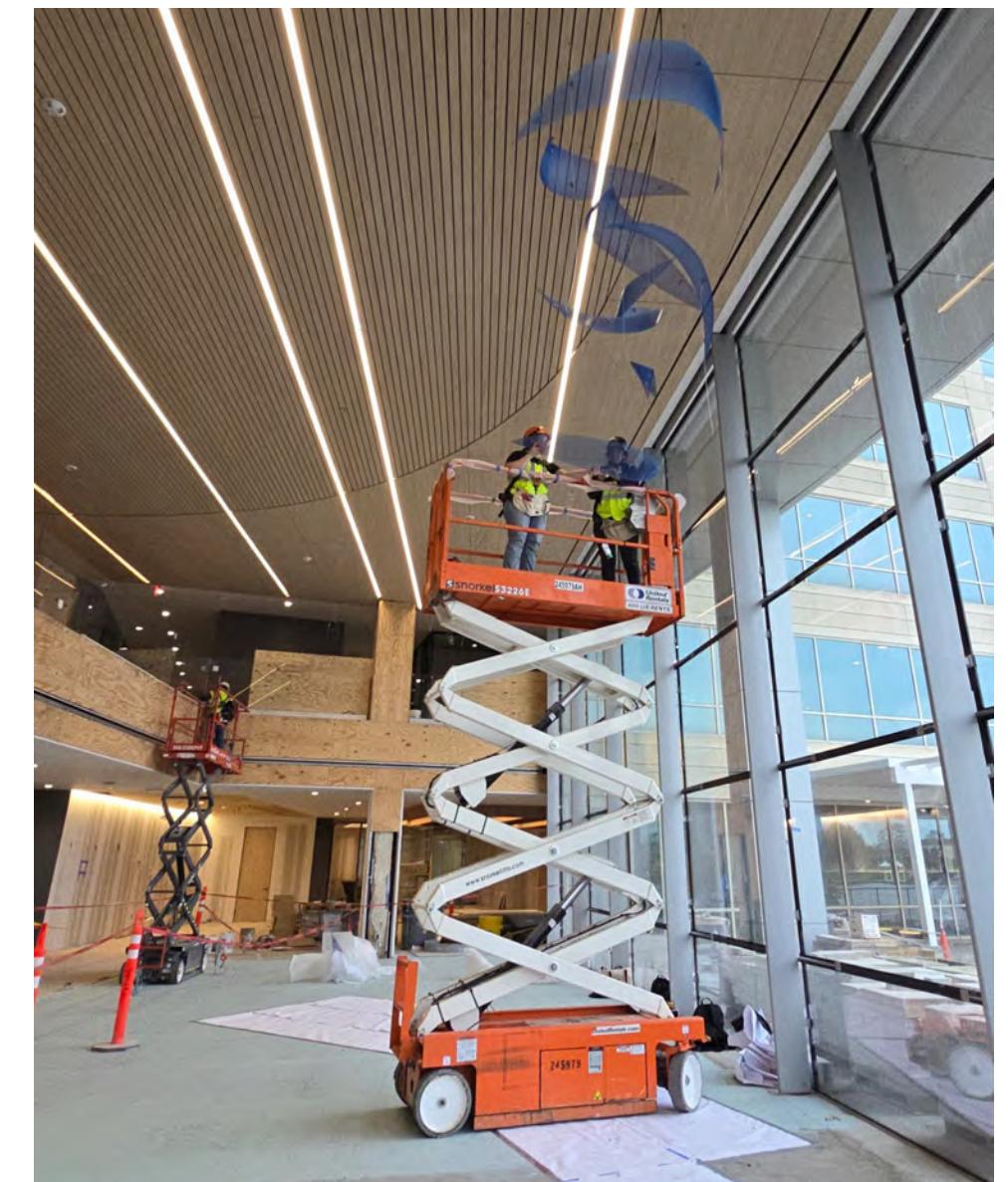
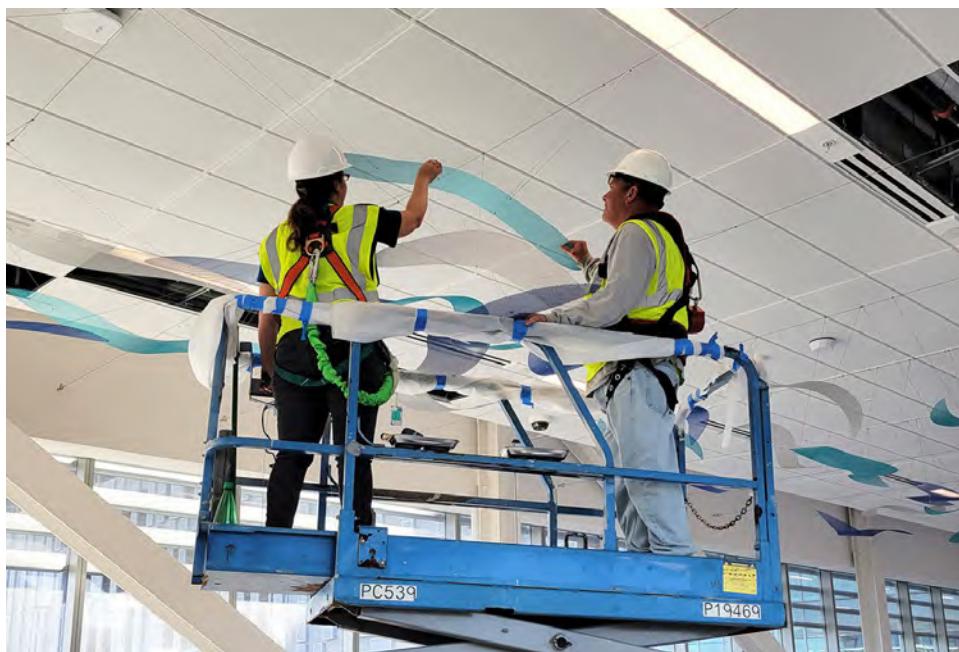
