

**CITY OF POMPANO BEACH**  
**Broward County, Florida**


**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE LETTERS OF UNDERSTANDING FOR COMMISSIONED ARTWORK FROM VARIOUS ARTISTS AND APPROVING THE DESIGN AND INSTALLATION LOCATIONS REFERENCED THEREIN, FOR PARTICIPATION IN ROUND TWO OF THE UTILITY BOX WRAP PROJECT; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1:** That the Letters of Understanding for Commissioned Artwork, including the design and installation locations referenced therein from Adria Bernstein; Jonathan Aizenstat; Alex Lanau; Barbara Allen; Carolanne Brosious; Catherine Hempel; Chuck Drumm; Elisabeth Sullivan; Emily Clanton; Frank Polanco; Isabel Perez; Jacob Cordero; Joanne Siska; John Wilton; Julie Kanapaux; Juliette Hemingway; Lechelle Calderwood; Mark Larson; Mary Aten; Mary Ruden; Mary Whyte; Niki Zarrabi; Pablo Azar; Pamela Trow; Patricia Collins; Ruth Lyons; Terry Newitt; Timothy Martin; Valerie Ghoussaini and William Bracht, copies of which are attached hereto and incorporated by reference as if set forth in full, are hereby approved for acceptance.

**SECTION 2:** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 27th day of February, 2018.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, ADRIA BERNSTEN, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 AL 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: [Signature]  
Signature of Artist

ADRIA BERNSTEIN  
Print Name of Artist

Address: 13837 BREWSTER DR  
LAKELAND, FL 33714

Phone #: 727-643-6622

Email: smilecwithywoods.com

STATE OF Florida

COUNTY OF Pinellas

The foregoing Letter of Understanding was acknowledged before me this 12<sup>th</sup> day of January, 2018, by Adria Bernstein, who is personally known to me or who has produced driver license (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC STATE OF FL

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

L:agr/dev-srvc/letter of understanding

Artist (A) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Sea Horses"

Location: SE 5th Ct./SW 6th St. & Cypress Rd. South

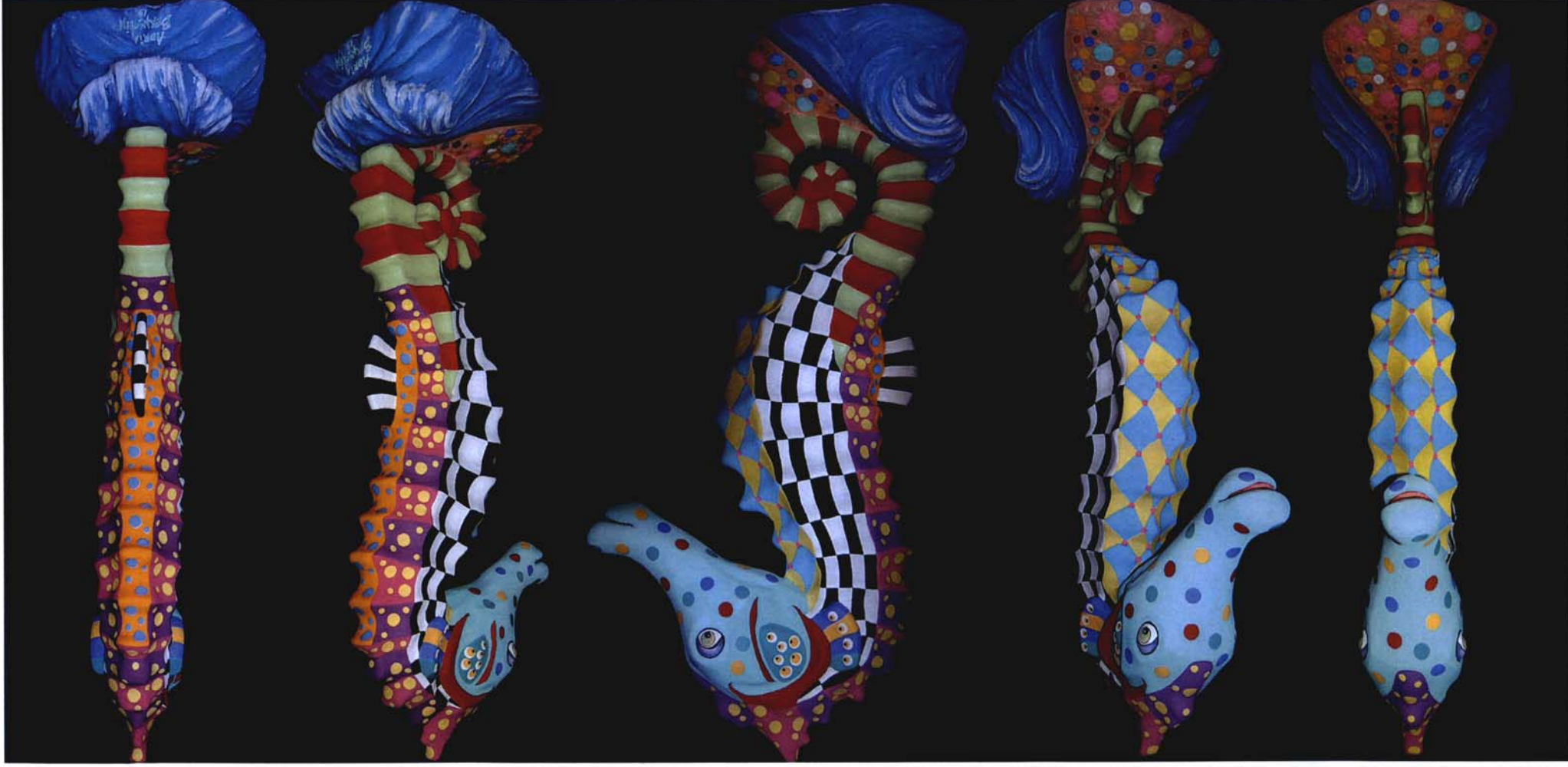


Exhibit 1: "Sea Horses"

Location: 25 at 07.2M 24.2 & 24.2 Rg. 2000



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH


Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, JONATHAN AIZENSTAT, 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 October 19, 2017.

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:

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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:   
Signature of Artist

JONATHAN AIZENSTAT  
Print Name of Artist

Address: 21387 MARINA COVE CIR F15  
AVENTURA, FL 33180

Phone #: (305) 333-1521

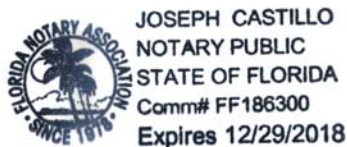
Email: jonianiz@me.com

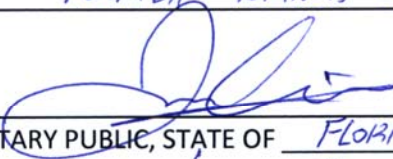
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing Letter of Understanding was acknowledged before me this 10th day of January, 2018, by Jonathan Aizenstat, who is personally known to me or who has produced FLORIDA DRIVER'S License (type of identification) as identification.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FLORIDA  
Joseph Castillo  
(Name of Acknowledger Typed, Printed or Stamped)

FF186300  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist JA acknowledges receipt of a copy of this page, which is Page 2 of 2

# Exhibit 1: "A Day Outdoors"

Location: McNab Rd. & Andrews Ave. (Big Box)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

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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:

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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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: Jonathan Aizenstat  
Signature of Artist

JONATHAN AIZENSTAT

Print Name of Artist

Address: 21387 MARINA COVE CIR FIS  
AVENTURA, FL 33180

Phone #: (305) 333-1521

Email: YONIAIZ@ME.COM

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing Letter of Understanding was acknowledged before me this 10th day of January, 2018, by Jonathan Aizenstat, who is personally known to me or who has produced FL Drivers License (type of identification) as identification.

NOTARY'S SEAL:



JOSEPH CASTILLO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF186300  
Expires 12/29/2018

NOTARY PUBLIC, STATE OF FLORIDA

Joseph Castillo  
(Name of Acknowledger Typed, Printed or Stamped)

FF186300

Commission Number

L:agr/dev-srvc/letter of understanding

Artist JA acknowledges receipt of a copy of this page, which is Page 2 of 2

# Exhibit 1: "Girl Walking Dogs"

Location: McNab Rd. & Andrews Ave. (Little Box)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, ALEX LANAU, 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 October 19, 2017.

