#### **RESOLUTION NO. 2020-**<u>180</u>

#### 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 THREE 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 Cheryl Baudoin; William Friedman; Anne Marie Brown; Barbara Allen; Debra Collins; Vina Domingo; Dwight Hoffman; Mary Ruden; Elisabeth Sullivan; Kathie Kerler; Helier Batista; Everett Spruill; Robert Ferraro; Karen Harrington; Linda Fitzgerald; Anne Marie Brown; Adorable Monique Olsen; Beth Warmath; Gregory Dirr; Benjamin Kory Russell and Pamela Trow, copies of which are attached hereto and incorporated by reference as if set forth in full, are hereby approved for acceptance.

**<u>SECTION 2:</u>** This Resolution shall become effective upon passage.

PASSED AND ADOPTED this	<u>26th</u> day of	May	, 2020.
	Docusigned by: Rep Hardin		
	SO2CB780EB3F480 REX HA	ARDIN, MAYOR	
ATTEST: DocuSigned by: Isulta Hammond 776D4200316A490 ASCELETA HAMMOND, CITY CLE	RK	AND THE ACTUAL OF A DECIMAL OF	
FP/jmz 2/27/20 2020-151f	:		



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

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

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

- 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.

Callsn Signature of Artist By:

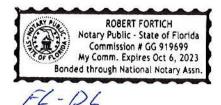
Adauble Monique User Print Name of Artist

Address: 2451 Poinciana Dr Naples Floride 34105 Phone #: (239) 200 -0361 Email: ort. odorablemonique@gmail.com

STATE OF FLORIDA COUNTY OF COLLIGA

The foregoing instrument was acknowledged before me, by means of  $\square$  physical presence or  $\square$  online notarization, this 10 day of MARCH, 2020, by ADOSABLE M. OLSER as Artist, who is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist ( $\checkmark$ ) acknowledges receipt of a copy of this page, which is Page 2 of 2

#### Location: A1A & TERRA MAR DRIVE





Pursuant to A Call To Artists for Round  $\underline{3}$  of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on August 21, 2019, <u>Adorable Monigre Usen</u> submitted the design attached hereto and made a part hereof as Exhibit 1 (the "Artwork") which the City's Public Art Committee recommended be approved for participation in the Project on February 20, 2020.

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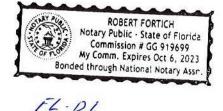
Signature of Artist By: Adorable Movique Olsen Print Name of Artist Address: <u>2451 Poinciana</u> Dr <u>Naples Florida</u> 34105 Phone #: <u>(239) 200 - 0361</u> Email: <u>art. Odorable nonigua@gmail.com</u>

STATE OF FLORIDA COUNTY OF Collie

The foregoing instrument was acknowledged before me, by means of  $\boxtimes$  physical presence or  $\square$  online notarization, this <u>/</u> $\square$  day of <u>MARCH</u>, 2020, by <u>ADOCHBLE M. OLSER</u> as Artist, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

Location: SW 3rd St. & SW 23rd Ave.





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

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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: Signature of Artist Adorable Monique Olser Print Name of Artist Address: 2451 Poinciana Dr Naples Florida 34105 Phone #: (239) 200 - 0361 Email: 2rt. adurable monique @gmuil. com

STATE OF Florenda

The foregoing instrument was acknowledged before me, by means of physical presence or  $\Box$  online notarization, this <u>10</u> day of <u>MARC (F</u>, 2020, by <u>ADORABLE M-OLSCA</u> as Artist, who is personally known to me.

NOTARY'S SEAL:

ROBERT FORTICH Notary Public - State of Florida Commission # GG 919699 My Comm. Expires Oct 6, 2023 Bonded through National Notary Assn.