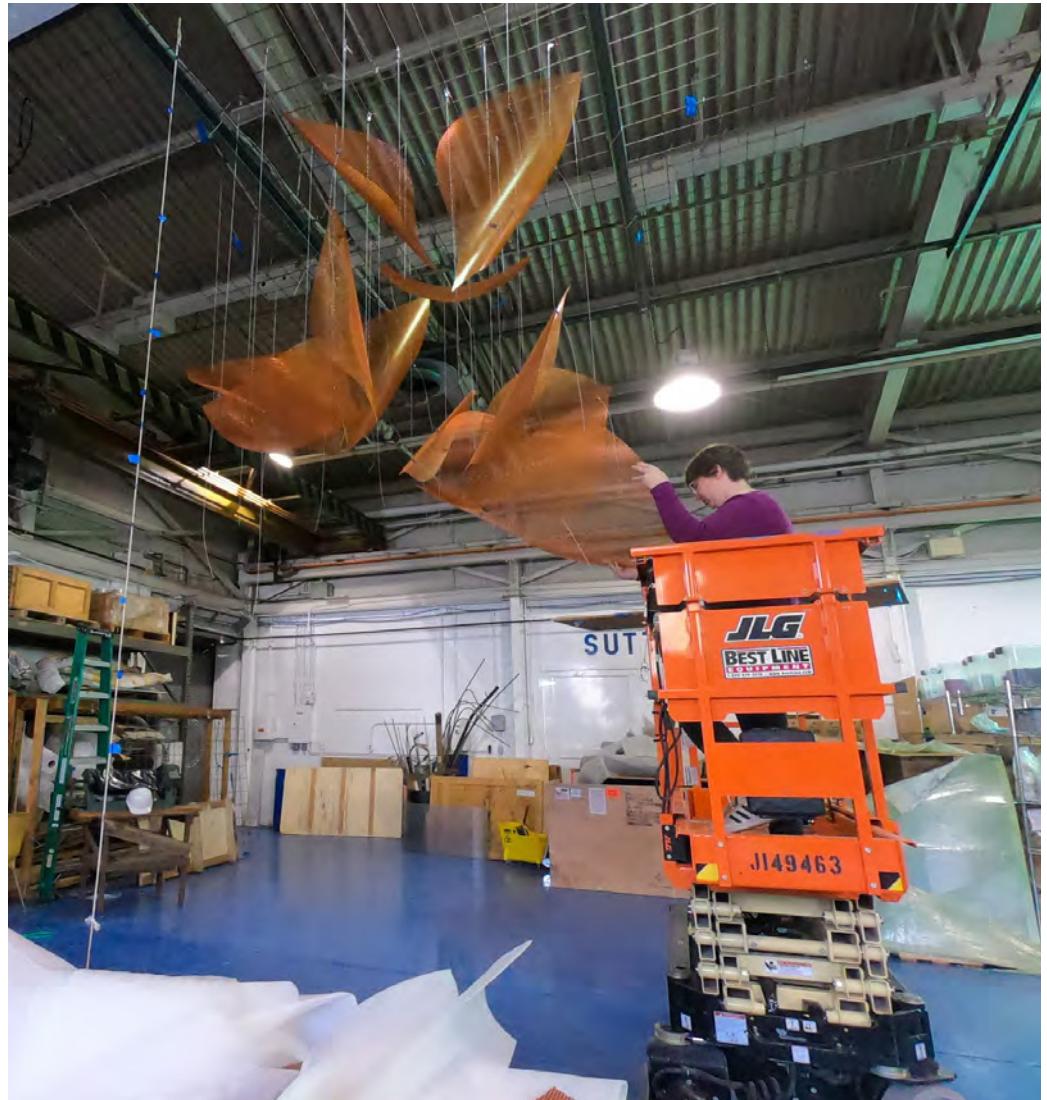
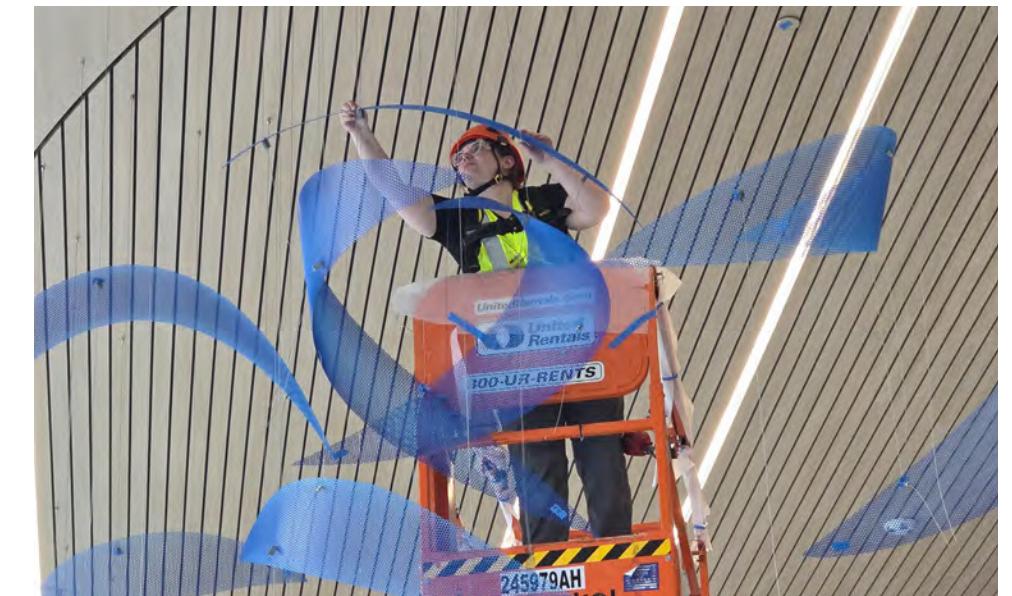