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:

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Artist (Signature) 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: [Signature]  
Signature of Artist

ALEX LANAU  
Print Name of Artist

Address: 2774 S OCEAN BLVD #203

PALM BEACH FL 33480

Phone #: 561.779.4945

Email: DESTROY ALL MONSTERS C HOTMAIL.COM

STATE OF Florida

COUNTY OF Palm Beach

The foregoing Letter of Understanding was acknowledged before me this 17 day of January, 2018, by Alex Lanau, who is personally known to me or who has produced DRIVER'S LICENSE (type of identification) as identification. FLB3861108

NOTARY'S SEAL:

[Signature: Roberto Santiago]  
NOTARY PUBLIC, STATE OF FLORIDA

Roberto Santiago  
(Name of Acknowledger Typed, Printed or Stamped)

#GG 037392 EXPIRES: 10-10-2020  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (X) acknowledges receipt of a copy of this page, which is Page 2 of 2



Exhibit 1: "MP-07"  
Location: NE 12th Ave & Sample Rd



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Barbara Allen, 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 October 19, 2017.

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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: Barbara Allen  
Signature of Artist

Barbara Allen  
Print Name of Artist

Address: 303 N Riverside Dr #804  
Pompano Beach FL 33062

Phone #: (954) 501-5054

Email: barbelle777@aol.com  
barbaraallenphotography@live.com

STATE OF Florida

COUNTY OF Broward

The foregoing Letter of Understanding was acknowledged before me this 12 day of Jan, 2018, by Barbara Allen, who is personally known to me or who has produced Drivers License (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF Florida



\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

L:\agr\dev-srvc\letter of understanding

Exhibit 1: "Moon over Pompano"

Location: SE 9<sup>th</sup> St. & US 1 (little box)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

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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: Barbara Allen  
Signature of Artist

Barbara Allen  
Print Name of Artist

Address: 303 N. Riverside Dr # 804  
Pompano Beach FL 33062

Phone #: (954) 501-5054

Email: barbaraallenphotography@live.com

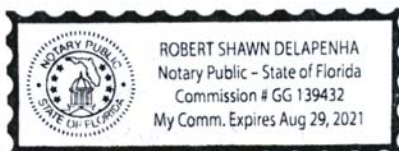
STATE OF Florida

COUNTY OF Broward

The foregoing Letter of Understanding was acknowledged before me this 12 day of Jan, 2018, by Barbara Allen, who is personally known to me or who has produced Drivers License (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF Florida



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

L:agr/dev-srvc/letter of understanding

Artist (BA) acknowledges receipt of a copy of this page, which is Page 2 of 2



Exhibit 1: "Kitesurfing Mania"  
Location: NE 14th St. & A1A



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

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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.

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: Barbara Allen  
Signature of Artist

Barbara Allen  
Print Name of Artist

Address: 303 N Riverside DR #804  
Pompano Beach FL 33062

Phone #: (954) 501-5054

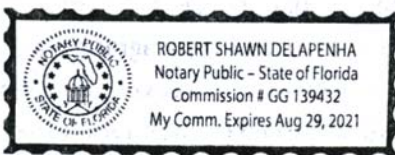
Email: barbaraallenphotography@live.com

STATE OF Florida

COUNTY OF Broward

The foregoing Letter of Understanding was acknowledged before me this 12 day of Jan, 2018, by Barbara Allen, who is personally known to me or who has produced Drivers License (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF Florida

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

L:agr/dev-srvc/letter of understanding

Exhibit 1: "Day is Done"  
Location: SE 9th St. & US1 (Big Box)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Barbara Allen, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: Barbara Allen  
Signature of Artist

Barbara Allen  
Print Name of Artist

Address: 303 N Riverside DR #804  
Pompano Beach FL 33062

Phone #: (954) 501-5054

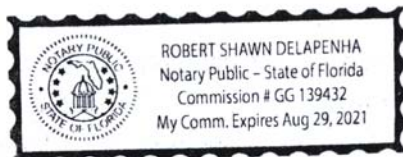
Email: barbelle777@aol.com  
barbaraallenphotography@live.com

STATE OF Florida

COUNTY OF Broward

The foregoing Letter of Understanding was acknowledged before me this 12 day of Jan, 2018, by Barbara Allen, who is personally known to me or who has produced Drivers License (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF Florida

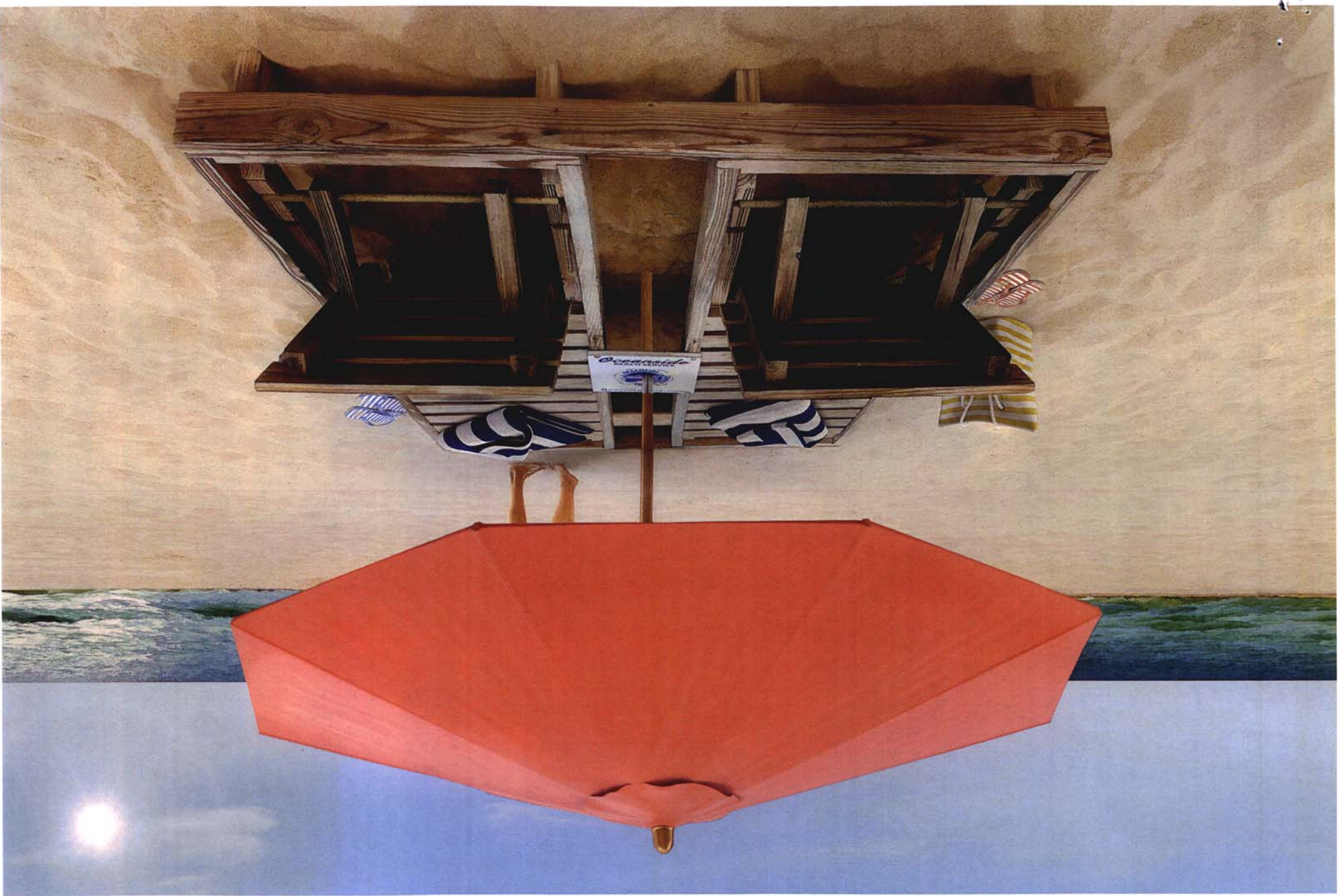
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (BA) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Alone in Public" Location: NE 5th Ave & Copans Rd.