FI-DL

18Th

NOTARY PUBLIC, STATE OF FLORIDA

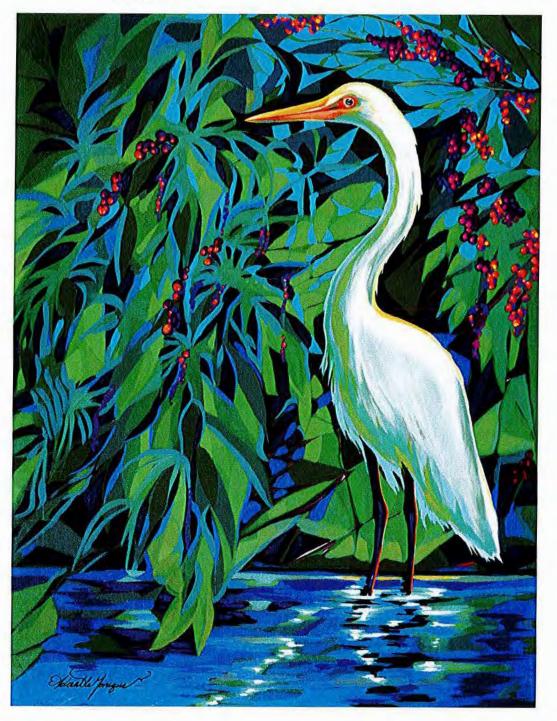
(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist ( $\checkmark$ ) acknowledges receipt of a copy of this page, which is Page 2 of 2

#### Location: ATLANTIC BOULEVARD & I-95 NB OFF RAMP (SR 9)





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

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Artist  $(\cancel{43})$  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.
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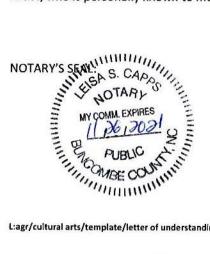
I represent that I have carefully read and understand the entire contents of this Letter of Understanding, that I have the authority to sign this document, and that I have signed on my own free will.

By: Une Marie Stor Signature of Artist

Anne Marie Brown Print Name of Artist Address: 52 Mannah Drive Asheville NC 28804 Phone #: <u>954-588-3440</u> Email: <u>embttoPhotmail.com</u> STATE OF North Caroling COUNTY OF BUILCOMBE

COUNTY OF

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6 day of March , 2020, by Anne Mane Brown as Artist, who is personally known to mer



NOTARY PUBLIC, STATE OF FLORIDA NO 141

Leisa S Capp S (Name of Acknowledger Typed, Printed or Stamped)

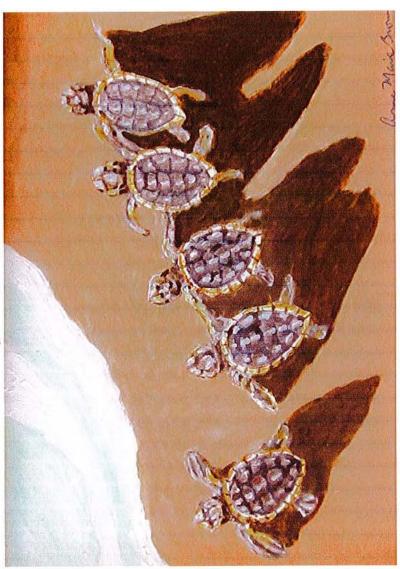
20011210003

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

LOCATON: Dixie Huy. & NWIDINSt. Exhibit: BOX#: (Rug BOX) 1397



1.



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

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Artist (42) 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.
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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: \_\_\_\_\_\_\_ Signature of Artist

Anne Murie Brown Print Name of Artist Address: 52 Hunnah Drive Asheville NC 28804 

STATE OF NOrth COUNTY OF

The foregoing instrument was acknowledged before me, by means of □-physical presence or □ online notarization, this 6 day of Merch, 2020, by Anne Marie Brown as Artist, who is personally known to me.