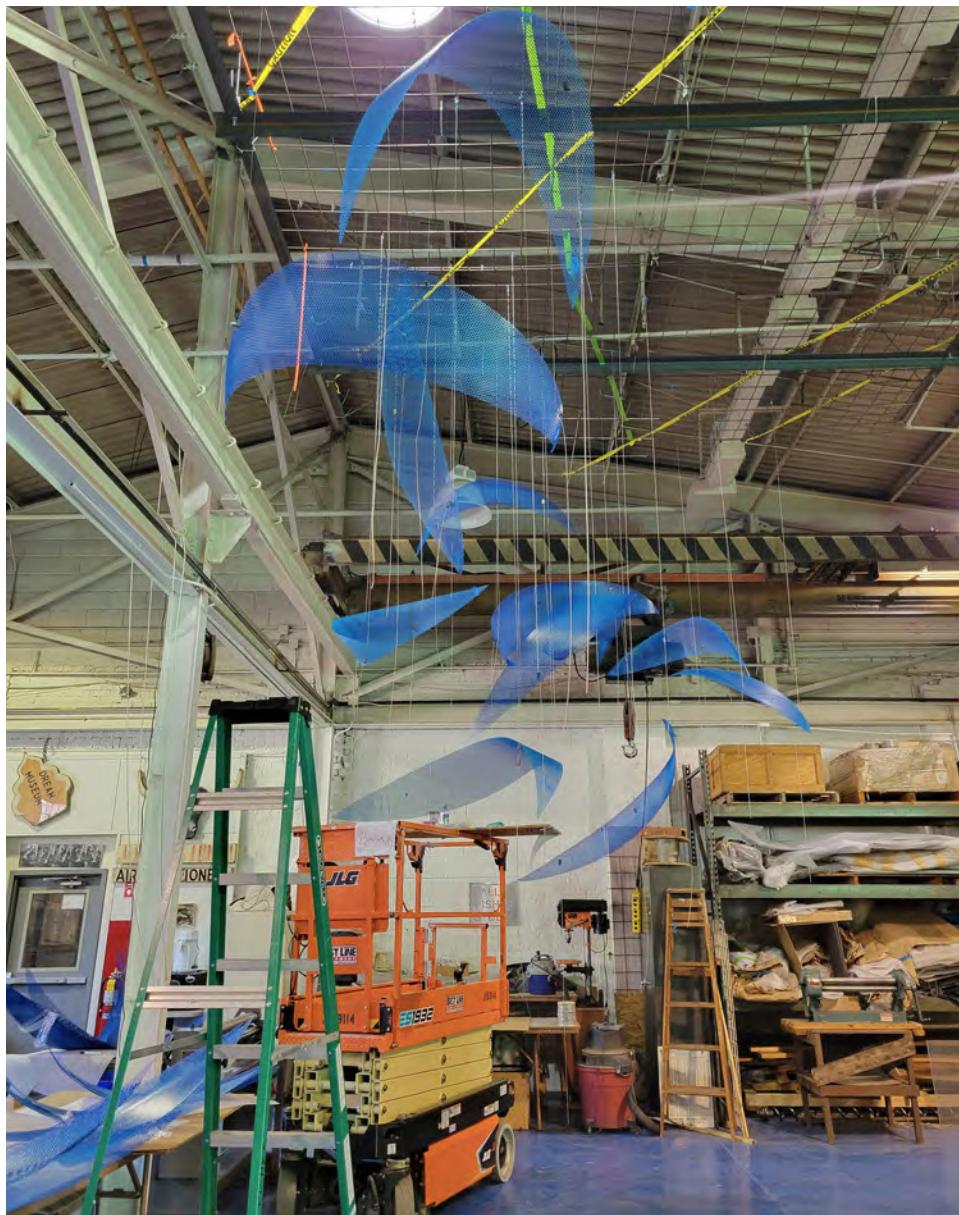
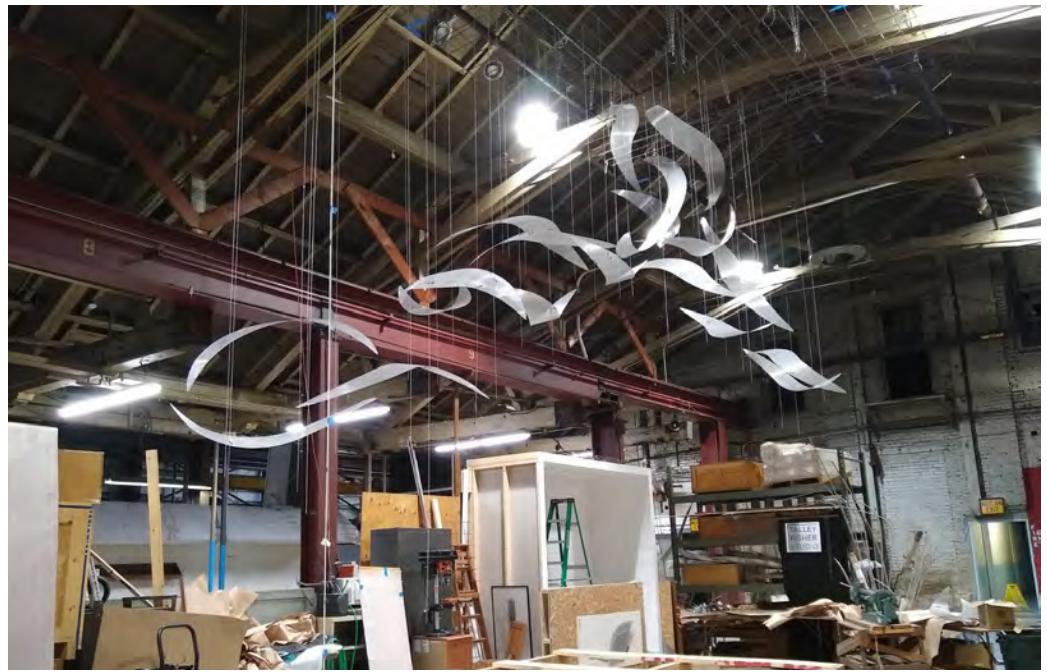