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Carolanne Brosious, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: Carolanne Brosious  
Signature of Artist

Carolanne Brosious  
Print Name of Artist

Address: 8717 Canada Ct  
Reynoldsburg, OH 43068

Phone #: 614-446-5043

Email: caribrosious@aol.com

STATE OF Ohio

COUNTY OF Franklin

The foregoing Letter of Understanding was acknowledged before me this 9th day of January, 2018, by Carolanne Brosious, who is personally known to me or who has produced Ohio Driver's License (type of identification) as identification.

NOTARY'S SEAL:

Danny L. Sparks  
NOTARY PUBLIC, STATE OF Ohio  
Danny L. Sparks  
(Name of Acknowledger Typed, Printed or Stamped)

Danny L. Sparks  
Notary Public, State of Ohio  
My Commission Expires 8-11-2020

2015-RE-540301  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (CB) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Day & Night"

Location: N. Cypress Rd. & Copans Rd.



EXHIBIT I: "Day & Night"

Location: N. Green St. & Coburn St.



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Catherine R. Hempel, 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 October 19, 2017.

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:

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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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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:

Catherine R. Hempel  
Signature of Artist

Catherine R. Hempel  
Print Name of Artist

Address: 232 S. Highland Ave  
Winter Garden, FL 34787

Phone #: 407-247-9431

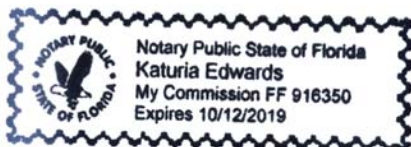
Email: Cathy.hempel@disney.com

STATE OF Florida

COUNTY OF Orange

The foregoing Letter of Understanding was acknowledged before me this 10<sup>th</sup> day of January, 2018, by Catherine R. Hempel who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

KATURIA EDWARDS  
(Name of Acknowledger Typed, Printed or Stamped)

FF 916350  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist CRH acknowledges receipt of a copy of this page, which is Page 2 of 2



Exhibit 1: Lotus & Lilly

Lilly

Location: Race Track

Rd. (Sw 3rd St.) &

Andrews Ave.

§ 2401: 1st Indiv. 23  
"gill"

Location: 1st Indiv. 23  
Rd. (2nd 3rd 4th)  
In 2nd Indiv. 23



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Charlotte Drumm, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 CP 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:   
Signature of Artist

Charlotte "Chuck" Drumm  
Print Name of Artist

Address: 12820 Point Aquarius Blvd  
Willis, TX 77318

Phone #: 936-524-2402

Email: chuckdrumm.art@gmail.com

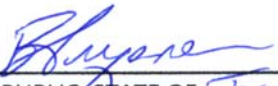
STATE OF TEXAS

COUNTY OF MONTGOMERY

The foregoing Letter of Understanding was acknowledged before me this 18<sup>th</sup> day of JANUARY, 2018, by CHARLOTTE DRUMM, who is personally known to me or who has produced TEXAS DRIVERS LICENSE (type of identification) as identification.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF TEXAS

BRAD FIEGENER  
(Name of Acknowledger Typed, Printed or Stamped)

12667486-5  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist CD acknowledges receipt of a copy of this page, which is Page 2 of 2

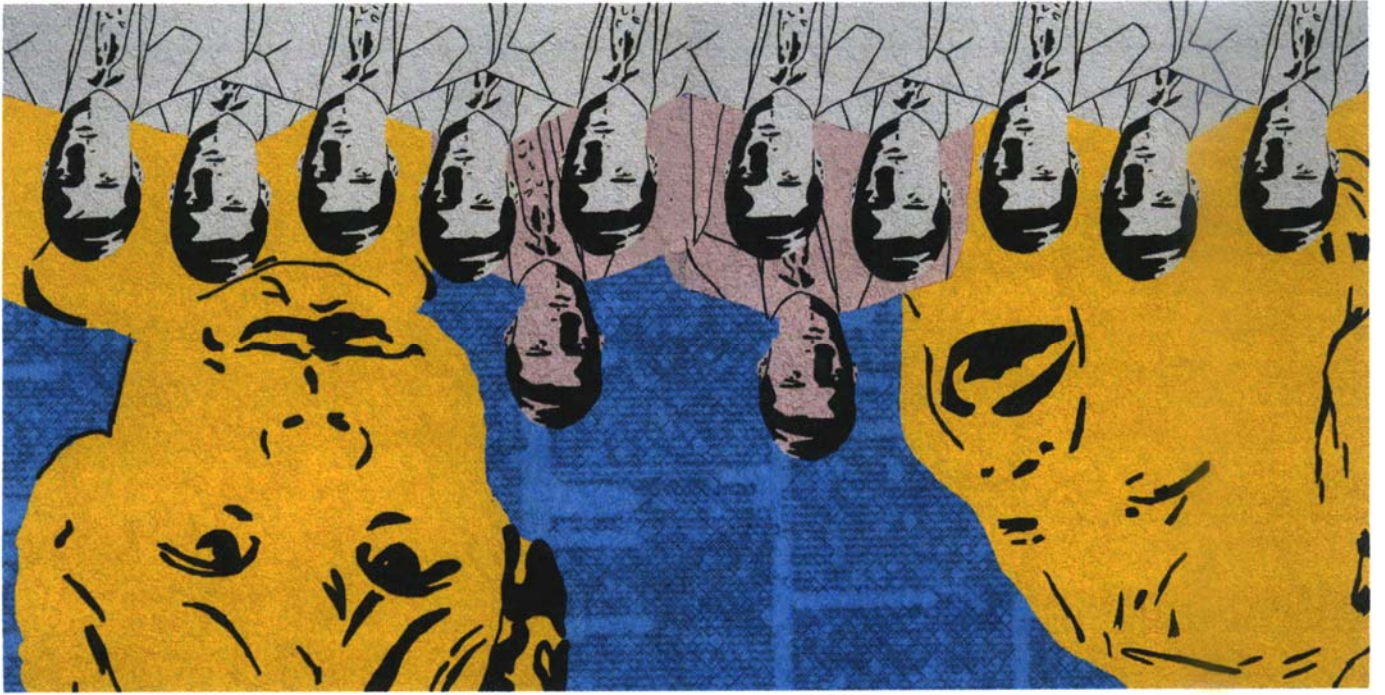


Exhibit 1: "Logical"  
Location: Copans Rd. (Copans Business Park)

1. Mississippi - 125,000

Form - 90: Robert R. Roberts State Bank



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Elisabeth Sullivan, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.



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:   
Signature of Artist

Elisabeth Sullivan  
Print Name of Artist

Address: PO Box 235506  
Encinitas, CA 92023

Phone #: 520-440-5436

Email: elisabethsullivanfineart@gmail.com

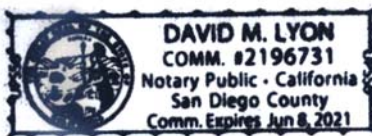
STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The foregoing Letter of Understanding was acknowledged before me this 10<sup>TH</sup> day of JAN, 2018, by ELISABETH SULLIVAN, who is personally known to me or who has produced CADL (type of identification) as identification.

NOTARY'S SEAL:

  
NOTARY PUBLIC STATE OF CALIF



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

L:\agr\dev-srvc\letter of understanding


Artist  acknowledges receipt of a copy of this page, which is Page 2 of 2

EXHIBIT 1 (The "Network")



"Double Trouble"

© Elisabeth Sullivan  
ELISABETH SULLIVAN

Location: SE 7th St. & US 1

1890. 25. 17. 24. 3. 18. 7.





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Elisabeth Sullivan, 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 October 19, 2017.

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:

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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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 (ES) 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: Elisabeth Sullivan  
Signature of Artist

Elisabeth Sullivan  
Print Name of Artist

Address: PO Box 235506  
Encinitas, CA 92023

Phone #: 520-440-5436

Email: elisabethsullivanfineart@gmail.com

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The foregoing Letter of Understanding was acknowledged before me this 10<sup>TH</sup> day of JAN, 2018, by ELISABETH SULLIVAN, who is personally known to me or who has produced CADL (type of identification) as identification.

