



LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 3 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on August 21, 2019, Kathie R. Kerler submitted the design attached hereto and made a part hereof as Exhibit 1 (the "Artwork") which the City's Public Art Committee recommended be approved for participation in the Project on February 20, 2020.

I hereby grant the City one time reproduction rights of the ARTWORK which I understand will be publicly displayed on a utility box at a location of the City's choice and further agree as follows:

1. I warrant that as the creator and owner of the ARTWORK, I possess all copyrights and custody of the original work and therefore have not copied, reproduced in any way, or otherwise infringed upon anyone else's intellectual property rights.
2. I consent to incorporation of the ARTWORK onto the City's traffic boxes so that it can be viewed by the public and hereby waive any rights in the ARTWORK granted by 17 U.S.C. Section 106 (A)(a), Visual Arts Rights Act of 1990. I also understand and agree that said integration and use of the ARTWORK may subject it to future removal or other modification.
3. I understand and agree that although I am granting the City one time reproduction rights of the Artwork, the City may display, public, reproduce, tag and duplicate said ARTWORK for any purpose in any media which serves the City's interest. In addition, since the City is subject to the "Public Records Law" embodied in Chapter 119 of the Florida Statutes, I understand that the Artwork will become a public record and that the City may also be required to duplicate it if the City is required to comply with a public records request relating to the Artwork.
4. I agree to communicate and cooperate with Laura Atria, the City's Public Art Coordinator, who the City has designated to serve as its representative for the Project and who can be reached via phone (954-545-7800 ext. 3813) or email (Laura.Atria@copbfl.com).
5. I agree to submit the Artwork in digital format to City and that the image must be a minimum of 360 DPI at full scale. However, if the Artwork does not maintain acceptable quality when digitally enhanced, I understand it may be necessary to template the image and agree to timely cooperate with the City's Public Art Coordinator so that any image quality issues are resolved within 30 days from the City's issuance of written notice of the problem. If the image quality issues are not resolved within the foregoing 30 day period, then I understand and agree the City has the right to reject the Artwork and be released from any obligation to compensate me as provided in the following paragraph. I agree to accept Two Hundred Dollars (\$200.00) from City for provision of the Artwork, however, I understand and agree that the Artwork shall not be deemed complete and the aforesaid compensation shall not be due until after the Artwork is templated onto the utility box to the City's satisfaction.

Artist Kathie R. Kerler acknowledges receipt of a copy of this page, which is Page 1 of 2

6. I hereby agree to release, indemnify, and hold harmless the City, its elected officials, officers, agents and employees, from any and all liability, including, but not limited to, claims which arise from any misrepresentation or omission herein, negligence, copyright or statutory violations, or for any loss or damage that otherwise arises from my participation in the Project.

7. I understand and agree that any controversies or legal problems arising as a result of my participation in the Project and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, and shall be governed by the laws of the State of Florida.

I represent that I have carefully read and understand the entire contents of this Letter of Understanding, that I have the authority to sign this document, and that I have signed on my own free will.

By: Kathie R Kerler
Signature of Artist

Kathie R Kerler
Print Name of Artist

Address: 4512 SW Ormandy Way
Portland, OR 97221

Phone #: 503 242.1643
Email: kathie@kathiekerler.com

STATE OF Oregon
COUNTY OF Multnomah

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of March, 2020, by Kathie R Kerler as Artist, who is personally known to me.

NOTARY'S SEAL:

Haley A Gamble
NOTARY PUBLIC, STATE OF FLORIDA Oregon

Haley A Gamble
(Name of Acknowledger Typed, Printed or Stamped)

956540
Commission Number

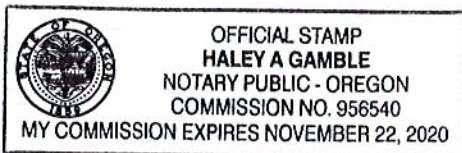


Exhibit 1:

Location: NE 3rd Ave. & NORTH OF NE 33 STREET

Box # 1208