SUSPENDED SCULPTURE CONCEPT - SECTION ELEVATION
Port St. Lucie - City Hall

PREVIOUS SCULPTURE EXAMPLES



PREVIOUS SCULPTURE MOCKUPS & INSTALLATIONS



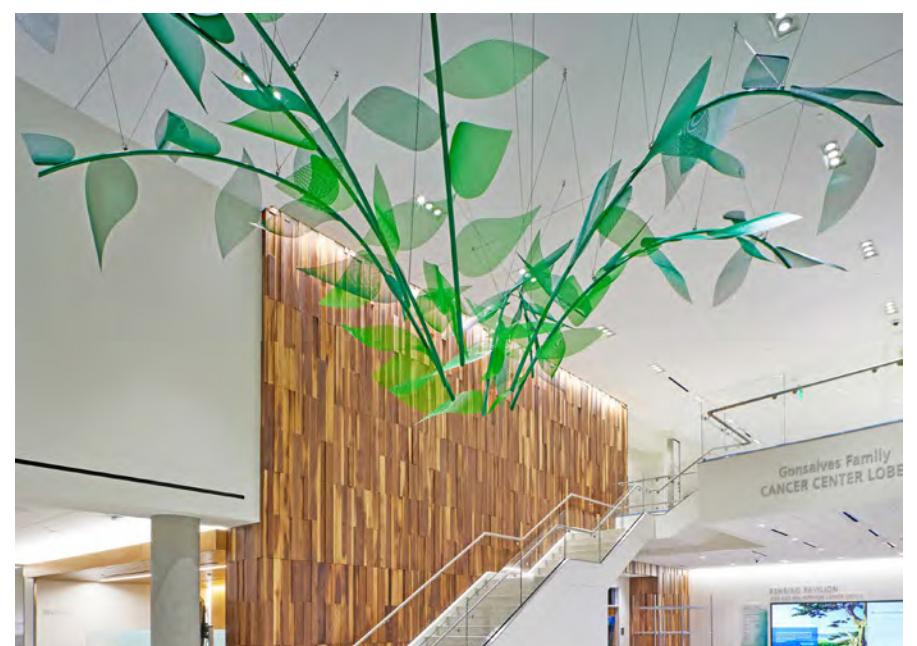
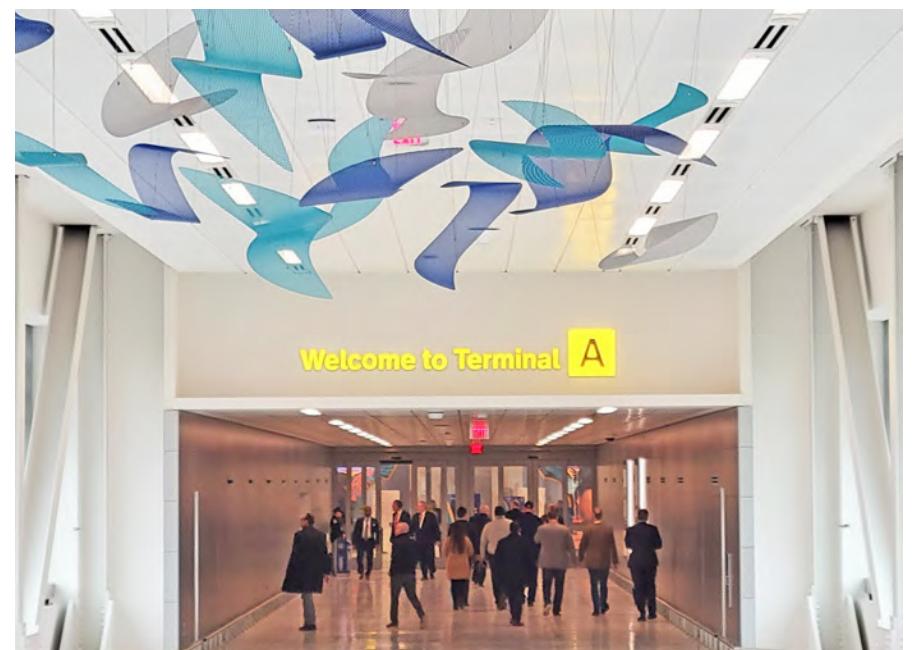
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PRODUCTION TIMELINE