NOTARY'S SEAL:

David M. Lyon  
NOTARY PUBLIC, STATE OF CALIF



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

L:\agr\dev-srvc\letter of understanding

Artist (ES) acknowledges receipt of a copy of this page, which is Page 2 of 2

# EXHIBIT 1 (the "Artwork")



"Non Hostile Takeover"

@ElisabethSullivan  
ELISABETH SULLIVAN

Location: SE 12<sup>th</sup> St. #US1

Location: 25 18 40 30 27





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Elisabeth Sullivan, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: Elisabeth Sullivan  
Signature of Artist

Elisabeth Sullivan  
Print Name of Artist

Address: PO Box 235506  
Encinitas, CA 92023

Phone #: 520-440-5436

Email: elisabethsullivanfineart@gmail.com

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The foregoing Letter of Understanding was acknowledged before me this 10<sup>TH</sup> day of JAN, 2018, by ELISABETH SULLIVAN, who is personally known to me or who has produced CADL (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF CALIF



\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (ES) acknowledges receipt of a copy of this page, which is Page 2 of 2

# EXHIBIT 1 (the "Artwork")



"Toes on The Nose"

@ Elisabeth Sullivan  
ELISABETH SULLIVAN

Location : S. 9<sup>th</sup> St. & Cypress Rd. South

Address: 2145 St. & Chiles St. N.W.



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Emily Clanton, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: Emily Clanton  
Signature of Artist

Emily Clanton  
Print Name of Artist

Address: 6 Chukar Way  
Greenville, SC 29617

Phone #: (678) 404-9822

Email: info@emilyclantonart.com

STATE OF South Carolina

COUNTY OF Greenville

The foregoing Letter of Understanding was acknowledged before me this 12<sup>th</sup> day of January, 2018, by Emily Clanton, who is personally known to me or who has produced SCDL (type of identification) as identification.

NOTARY'S SEAL:

Deborah R Fisher  
NOTARY PUBLIC, STATE OF South Carolina

Deborah R Fisher  
(Name of Acknowledger Typed, Printed or Stamped)

N/A Comm Exp 04/02/2024  
Commission Number

L:agr/dev-srvc/letter of understanding

Exhibit 1: "Orange Blossom Twins"

Location: NW 18th St. & Powerline Rd. (Big Box)



ECC



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Emily Clanton, 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 October 19, 2017.

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.
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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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: ef Clnt  
Signature of Artist

Emily Clanton  
Print Name of Artist

Address: 6 Chukar Way  
Greenville, SC 29617

Phone #: (678) 404-9822

Email: info@emilyclantonart.com

STATE OF South Carolina

COUNTY OF Greenville

The foregoing Letter of Understanding was acknowledged before me this 12<sup>th</sup> day of January, 2018, by Emily Clanton who is personally known to me or who has produced SCDL (type of identification) as identification.

NOTARY'S SEAL:

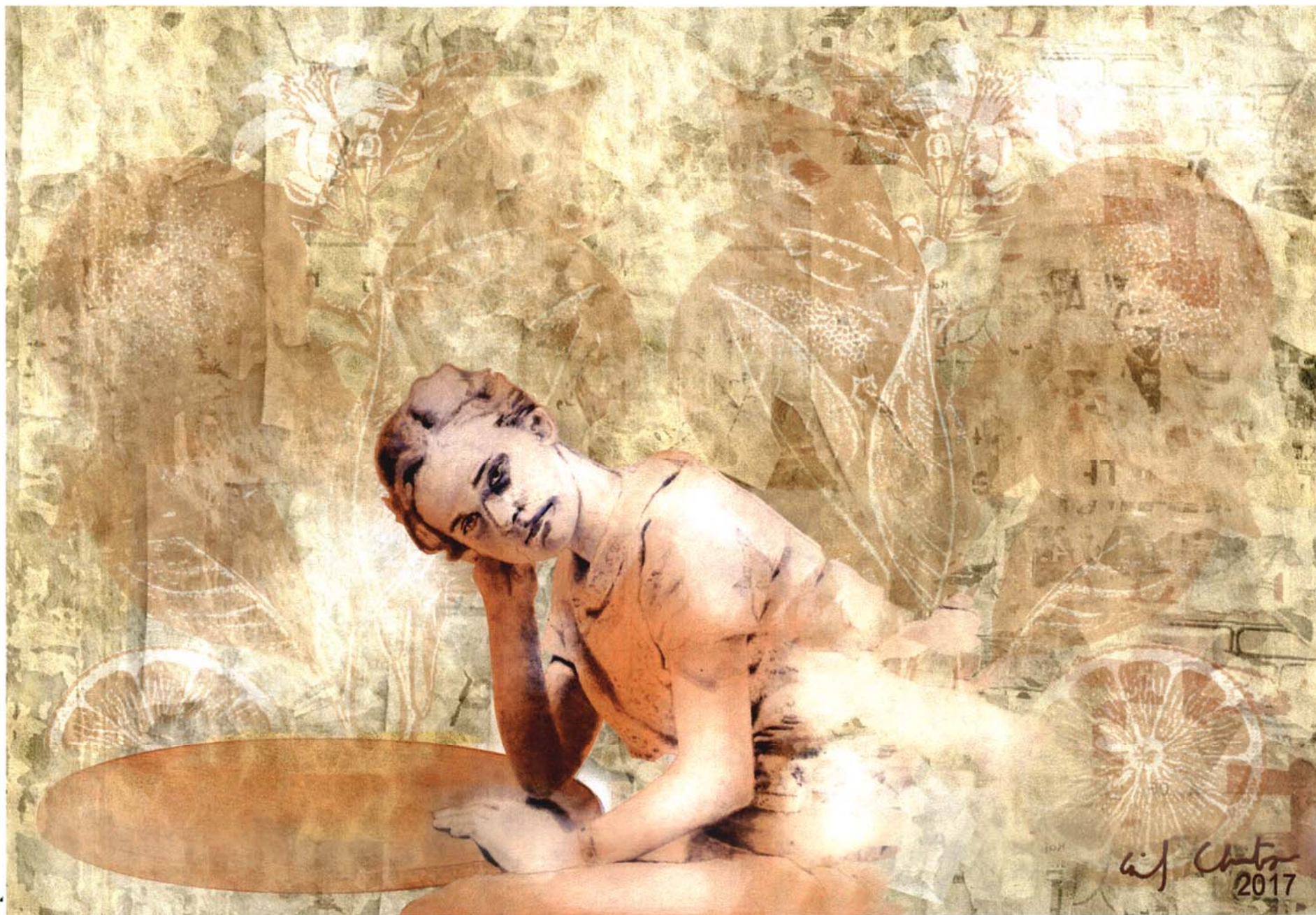
Deborah R Fisher  
NOTARY PUBLIC, STATE OF South Carolina

Deborah R Fisher  
(Name of Acknowledger Typed, Printed or Stamped)

N/A CommExp 04/02/2024  
Commission Number

L:agr/dev-srvc/letter of understanding

Exhibit 1: "Lillie in Pompano"  
Location: NW 30<sup>th</sup> Place & Powerline Rd.





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Frank Polanco, 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 October 19, 2017.

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.
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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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 JP 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: \_\_\_\_\_

  
Signature of Artist

Frank Polanco

Print Name of Artist

Address: 1300 Lincoln Rd  
PH 1006 M. Beach FL 33139

Phone #: 305. 310. 7155

Email: FRSTUDIO2013@gmail.com

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing Letter of Understanding was acknowledged before me this 10 day of JANUARY, 2018, by FRANCISCO POLANCO, who is personally known to me or who has produced FLDL P45224663 2150 (type of identification) as identification.

NOTARY'S SEAL:

  
NOTARY PUBLIC, STATE OF FLORIDA

BIBI SHAH  
(Name of Acknowledger Typed, Printed or Stamped)



Bibi Shah  
Notary Public  
State of Florida  
My Commission Expires 9/7/2019  
Commission No. FF 916126

9/7/2019  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist  acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1



**LOVE BIRDS**

Frank Polanco Photography

Location: Andrews Ave. Ex. # Atlantic Blvd.  
(Big Box)



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, FRANK POLANCO, 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 October 19, 2017.

