



City of Fort Pierce  
Artist Services Agreement

**This Agreement** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **City of Fort Pierce, a Florida municipal corporation** (hereinafter referred to as "CITY") and Sitki Dogan (hereinafter referred to as "ARTIST").

**WHEREAS**, the CITY has approved a recommendation to commission the ARTIST to create public mural art located in the lobby wall at City Hall in Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached Exhibit A; and

**WHEREAS**, the ARTIST is willing and able to create the Work of Art for the CITY on the terms and conditions set forth below; and

**WHEREAS**, the CITY and ARTIST wish to enter into this Agreement for the ARTIST's services for the project.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SCOPE OF SERVICES**

1. The ARTIST hereby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art is "Soul of Fort Pierce". The Location of the Work of Art shall be the City Hall Lobby wall at 100 North US Hwy 1, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation of shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the CITY final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain CITY approval for completion and installation of the work described in the Proposal.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal. Services shall also include the application of sealant or a protective mural coat to prevent fading, scuffs, or marks on the Work of Art.
7. The ARTIST must inspect and report any deficiencies identified on the wall space they will be painting on to the CITY before beginning the artwork. Deficiencies are issues that can inhibit the artist from properly applying the artwork, issues such as chipped paint, surface debris, etc. It will be the sole responsibility of the CITY to correct any deficiencies before the artwork can begin.

## **COMPENSATION**

1. The CITY shall pay the ARTIST a fixed fee of Four Thousand and Eight Hundred Dollars (\$4,800), which shall constitute full compensation for services to be performed in the creation of the Work of Art.
2. The method of payment of fees shall be as follows;  

Upon signing the agreement, the CITY shall provide a down payment to the ARTIST equaling Two Thousand Four Hundred Dollars (\$2,400) followed by the balance of the fixed fee of Two Thousand Four Hundred Dollars (\$2,400) following final inspection verifying completion of Work of Art.
3. The CITY reserves the right to inspect the progress of the Work of Art during the creation thereof. The CITY further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art.
4. All work under this Agreement shall be completed in compliance with all applicable Code of Ordinance provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.
5. ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the prior written approval of the FPRA.
6. ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be unique. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.
7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.
8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the CITY of the Work of Art for any purpose other than adornment of the placed site will void any warranties made by the ARTIST.

9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed and the Work of Art has been accepted by the CITY. The ARTIST will take such measures as are necessary to protect the Work of Art from loss or damage until the completed Work of Art has been accepted by the CITY.

## **INSURANCE**

1. The ARTIST should obtain liability and property damage insurance to protect himself or herself and any subcontractors performing work required by this Agreement from claims for damage for personal injury, claims for accidental death as well as from claims of property damage which may arise from operation under this Agreement.
2. The ARTIST is solely responsible for obtaining insurance under this section. The CITY shall not assume liability or be liable for any claims of damages which accrue as a result of inadequate insurance coverage by the ARTIST.
3. The ARTIST is an independent contractor and nothing in this agreement shall be construed as establishing in any way that the ARTIST is an employee, agent, or representative of the CITY. The ARTIST shall not be supervised by any employee or agent of the City of Fort Pierce.

## **INDEMNIFICATION**

1. The ARTIST, his/her subcontractors, agents, affiliates, and employees agree to indemnify and hold harmless against liability and agree to assume legal liability for and defend the CITY and their officers, employees, and agents from and against any and all claims, actions, liabilities, assertions of liability, or other wrongful conduct of the ARTIST, his/her subcontractor, employees, affiliates, and agents in connection with the ARTIST's performance of services pursuant to this Agreement. The parties agree to give each other prompt notice of any claim of which it becomes aware, which in any way, either directly or indirectly, affects the other party.

## **TERMINATION OF AGREEMENT**

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.
2. The performance of work under this Agreement may be terminated by the CITY in accordance with this clause in whole or in part from time to time whenever the CITY shall determine that such termination is in the best interests of the CITY.
3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the CITY, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the CITY as a result of the termination.

## **NOTICE**

All notices or contacts required under the terms of this Agreement shall be sent to the following:

To the ARTIST: Name: Sitki Dogan  
Address: 8326 Martingale Dr. #211  
City/State/Zip: Lake Worth, FL 33467

To the CITY: City Manager's Office  
City of Fort Pierce  
100 U.S. Highway 1  
Fort Pierce, Florida 34950

With Copies to:  
Sara Hedges, City Attorney  
City Attorney's Office  
100 U.S. Highway 1  
Fort Pierce, Florida 34950

## **SPECIAL PROVISIONS**

1. The ARTIST shall not have the power to pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any other form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
2. The CITY is exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the ARTIST authorized to use the CITY'S tax exemption number in securing such material. The ARTIST shall be responsible for payment of all federal state and local taxes and fees incurred in connection with this Agreement.
3. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the CITY. Any reproduction of the Work of Art by the CITY shall contain a credit to the ARTIST.

## **ENTIRETY OF AGREEMENT; VENUE; CHOICE OF LAW**

1. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements or understandings between the parties hereto oral or written with reference to the subject matter thereof that are not merged or incorporated herein. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and executed by the parties hereto.
2. Any dispute here under between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida. This agreement shall be subject to and governed by the laws of the State of Florida.