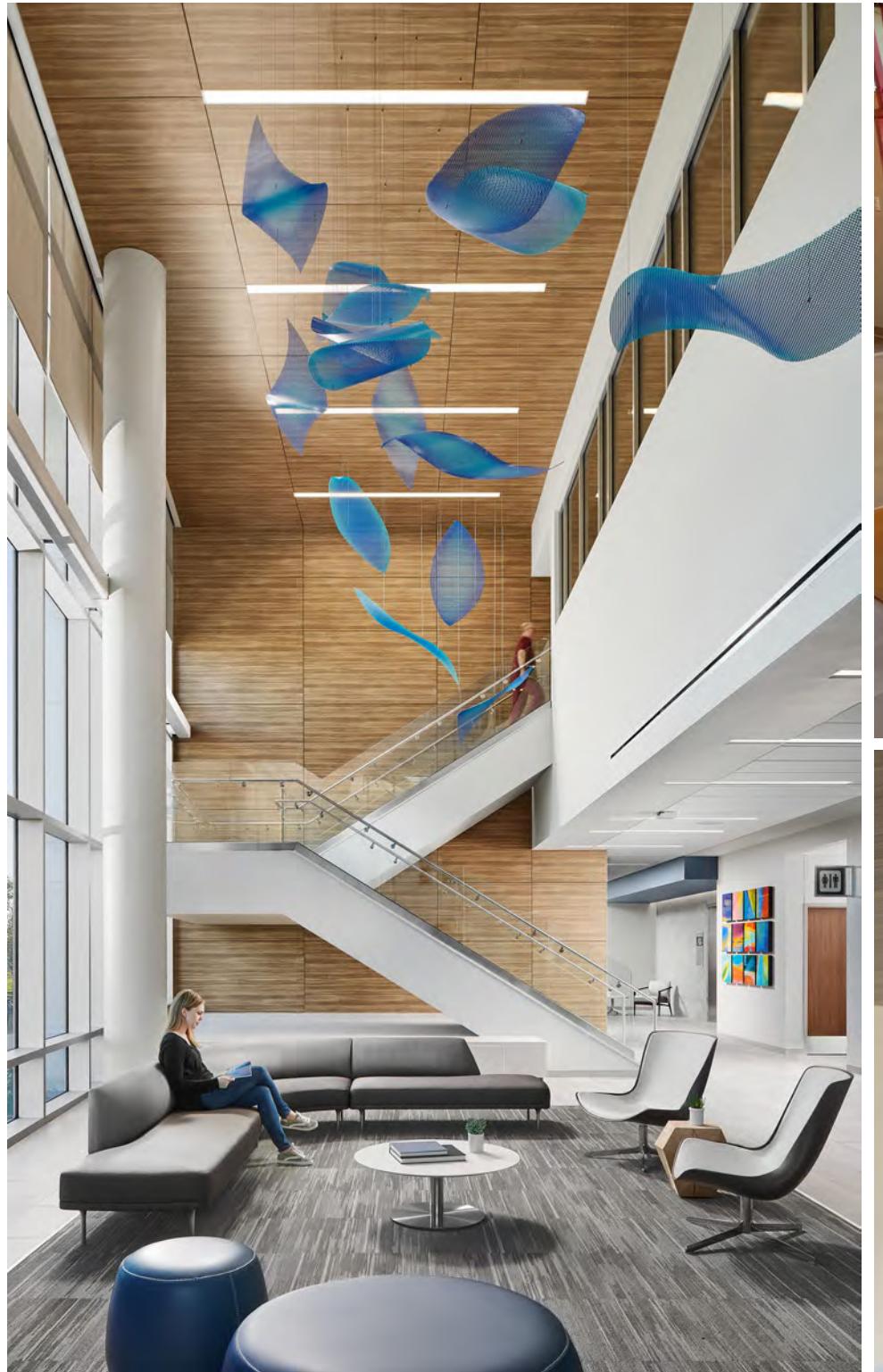
DESIGN DEVELOPMENT & ENGINEERING	2 MONTHS
FILE PREPARATION AND MATERIAL ACQUISITION	2 MONTHS
FABRICATION	1 MONTH
STUDIO MOCKUP	1 MONTH
CRATING AND SHIPPING	1 MONTH
INSTALLATION	1 -2 WEEKS
TOTAL: APPROX 7 MONTHS	

