

FORSYTH COUNTY  
BOARD OF COMMISSIONERS

**BRIEFING  
DRAFT**

MEETING DATE: FEBRUARY 13, 2017

AGENDA ITEM NUMBER:

7

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY AND SEED PODS, LLC FOR THE DESIGN, CREATION AND INSTALLATION OF AN OUTDOOR SCULPTURE FOR THE CENTRAL LIBRARY READING GARDEN**

**COUNTY MANAGER’S RECOMMENDATION OR COMMENTS:**

**SUMMARY OF INFORMATION:**

**ATTACHMENTS:**  YES  NO

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN FORSYTH COUNTY AND SEED PODS, LLC FOR THE  
DESIGN, CREATION AND INSTALLATION OF AN OUTDOOR SCULPTURE  
FOR THE CENTRAL LIBRARY READING GARDEN**

**WHEREAS**, Seed Pods, LLC has agreed to contract with Forsyth County for the design, fabrication, delivery, and installation of an original outdoor sculpture by Edith Gorman Morrison on or before August 1, 2017; and

**WHEREAS**, the sculpture will be entitled, "Timeless Purpose" and will represent an open book which will be 6 feet tall and 8.5 feet wide constructed of corten steel and stainless steel with lettering cut into it and backlit. The book sculpture will rest upon a proportionally-sized easel sculpture and will be installed on a base to be constructed by Forsyth County;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, an agreement with Seed Pods, LLC for the design, creation and installation of an original outdoor sculpture by Edith Gorman Morrison for the Central Library Reading Garden as described above at a cost to the County of \$60,000.00, plus travel expenses not to exceed \$1,800, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the Forsyth County Attorney.

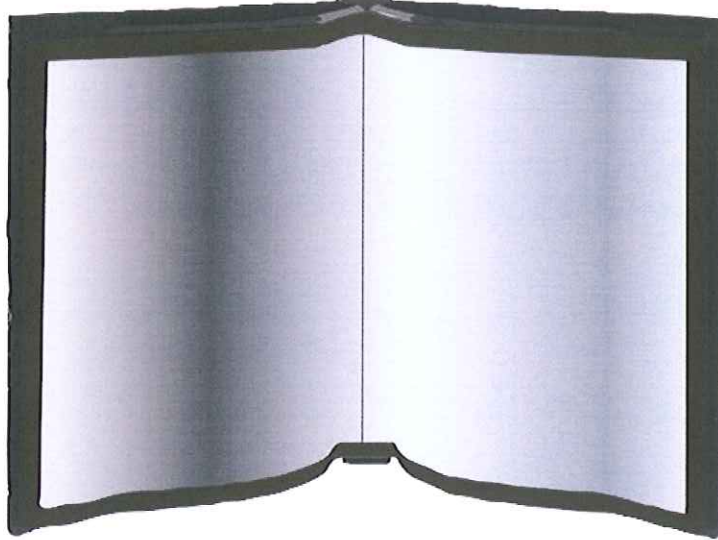
Adopted this the 13<sup>th</sup> day of February 2017.

## EXHIBIT A.

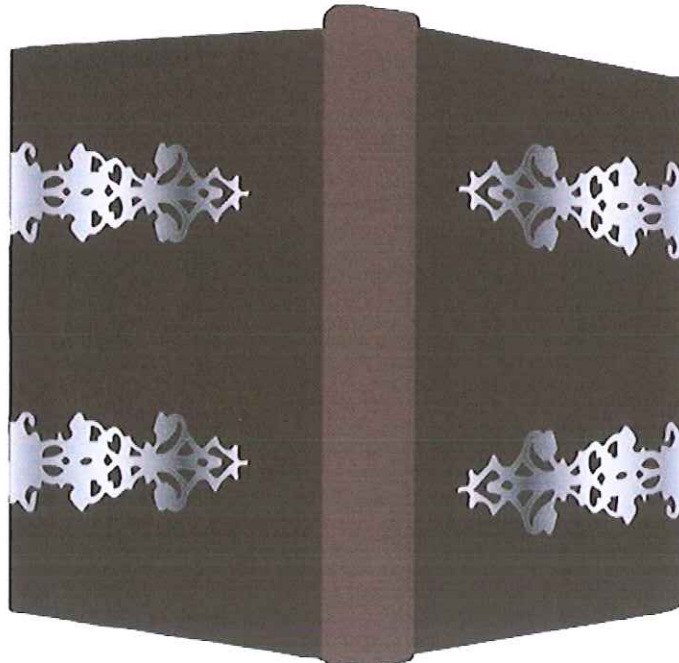
Dimensions: 6' tall x 8.5' wide

Features include backlighting and etched lettering

Book Sculpture "Inside"