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:

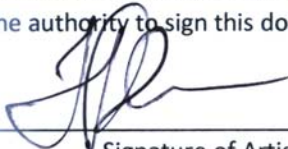
1. I warrant that as the creator and owner of the ARTWORK, I possess all copyrights and custody of the original work and therefore have not copied, reproduced in any way, or otherwise infringed upon anyone else's intellectual property rights.
2. I consent to incorporation of the ARTWORK onto the City's 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.
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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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 (JP) 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: \_\_\_\_\_



Signature of Artist

Francisco Polanco

Print Name of Artist

Address: 1300 Lincoln Road

PA 1006 N. Beach FL 33139

Phone #: 305 310 7151

Email: FPSTUDIO2013@gmail.com

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing Letter of Understanding was acknowledged before me this 10 day of JANUARY, 2018, by FRANCISCO POLANCO, who is personally known to me or who has produced FLDL P452-246-63-2/50 (type of identification) as identification.

NOTARY'S SEAL:



Bibi Shah  
Notary Public  
State of Florida

My Commission Expires 9/7/2019  
Commission No. FF 916126

Bibi Shah  
NOTARY PUBLIC, STATE OF FLORIDA

BIBI SHAH  
(Name of Acknowledger Typed, Printed or Stamped)

9/7/2019  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (Signature) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1



**PACO**

Frank Polanco Photography

Location: Andrews Ave. Ex. 3 Atlantic Blvd. (Little Box)



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, ISABEL PEREZ, 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 October 19, 2017.

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.
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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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: [Signature]  
Signature of Artist

ISABEL PEREZ  
Print Name of Artist

Address: 563 NW 120 Dr.  
Coral Springs FL 33071

Phone #: 9548253389

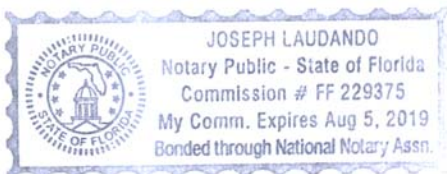
Email: isabelperezsalazar@gmail.com

STATE OF Florida

COUNTY OF Broward

The foregoing Letter of Understanding was acknowledged before me this 19<sup>th</sup> day of JAN., 2018, by ISABEL PEREZ, who is personally known to me or who has produced DL (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FL.

Joseph Laudando  
(Name of Acknowledger Typed, Printed or Stamped)

FF 229375  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (IP) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Searching Paradise"

Location: McNab Rd. & Powerline Rd. (Little Box)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, JACOB CORDERO, 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 October 19, 2017.

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:

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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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: [Signature]  
Signature of Artist

JACOB CORDERO  
Print Name of Artist

Address: 15800 NE 2 AVENUE  
MIAMI, FL 33162

Phone #: 786-314-6333

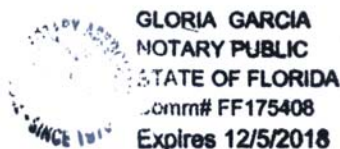
Email: ARTISTJAKE CORDERO @GMAIL.COM

STATE OF FL

COUNTY OF MIAMI-DADE

The foregoing Letter of Understanding was acknowledged before me this 16<sup>th</sup> day of JANUARY, 2018, by JACOB CORDERO, who is personally known to me or who has produced DRIVER'S LICENSE (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
GLORIA GARCIA  
(Name of Acknowledger Typed, Printed or Stamped)

FF175408  
Commission Number

Exhibit 1: "Octopus Element"

Location: NW 3rd Ave & Copans Rd.



Exhibit 1: "October 2 Element"  
Location: NW 3rd Ave & Coburn St.




## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, JOANNE SISKI, 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 October 19, 2017.

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:

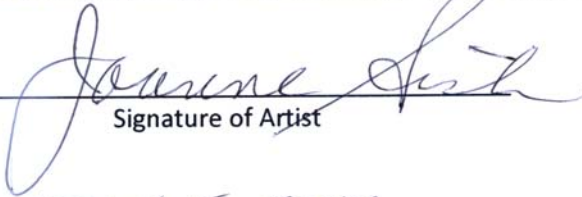
1. I warrant that as the creator and owner of the ARTWORK, I possess all copyrights and custody of the original work and therefore have not copied, reproduced in any way, or otherwise infringed upon anyone else's intellectual property rights.
2. I consent to incorporation of the ARTWORK onto the City's 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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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  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:



Signature of Artist

JOANNE SISKI

Print Name of Artist

Address: 429 QUACKENBUSH PLACE  
RIDGEMOOD, NJ 07450

Phone #: 201-264-6981


Email: jsiska@gmail.com

STATE OF New Jersey

COUNTY OF Bergen

The foregoing Letter of Understanding was acknowledged before me this 24 day of January, 2018, by Joanne Siska, who is personally known to me or who has produced Driver's License (type of identification) as identification.

NOTARY'S SEAL:

  
NOTARY PUBLIC, STATE OF New Jersey  
Meredith Schlitt



Commission Number

L:\agr\dev-srvc\letter of understanding

Artist (☒) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Coral Reef"  
Location: McNab Rd. & Powerline Rd. (Big Box)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, JOHN WILTON, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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  acknowledges receipt of a copy of this page, which is Page 1 of 2



# Exhibit 1: "Flowered Graffiti"

Location: NE 12<sup>th</sup> Terr. & Copans Rd. (Fashion Square)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Julie Kanapaux, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 ([Signature]) 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: Julie Kanapaux  
Signature of Artist

Julie Kanapaux  
Print Name of Artist

Address: 731 Cypress Ave.  
Venice FL 34285

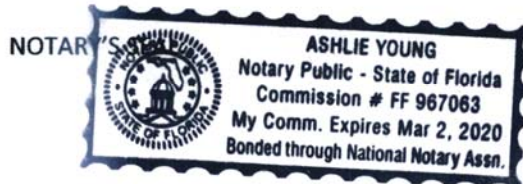
Phone #: 941-504-1465

Email: julie@juliekanapaux.com

STATE OF Florida

COUNTY OF SARASOTA

The foregoing Letter of Understanding was acknowledged before me this 12 day of January, 2018, by Julie Kanapaux who is personally known to me or who has produced FL Driver License (type of identification) as identification.



Ashlie Young  
NOTARY PUBLIC, STATE OF Florida  
Ashlie Young  
(Name of Acknowledger Typed, Printed or Stamped)

FF967063  
Commission Number

L:\agr\dev-srvc\letter of understanding

Artist (initials) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Beachcomber's  
Sequence"

Location: NW 21 Ave &  
Atlantic Blvd



Exhibit 1: "Beachcomber's  
"Treasure"  
Location: NW 1/4 Sec 34  
T4N R10E S14W



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Juliette Hemingway Chase, 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 October 19, 2017.

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:

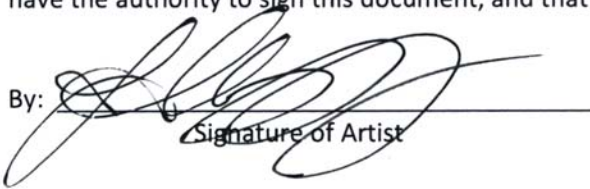
1. I warrant that as the creator and owner of the ARTWORK, I possess all copyrights and custody of the original work and therefore have not copied, reproduced in any way, or otherwise infringed upon anyone else's intellectual property rights.
2. I consent to incorporation of the ARTWORK onto the City's 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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 (Signature) 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:

  
Signature of Artist

Juliette Hemingway Chase  
Print Name of Artist

Address: 4949 S. Bahama Ct

Aurora CO 80015

Phone #: 720.840.7756

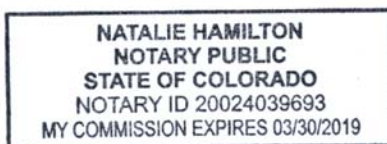
Email: jkatdartist@msn.com

STATE OF Colorado

COUNTY OF Denver

The foregoing Letter of Understanding was acknowledged before me this 17<sup>th</sup> day of \_\_\_\_\_, 2018, by Juliette Chase, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Natalie Hamilton  
NOTARY PUBLIC, STATE OF CO

(Name of Acknowledger Typed, Printed or Stamped)