INSTALLATION PLAN

1. Site Assessment: assess all access to installation area. Remove potential obstructions overhead and at ground-level, and any debris from work areas (site preparation should be done by contractor/client before TFS is on site). Review route for bringing in scissors lift and crate.
2. Lift and crate delivery: lift delivered by United Rentals and TFS to bring into lobby through door specified by client. Contractor/client to provide floor protection throughout lobby and thresholds, if necessary.
3. Equipment check: daily check of lift (check for visible leaks, platform gate operation, inspect scissor arms and centering link, inspect wheels and tires, check battery charge level, verify manuals on machine, function check), inspect tools and safety PPE, brief safety meeting before work to begin. Inspect fall protection harnesses and lanyards.
4. Crate with sculpture will be delivered on site up to one week prior to installation. Artwork will be removed from crate and laid out on floor to identify numbered elements each day before installation begins. Artwork will return to crate at end of day for storage.
5. Typical Installation process:
 - Mounting plates used to limit number of points through ceiling tiles. Predetermined locations of threaded rod or similar installed by contractor, before ceiling tile installed.
 - Mounting plates pre-drilled with suspension points for sculpture elements, prehung in studio to determine composition and height.
 - Cables are pre-hung in mounting plates. Then sculpture elements are installed one at a time via 1/16" stainless steel aircraft cable, washers, and end stops through perforations, at locations marked in studio before shipping.
 - Each element is hung from 2-3 cables with temporary kwik-locs for adjustments, then kwik-locs are replaced with final end stop.
 - All cable heights are predetermined, however final placement and composition occurs on site. Cables are measured for each element once hung and adjusted as needed.
 - Once elements are finalized, all blue tape and markings are removed from elements. Cable stops inspected.
6. Site cleaned daily before leaving. All tools put away. Scissors lift charged overnight using GFCI and extension cord.
7. Once Installation is complete, lift will be picked up by United Rentals.



PREVIOUS SCULPTURE INSTALLATION EXAMPLE AND HARDWARE



Harmony, 2019



PREVIOUS SCULPTURE INSTALLATION EXAMPLE



Pacific, 2017

Base plate pre-drilled with beadchain installed prior to sculpture installation. Base plate installed by contractor on site to pre-determined ceiling mounting hardware.

MAINTENANCE

Like any other interior architectural element, artwork requires occasional maintenance to keep it looking as it did when it was first unveiled. There are several features of Talley Fisher's artworks that will reduce this to a bare minimum.

By using perforated aluminum (typically .068" thick, with holes 1/4" round) for the sculptural elements in the artworks, the amount of surface area to collect dust is significantly reduced (with 58% open space). The material is also extremely lightweight because of the perforations.

A powder coating finish on the aluminum sculptural elements is exterior grade and UV inhibited, making them color fast, slick to the touch and easy to clean. The same applies to anodized finishes.

If stainless steel cable is used, they present almost no surface area for dust to collect. They are highly polished and designed for industrial applications and are easily wiped down if necessary.

It is recommended that whenever lift equipment is in place to change the lighting in the ceiling or wash windows, the artwork should be checked for any dust accumulation.

- If there is any noticeable accumulation of dust, it can be blown off with the kind of standard air blowers used to clean chandeliers.
- The sculptural elements may be carefully moved aside to gain access to all the elements.
- Be sure the elements and cables do not get caught on each other.
- The cable or chain and the sculptural shapes can be wiped down with a microfiber cloth or other lint-free cloth, only if necessary.
- Do NOT use a cloth that will leave lint or that will snag and shred, leaving hanging threads on the edges of the artworks.
- No liquid cleaner is advised, but could be used in severe cases of leaks, grease, etc.



Exhibit B: Budget and Payment Schedule

The City shall pay the Artist a fixed fee of \$150,000, which shall constitute full and complete compensation for all the services performed and material furnished by the Artist under this Agreement. Payment shall be made in accordance with the following milestones:

1. First Payment: \$37,500 (25% of total cost) to be paid to the Artist by the City upon signing this agreement.
2. Second Payment: \$60,000 (40% of total cost) to be paid to the Artist by the City upon written City approval of the final design concept, in accordance with Article I, section III, item B.
3. Third Payment: \$37,500 (25% of total cost) to be paid to the Artist by the City upon two-thirds of the completion of total fabrication, prior to artwork crating and shipping
4. Fourth Payment: \$15,000 (10% of total cost), to be paid to the Artist by the City upon City acceptance of the installation and turnover of the title to the City.

Upon completion of each milestone, the Artist shall submit a written invoice to the City requesting payment. The Artist shall include documentation of work completed in the form of photographs and written descriptions to indicate completion of milestones. The City shall submit payment within thirty (30) days of receipt of invoice.