Book Sculpture "Cover" & "Spine"



NORTH CAROLINA        )  
                                  )  
FORSYTH COUNTY        )                    AGREEMENT

This Agreement between Forsyth County and Seed Pods, LLC (the "Artist") concerns all services and deliverables related to the design, fabrication, delivery, and installation of the artwork described herein to be created for and installed at the Forsyth County Central Library.

WHEREAS, a Committee was convened to select an artist to design and create an outdoor sculpture for the Forsyth County Central Library Reading Garden; and

WHEREAS, Edith Gorman Morrison was selected to design, fabricate, and deliver an original outdoor sculpture to be installed by the Artist at the Forsyth County Central Library Reading Garden on a base to be constructed by Forsyth County; and

WHEREAS, on February 13, 2017, the Forsyth County Board of Commissioners authorized the County Manager to sign an Agreement between the County and Seed Pods, LLC;

NOW, THEREFORE, based upon the mutual promises contained herein and other valid and sufficient consideration, the Parties agree as follows:

The services to be performed by the Artist shall be as follows:

Seed Pods, LLC will prepare detailed design, then fabricate, deliver and install a 6' x 8.5' representation of an open book constructed of corten steel and stainless steel with lettering cut into it and backlit at the Forsyth County Central Library Reading Garden. Seed Pods, LLC will coordinate the design for the sculpture with appropriate County staff to ensure that all safety and other engineering regulations are met.

Seed Pods, LLC will also be involved in one or more public input sessions as part of its responsibilities regarding the art projects.

As full compensation for the Artist's services, the County agrees to pay the Artist the sum not to exceed \$60,000 plus not to exceed \$1,800 in reimbursement travel expenses as further provided herein. The Artist's fee will be payable as follows:

Contractual payment milestone #1: 30% = \$18,000 (Est. Feb. 27)  
Design work, mock up, community sessions, develop computer aided design (CAD) file, site placement and engineering work. Order material to weather Corten Steel and develop graphic design patterns for laser cut panels. Coordinate electrical requirements for sculpture.

Contractual payment milestone #2: 60% = \$36,000 (Est. April 3)  
Acquisition of materials, production/fabrication, photos and videos of production and fabrication process.

Contractual payment milestone #3: 10% = \$ 6,000 (Est. May 10)  
Final payment received upon review and installation.

Total Contract Amount.....\$60,000

The Artist shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of this Agreement are satisfactorily met.

The Artist shall operate as an independent contractor, and the County shall not be responsible for any of the Artist's acts or omissions. The Artist agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for negligent or intentional acts or omissions, including willful or criminal conduct, of the Artist, its employees, agents or other representatives.

The Artist shall not be treated as an employee of the County with respect to the services performed hereunder for federal or state tax, unemployment or worker's compensation purposes. The Artist understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Artist or the employees of the Artist. The Artist further understands and agrees that the Artist is fully responsible for the payment of any and all taxes arising from the payment of moneys under this Agreement.

The Artist shall not be treated as an employee of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Artist for any expenses paid or incurred by the Artist unless otherwise agreed in writing.

Any stated late payment interest shall not exceed the North Carolina legal rate and in no event shall be more than eight percent (8%) per annum. No late payment or other amounts designated penalties or charges shall apply to this contract.

No stated laws of a particular state or jurisdiction shall apply to or govern this contract other than the applicable laws of the State of North Carolina; and no forum selection of the place, courts or judicial body of a particular state or jurisdiction shall apply.

Involuntary or binding mediation, arbitration, negotiation, or other settlement procedure of disputes, if any, shall not apply to this contract.

The Artist shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Artist shall maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager.

The Artist has no authority to enter into contracts or agreements on behalf of the County.

The Artist declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement.

The Artist and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Artist to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law.

In accordance with N.C.G.S. §147-86.59 and other applicable sections of N.C.G.S. §147-86.55 et seq., the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors hereunder of either Party.

IN WITNESS WHEREOF, the County and the Artist have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY

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

SEED PODS, LLC

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