**[ SIGNATURE PAGE TO FOLLOW ]**

**IN WITNESS WHEREOF**, this Agreement has been fully executed on behalf of the Parties hereto by their duly authorized representatives, as of the date first written above.

ATTEST:

CITY OF FORT PIERCE:

\_\_\_\_\_  
Linda Cox, City Clerk


\_\_\_\_\_  
Linda Hudson, Mayor

APPROVED AS TO FORM AND  
CORRECTNESS:

By:

\_\_\_\_\_  
Sara Hedges, City Attorney

ARTIST:

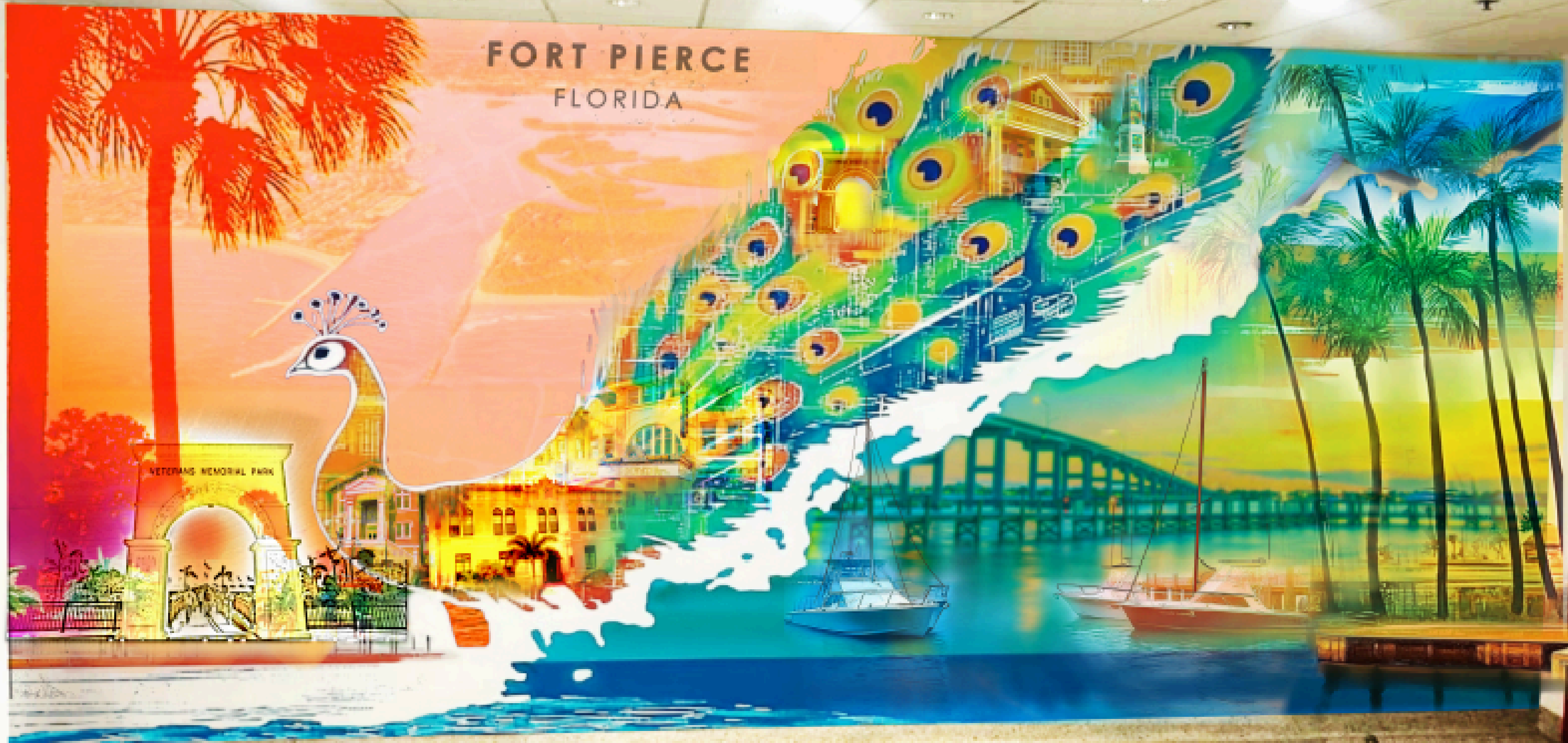
By:  \_\_\_\_\_  
Sitki Dogan (Mar 27, 2025 14:37 EDT)

Print: Sitki Dogan

Title: ARTIST

03/27/25  
Today's Date: \_\_\_\_\_

# Exhibit A



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**FORT PIERCE**  
REDEVELOPMENT AGENCY

**REVITALIZING  
FORT PIERCE**

TO FIND MORE INFORMATION ON AVAILABLE PROGRAMS SCAN THE QR CODE

- Restore Neighborhoods
- Foster Arts & Culture
- Re-Set the Economic Base
- Connect Neighborhoods