Exhibit C: Budget from Artist

BUDGET**DESIGN AND FABRICATION**

Expenses	Planned Cost	Description
Site Visit	\$ 2,200.00	Travel expenses from SCE to MCO, hotel, car rental, per diem, expenses for Artist and Assistant.
Engineering	\$ 5,000.00	Structural engineering, Signed Drawings, if necessary
Fabrication Documents	\$ 2,500.00	CADD drawings, specifications for fabrication
Materials	\$ 22,000.00	Perforated Aluminum, s/s aircraft cable, s/s suspension hardware & fasteners
Fabrication	\$ 22,500.00	Subcontracted to professional fabricators: Laser cutting, powder coating/anodizing, welding, forming
Studio labor	\$ 7,000.00	Artist's assistant labor, rolling material in studio, suspension, assembly
Studio Overhead	\$ 5,000.00	
Fabrication Materials	\$ 3,000.00	Tools, equipment rental in studio (aerial lift)
Insurance	\$ 6,400.00	For period from contract initiation to completion. Commercial General Liability, Auto Liability, Worker's Compensation.
Permits	\$ 1,000.00	Permits if necessary

INSTALLATION: Approx 5 days

Expenses	Planned Cost	Description
Packing & Crating	\$ 2,500.00	Custom crates & packing materials
Freight	\$ 3,000.00	Shipping sculpture from PA to FL, tools/equipment, insurance, delivery
Installation supplies	\$ 700.00	
Scissors lifts - 2	\$ 1,600.00	One week rental, delivery & pickup to site
Installation labor	\$ 8,000.00	Crew of 2 professional riggers
Travel, lodging, per diem for one week	\$ 7,800.00	Travel expenses from SCE to Orlando, hotel, car rental, per diem, expenses for Artist and Assistant.
Return shipping	\$ 500.00	Tools, extra hardware, etc

ADDITIONAL COSTS

Expenses	Planned Cost	Description
Artist's Fee/Labor	\$ 30,000.00	Artist's Fee
Contingency	\$ 15,000.00	
Professional Photography	\$ 1,800.00	
Administrative Costs	\$ 2,500.00	Project management, documentation, accounting
Total Project Budget	\$ 150,000.00	

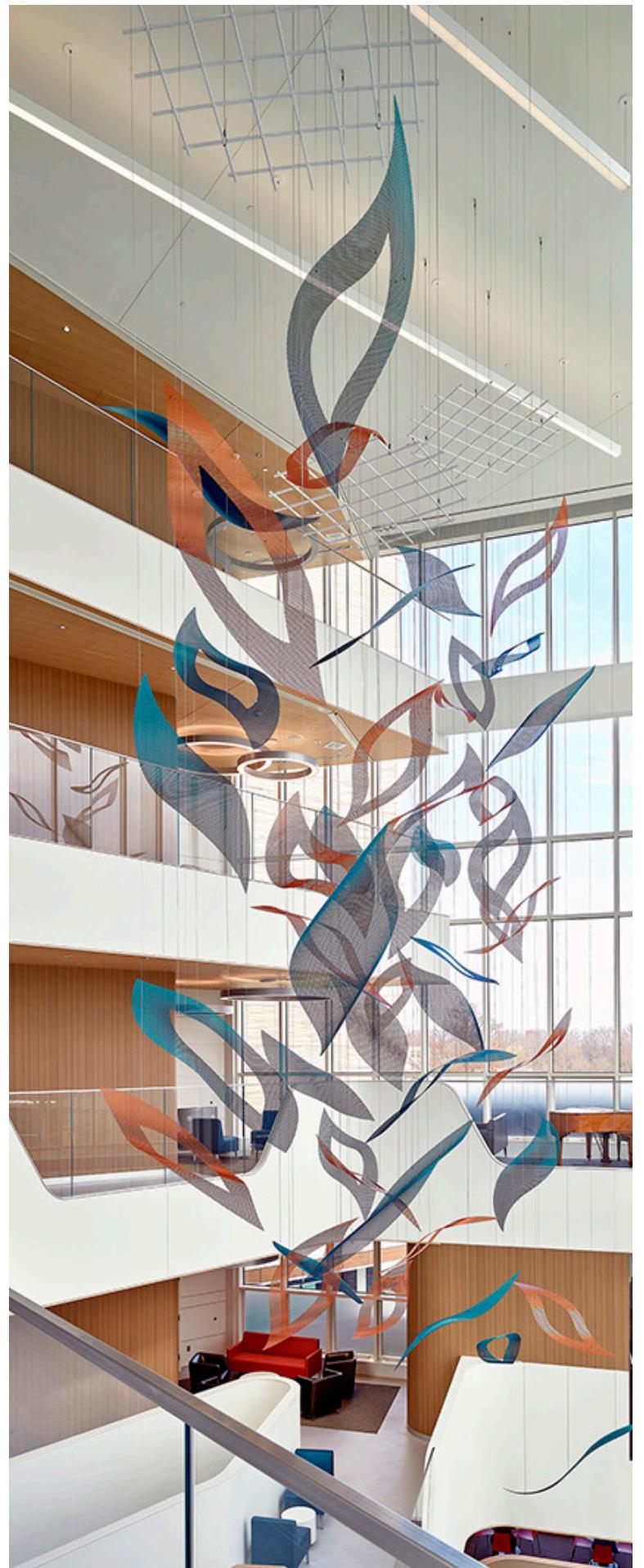


Exhibit D: Insurance

1. Commercial General Liability insurance policy, written on an occurrence form basis, including all the usual coverage known as:
 - a. premises/operations liability
 - b. products/completed operations
 - c. personal/advertising injury
 - d. contractual liability
 - e. broad-form property damage
 - f. independent contractor's liability
2. Said policy must provide the following minimum coverage:
 - a. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. \$1,000,000 annual aggregate
 - c. Automobile liability. Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Artist does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Artist to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided to the City. Coverage shall apply on a primary basis.
 - c. Workers' Compensation Insurance and Employer's Liability. The Artist shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided to the City. Coverage shall apply on a primary basis.
 - c. Transportation/Cartage insurance. Prior to shipment, the Artist must show the City that the artwork is insured independently or by the carrier during its shipment to the Site. While under the care, custody and control of the carrier up to the value of the Artwork.
 - c. Installation Subcontractor Liability. It shall be the responsibility of the Artist to ensure that all subcontractors for installation of the Artwork at the Site comply with the same insurance requirements referenced above without the language "when required by written contract".