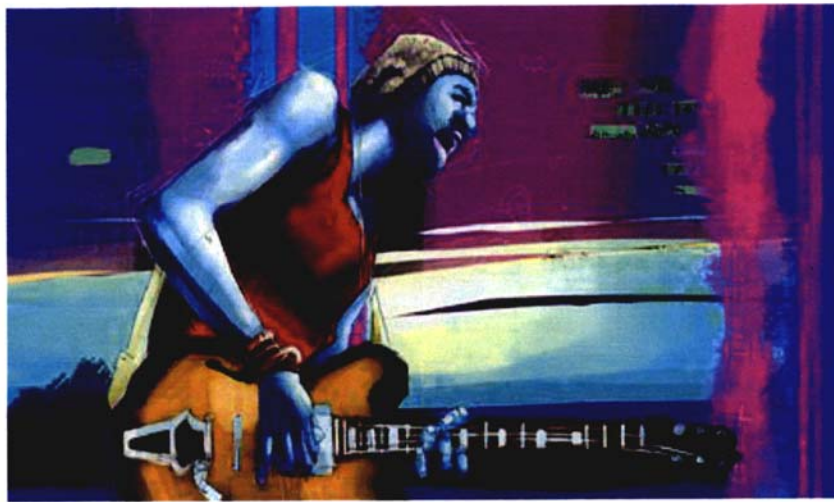
200240 39693  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist JCH acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Experiencing You"

Location: Copans Rd. & Powerline Rd. (little box)






## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Juliette Hemingway Chase, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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  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: \_\_\_\_\_

Signature of Artist

Juliette Hemingway Chase  
Print Name of Artist

Address: 4949 S Bahaina Ct  
Aurora CO 80015

Phone #: 720.840.7756

Email: JKATDARTIST@MSN.COM

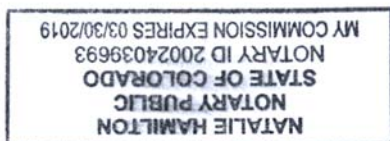
STATE OF Colorado

COUNTY OF Denver

The foregoing Letter of Understanding was acknowledged before me this 17<sup>th</sup> day of January, 2018, by Juliette Chase, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Natalie Hamilton  
NOTARY PUBLIC, STATE OF CO



(Name of Acknowledger Typed, Printed or Stamped)

20024039693  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (gc) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Feeling Your Soul"

Location: Copans Rd. & Power line Rd. (big box)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Juliette Hemingway Chase, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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:



Signature of Artist

Juliette Hemingway Chase  
Print Name of Artist

Address: 4949 S. Bahama Ct

Aurora CO 80015

Phone #: (720) 840 7756

Email: jkatdartist@msn.com

STATE OF Colorado

COUNTY OF Denver

The foregoing Letter of Understanding was acknowledged before me this 17<sup>th</sup> day of January, 2018, by Juliette Chase, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Natalie Hamilton  
NOTARY PUBLIC, STATE OF Colorado

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

20024039693  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (Signature) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Trane of thought"  
Location: NE 33<sup>rd</sup> St. & Dixie Hwy.





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Lechelle Calderwood, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 (LC) 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: Lechelle Calderwood  
Signature of Artist

Lechelle Calderwood  
Print Name of Artist

Address: 8201 NW 18<sup>th</sup>  
Oklahoma City, OK 73127  
Phone #: (405) 550-4050  
Email: lechelle.calderwood@gmail.com

STATE OF Oklahoma  
COUNTY OF Oklahoma

The foregoing Letter of Understanding was acknowledged before me this 23 day of January, 2018, by Lechelle Calderwood, who is personally known to me or who has produced driver's license (type of identification) as identification.

NOTARY'S SEAL:



Brent J. Mills  
NOTARY PUBLIC, STATE OF Oklahoma

Brent Mills  
(Name of Acknowledger Typed, Printed or Stamped)

04005690  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (Signature) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1 "Birds & Bees"

Location

North of the Dr. & Overland St. (Camp David)








## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Mark Larson, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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  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:   
Signature of Artist

Mark Larson  
Print Name of Artist

Address: 407 S. 46th St  
Tacoma WA 98418

Phone #: 253.241.8190


Email: mark@marklarsonart.com

STATE OF Washington  
COUNTY OF Pierce

The foregoing Letter of Understanding was acknowledged before me this 11th day of January, 2018, by Mark Larson, who is personally known to me or who has produced WA Drivers License (type of identification) as identification.

NOTARY SEAL



  
NOTARY PUBLIC, STATE OF WA

TERESITA FOREMAN  
(Name of Acknowledger Typed, Printed or Stamped)

53890  
Commission Number

L:agr/dev-srvc/letter of understanding


Artist  acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Fast Food - Passenger Pigeons"  
Location: Gateway Dr. & Copans Rd.



Location: Flathead Co. of Coburn Rd.

Species: *Leontideus rosalia* - *leontideus rosalia*



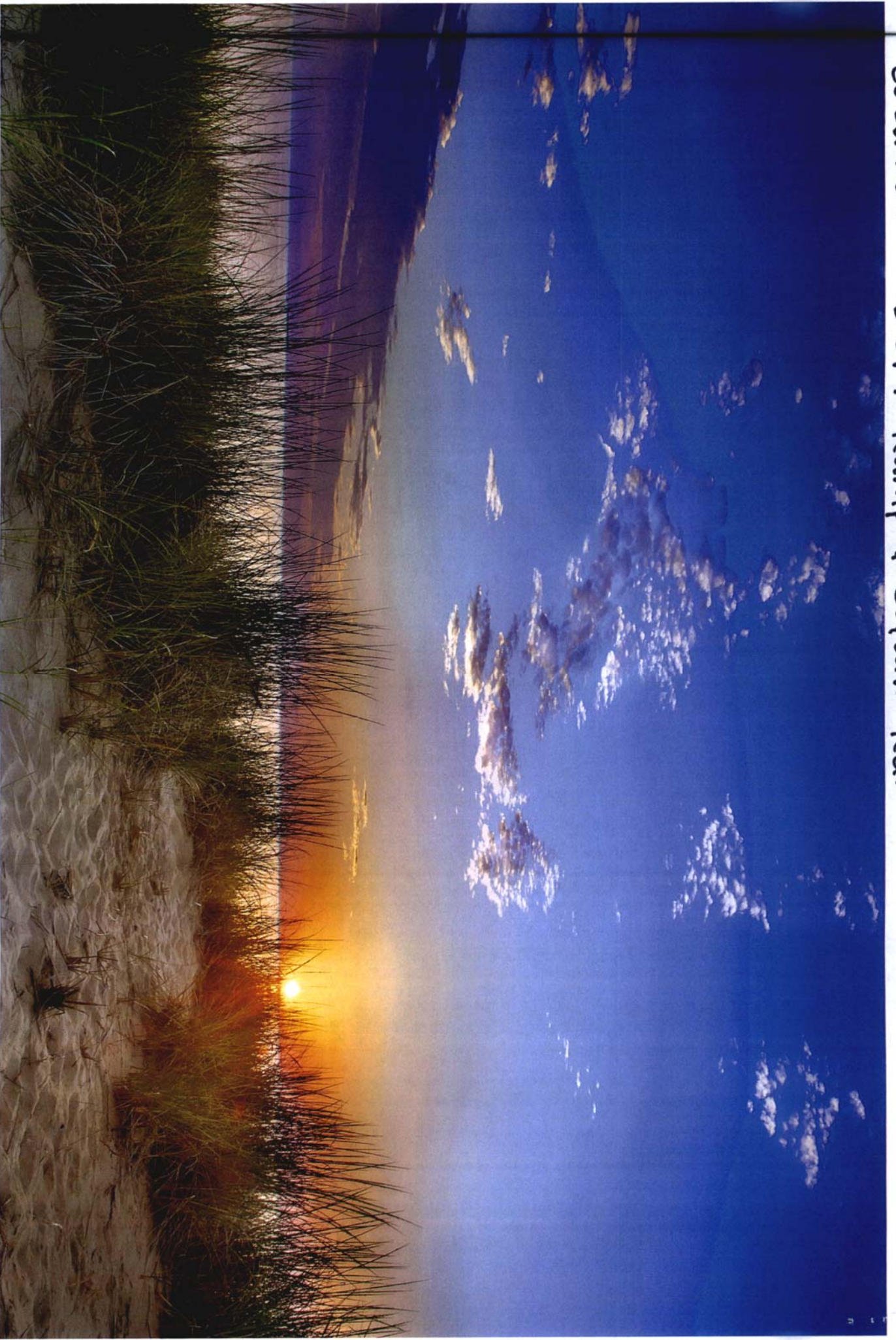
Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, MARY ATRIA, submitted the design attached hereto and made a part hereof as Exhibit 1 (the "Artwork") which the City's Public Art Committee recommended be approved for participation in the Project on October 19, 2017.