Exhibit E: Project Timeline/Time Frame

PRODUCTION TIMELINE

DESIGN DEVELOPMENT & ENGINEERING	2 MONTHS
FILE PREPARATION AND MATERIAL ACQUISITION	2 MONTHS
FABRICATION	1 MONTH
STUDIO MOCKUP	1 MONTH
CRATING AND SHIPPING	1 MONTH
INSTALLATION	1 -2 WEEKS

TOTAL: APPROX 7 MONTHS**INSTALLATION PLAN**

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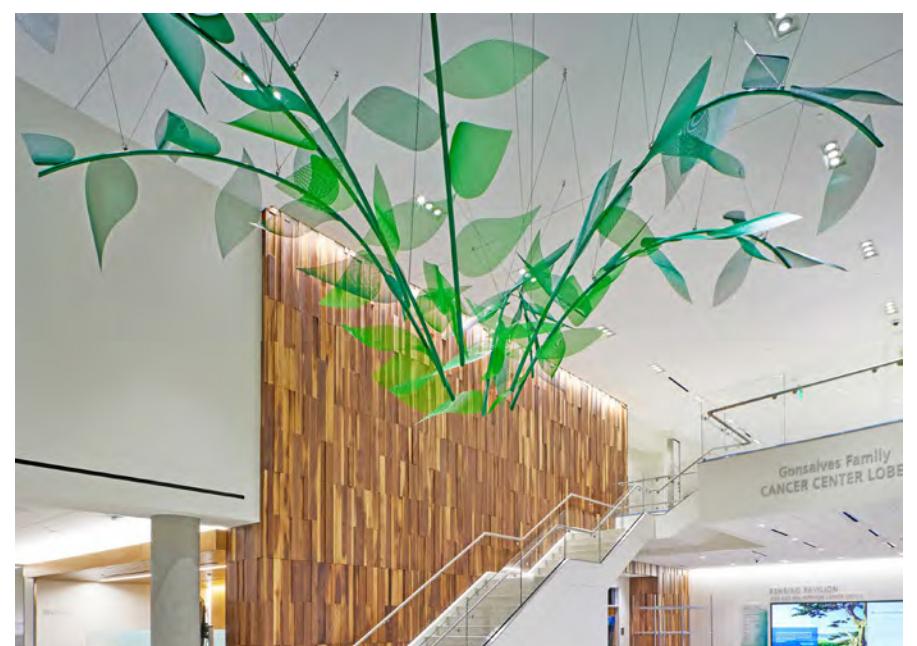
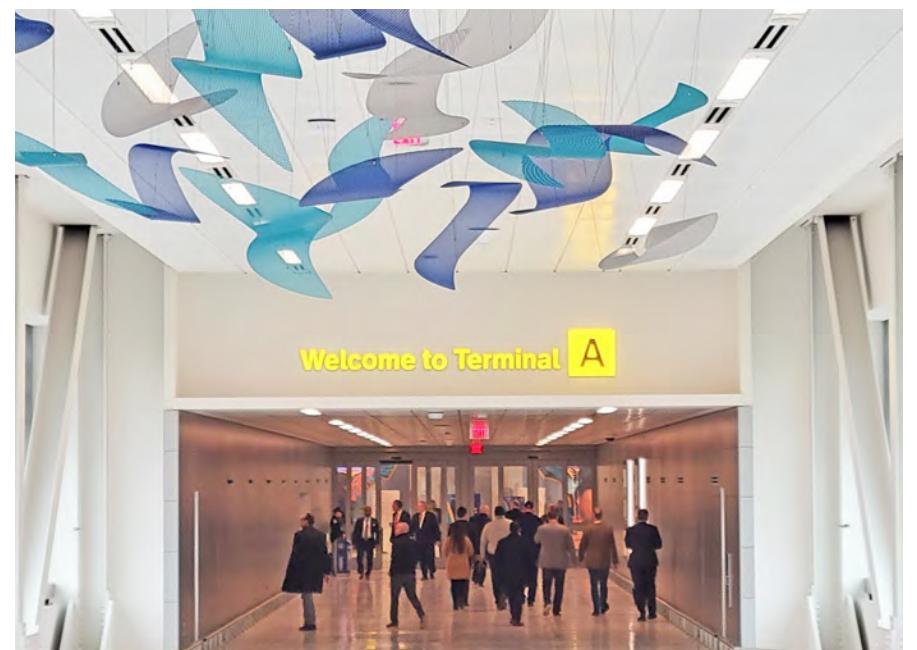


Exhibit F: Warranty of Title

I, _____ (name), _____ (title) guarantee and warrant that the WORK listed in the Artwork Commission Agreement is free and clear of any liens, claims or other encumbrances of any type.

ARTIST

By: _____

Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____ on behalf of _____, is [] personally known to me to be the person who executed the foregoing instrument, or who has [] produced the following identification:

Signature of Notary Public

My Commission expires

Printed Name of Notary Public