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 I am granting the City one time reproduction rights of the Artwork. 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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.



Exhibit 1: "Golden Hour"  
Location: 195 off Ramp & Copans Rd.





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, MARY RUDEN, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 MR 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: \_\_\_\_\_

Signature of Artist

MARY RUDEN  
Print Name of Artist

Address: 1354 Springview Cir.  
Seymour, TN 37865

Phone #: (865) 579-1162

Email: rudenm@gmail.com

STATE OF Tennessee

COUNTY OF Knox

The foregoing Letter of Understanding was acknowledged before me this 9<sup>th</sup> day of Jan, 2018, by Mary Ruden, who is personally known to me or who has produced TN Drivers License (type of identification) as identification.

NOTARY'S SEAL:



Stephanie Magargle  
NOTARY PUBLIC, STATE OF Tennessee

Stephanie Magargle  
(Name of Acknowledger Typed, Printed or Stamped)

N/A  
Commission Number

my commission expires 05/25/2021

L:agr/dev-srvc/letter of understanding

Exhibit 1: "Butterflies"

Location: 195 odd Ramp & Sample Rd.



location: 105 old ramp & sample RQ.  
Exhibit 1: "Butterflies"



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, MARY MONAHAN WHYTE, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: Mary M. Whyte  
Signature of Artist

MARY MONAHAN WHYTE  
Print Name of Artist

Address: 2121 SOUTH OCEAN BOULEVARD

UNIT 704

Phone #: 954-675-6550

Email: MMONA9@HOTMAIL.COM

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing Letter of Understanding was acknowledged before me this 9 day of January, 2018, by Mary Monahan Whyte, who is personally known to me or who has produced Drivers License (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Brooke A. Wagner  
(Name of Acknowledger Typed, Printed or Stamped)

GG 092174  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist Mary Monahan Whyte acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1 : "Magnolias del Mar"

Location: NW 6 St. & Atlantic Blvd.



Exhibit 1: "Maggie's Girl" -  
Location: NW 2 St. & Atlantic Blvd.  
bvl8 citraA & 42 S W



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Niki Zarabi, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 Niki Zarabi 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: \_\_\_\_\_

Signature of Artist

Niki Zarrabi

Print Name of Artist

Address: 873 Atlanta Country  
Club Dr. Marietta, GA 30067

Phone #: 678 755 5911

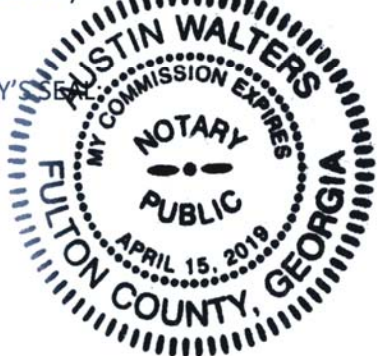
Email: niki.zarrabi.art@gmail.com

STATE OF Georgia

COUNTY OF Fulton

The foregoing Letter of Understanding was acknowledged before me this 11th day of January, 2018, by Niki Zarrabi, who is personally known to me or who has produced Driver's License (type of identification) as identification.

NOTARY'S SEAL



NOTARY PUBLIC, STATE OF Georgia

Austin Walters  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_

L:\agr\dev-srvc\letter of understanding

Artist (13) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Rein{carnation}"

Location: Andrews Ave & Copans Rd.





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH


Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Pablo Azar, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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:   
Signature of Artist

Pablo Azar  
Print Name of Artist

Address: 199 E Flagler St  
#251 Miami FL 33131

Phone #: 305 343 3905

Email: artistpabloazar@gmail.com


STATE OF Florida

COUNTY OF Miami Dade

The foregoing Letter of Understanding was acknowledged before me this 19 day of JANUARY, 2018, by PABLO ALBERTO AZAR, who is personally known to me or who has produced DL A260-661-82-267-0 FL (type of identification) as identification.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FL

DANIEL VELASQUEZ  
(Name of Acknowledger Typed, Printed or Stamped)

FF996715  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (PA) acknowledges receipt of a copy of this page, which is Page 2 of 2



Exhibit 1: La Libertad de la

Floor

Location: NW

18th St. & Flowerline  
Rd. (Lurline Box)

ENVIRONMENTAL REPORTING  
FOR

LOCATION: NW  
18th St. & 1st Ave  
Rd. Little Rock



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Pamela Joy Todd, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 (PJT) 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: Pamela Joy Trow  
Signature of Artist

Pamela Joy Trow  
Print Name of Artist

Address: 5970 80<sup>th</sup> Street N  
Unit 215

Phone #: 541-390-1154

Email: info@pamelajoytrow.com

STATE OF Florida

COUNTY OF Pinellas

The foregoing Letter of Understanding was acknowledged before me this 10<sup>th</sup> day of January, 2018, by Pamela J Trow, who is personally known to me or who has produced FLDL (type of identification) as identification.

NOTARY'S SEAL:



Alex Perez  
NOTARY PUBLIC, STATE OF FLORIDA

Alexander Perez  
(Name of Acknowledger Typed, Printed or Stamped)

124152  
Commission Number

L:agr/dev-srv/letter of understanding

Artist (RT) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Beach Buddies"

Location: S. 3rd St. & Cypress Rd. South





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Pamela Joy Trow, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 PJT 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: Pamela Joy Trow  
Signature of Artist

Pamela Joy Trow  
Print Name of Artist

Address: 5970 80th Street N  
Unit 215

Phone #: 541-390-1154

Email: info@pamelajoytrow.com

STATE OF Florida

COUNTY OF Pinellas

The foregoing Letter of Understanding was acknowledged before me this 10<sup>th</sup> day of January, 2018, by Pamela J Trow, who is personally known to me or who has produced FLDL (type of identification) as identification.

NOTARY'S SEAL:



Alex Perez  
NOTARY PUBLIC, STATE OF FLORIDA

Alexander Perez  
(Name of Acknowledger Typed, Printed or Stamped)

124152  
Commission Number

L:agr/dev-srv/letter of understanding

Artist (PT) acknowledges receipt of a copy of this page, which is Page 2 of 2

# Exhibit 1: "Feathered Friend"

Location: South Course Dr./ Cypress Bend & Powerline Rd. (Little Box)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Pamela Joy Trow, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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  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: Pamela Joy Trow  
Signature of Artist

Pamela Joy Trow  
Print Name of Artist

Address: 5940 80th Street N, #215  
St. Petersburg, FL 33709

Phone #: 541.390.1154

Email: info@pamelajoytrow

STATE OF Florida

COUNTY OF Pinellas

The foregoing Letter of Understanding was acknowledged before me this 18th day of January, 2018, by Pamela J Trow, who is personally known to me or who has produced FL Driver License (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF Florida

Jonathan Symmes  
(Name of Acknowledger Typed, Printed or Stamped)

FF 205331  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (PJT) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Creature Comrades"  
Location: South Course Dr./ Cypress Bend & Powerline Rd. (BigBox)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Patricia A. Collins, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: Patricia A. Collins  
Signature of Artist

Patricia A. Collins  
Print Name of Artist

Address: 348 Hibiscus Dr.  
Ft. Myers, FL 33901

Phone #: (239) 822-7831

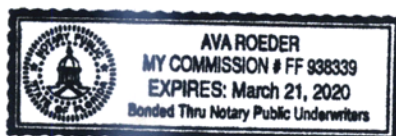
Email: pinkrosedog@comcast.net

STATE OF Florida

COUNTY OF Lee

The foregoing Letter of Understanding was acknowledged before me this 12<sup>th</sup> day of January, 2018, by Patricia A. Collins, who is personally known to me or who has produced Personally Known (type of identification) as identification.

NOTARY'S SEAL:



Ava Roeder  
NOTARY PUBLIC, STATE OF FL

Ava Roeder  
(Name of Acknowledger Typed, Printed or Stamped)

# FF 938339  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (PK) acknowledges receipt of a copy of this page, which is Page 2 of 2

# Exhibit 1: "Image Blocks 1"

Location: NW 15<sup>th</sup> St. & Dixie Hwy.



2017 Pat Collins



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, RUTH AVA LYONS, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 (RAL) 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: [Signature]  
Signature of Artist

RUTH AVA LYONS  
Print Name of Artist

Address: 7448 VALLEYBROOK Rd  
CHARLOTTE, NC 28270

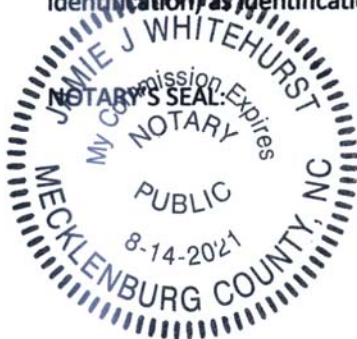
Phone #: 704-996-3256

Email: RUTHAVALYONS@gmail.com

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing Letter of Understanding was acknowledged before me this 10th day of January, 2018, by Ruth Ava Lyons who is personally known to me or who has produced me Driver License exp 06/2019 (type of identification) as identification.



[Signature]  
NOTARY PUBLIC, STATE OF NC  
Jamie J Whitehurst  
(Name of Acknowledger Typed, Printed or Stamped)

201622300015  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist (RAL) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Oceanis Alchemies XVII"

Location: NE 15 Terr. & Copans Rd. (Fashion Square)





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Terry Newitt, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: \_\_\_\_\_

Signature of Artist

Terry Newitt  
Print Name of Artist

Address: 503 Brentwood Drive  
Wilmington, DE 19803

Phone #: 302-761-9912

Email: tnewitt@archmoreacademy.com

STATE OF Delaware

COUNTY OF New Castle

The foregoing Letter of Understanding was acknowledged before me this 11 day of January, 2018, by TERRY NEWITT, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY



NOTARY PUBLIC, STATE OF DELAWARE

ELIZABETH ANN SMIGIELSKI  
(Name of Acknowledger Typed, Printed or Stamped)

EXPIRES 08/12/2018  
Commission Number

L:\agr\dev-srvc\letter of understanding

Artist Terry Newitt acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Beautiful Swimmers" Location: Wyndham Sea  
Gardens # A1A



Exhibit: "Beantown 2000" Location: Wynnewood  
Garage 34A



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Timothy Martin, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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 (TM) 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: Timothy Martin  
Signature of Artist

Timothy Martin  
Print Name of Artist

Address: 1212 Pineville Rd  
New Hope PA 18938

Phone #: 267-491-5005

Email: jburenga@sailorickpr.com

Commonwealth  
STATE OF Pennsylvania

COUNTY OF Bucks

The foregoing Letter of Understanding was acknowledged before me this 19th day of January, 2018, by Timothy James Martin, who is personally known to me or who has produced PA Drivers License 31974814 (type of identification) as identification.

NOTARY'S SEAL:

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Lori Wicen, Notary Public  
Buckingham Twp., Bucks County  
My Commission Expires Sept. 30, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Lori Wicen  
NOTARY PUBLIC, STATE OF Pennsylvania  
Commonwealth  
Lori Wicen  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Lori Wicen, Notary Public  
Buckingham Twp., Bucks County  
My Commission Expires Sept. 30, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

L:agr/dev-srvc/letter of understanding

Artist (TM) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Glow"  
Location: NW 21 Ave. & Mc Nab Rd.





## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPAÑO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, Valerie Shoushine, 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 October 19, 2017.

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 (954 786 4310) or email ([laura.atria@copbfl.com](mailto: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.

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: Valerie Ghossaini  
Signature of Artist

Valerie Ghossaini  
Print Name of Artist

Address: 7331 Tilden Lane  
Naples, FL 34108

Phone #: 248-996-7292

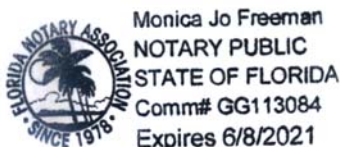
Email: ghossaini@aol.com

STATE OF Florida

COUNTY OF Collier

The foregoing Letter of Understanding was acknowledged before me this 10th day of January, 2018, by Valerie Ghossaini, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Monica Jo Freeman  
NOTARY PUBLIC, STATE OF Florida

Monica Jo Freeman  
(Name of Acknowledger Typed, Printed or Stamped)

GG 113084  
Commission Number

L:agr/dev-srvc/letter of understanding

Artist Valerie Ghossaini acknowledges receipt of a copy of this page which is Page 2 of 2



Exhibit 1: "Bather"  
Location: McNab Rd. /  
SE 16 St. & US 1

2E 18 24 & N 24  
Location: McNamee Rd.  
Exhibit: "Batter"



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, William A. Bracht, 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 October 19, 2017.

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:

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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: William A. Bracht  
Signature of Artist

William A. Bracht  
Print Name of Artist

Address: 6418 N.W. 28TH Street  
Margate, Florida 33063

Phone #: 954-973-6183

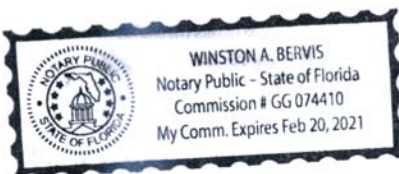
Email: Williambracht@gmail.com

STATE OF Florida

COUNTY OF Broward

The foregoing Letter of Understanding was acknowledged before me this 11th day of January, 2018, by William A. Bracht, who is personally known to me or who has produced Florida drivers license (type of identification) as identification.

NOTARY'S SEAL:



Winston A. Bervis  
NOTARY PUBLIC, STATE OF Florida  
(Name of Acknowledger Typed, Printed or Stamped)

GG074410.  
Commission Number

L:\agr\dev-srvc\letter of understanding

Artist (WAB) acknowledges receipt of a copy of this page, which is Page 2 of 2

Exhibit 1: "Royal Poinciana"

Location: North Palm Aire Dr. Gate 2 & 3 Powerline  
Rd. (Big Box)



EXHIBIT 1: "Korai Poinaia"

Location: North Hill, N.Y. (State & 3 families)  
Date: 1918



## LETTER OF UNDERSTANDING FOR ARTWORK TO THE CITY OF POMPANO BEACH

Pursuant to A Call To Artists for Round 2 of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on July 18, 2017, I, William A. Bracht, 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 October 19, 2017.

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Artist WAB 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: William A. Bracht  
Signature of Artist

William A. Bracht  
Print Name of Artist

Address: 6418 N.W. 28<sup>TH</sup> Street  
Margate, Florida 33063

Phone #: 954-973-6183

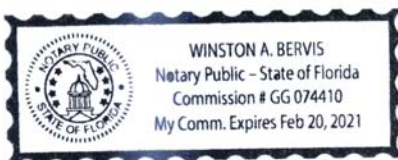
Email: williambracht@gmail.com

STATE OF Florida

COUNTY OF Broward

The foregoing Letter of Understanding was acknowledged before me this 11<sup>th</sup> day of January, 2018, by William A. Bracht, who is personally known to me or who has produced Florida drivers license (type of identification) as identification.

NOTARY'S SEAL:



Winston A. Bervis  
NOTARY PUBLIC, STATE OF Florida

Winston A. Bervis  
(Name of Acknowledger Typed, Printed or Stamped)

66074410  
Commission Number

L:agr/dev-srvcl/letter of understanding

Artist (WAB) acknowledges receipt of a copy of this page, which is Page 2 of 2



Exhibit 1: "Nature's  
Majesty"

Location: North Palm Aire  
Dr. Gate 2 & Bouverine  
Rd. (Little box)

37 11/18 1000  
11 10/18 8 1000000  
1000000 : 11 10/18 1000000  
1000000 : 11 10/18 1000000  
1000000 : 11 10/18 1000000