NOTARY PUBLIC, STATE OF FLORIDA NOrth Caroling

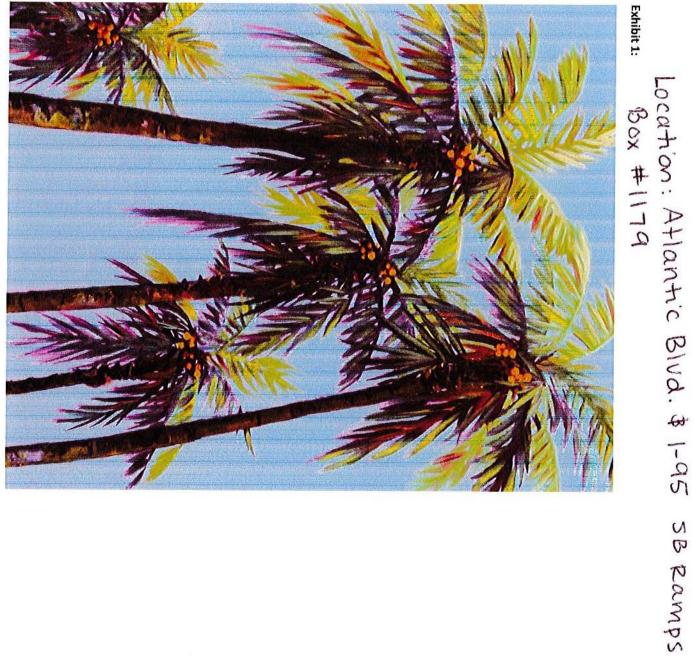
(Name of Acknowledger Typed, Printed or Stamped)

2001/210003

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist ( $\underline{ND}$ ) acknowledges receipt of a copy of this page, which is Page 2 of 2





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

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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: Signature of Artist

Signature of Artist

Barbara Allen

Print Name of Artist

Address: 303 N Riverside Drive #804

Pompano Beach, FL 33062

Phone #: (954) 501-5054

Email: <u>barbaraallenphotography@live.com</u>

STATE OF Florida

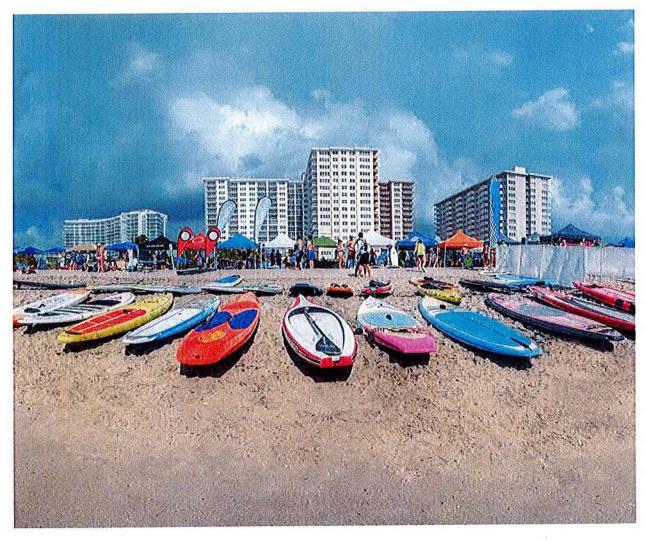
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_ 2020, by Barbara A Allen\_ as Artist, who is personally known to me. Provided Florida Driver Usinge

NOTARY PUBLIC, STATE OF FLORIDA NOTARY'S SEAL: ANTHING AND (Name of Acknowledger Typed, Printed or Stamped) Comm. Expire January 10, 2021 GG 361801 GG 361804 **Commission Numbe** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

## Location: 700 Briny Ave





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

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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 Funderstand 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 aforesatil 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.

Signature of Artist Barbara Allen **Print Name of Artist** 303 N Riverside Drive #804 Address: Pompano Beach, FL 33062 (954) 501-5054 Phone #: Email: barbaraallenphotography@live.com STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_ Adaption \_\_\_\_\_\_, 2020, by Brandon At Allen \_\_\_\_\_ as Artist, who is personally known to me: Provided Florida Driver Greense.



L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist  $(\underline{A})$  acknowledges receipt of a copy of this page, which is Page 2 of 2

#### Location: North Pompano Beach Blvd.





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

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

- 1. I warrant that as the creator and owner of the ARTWORK, I possess all copyrights and custody of the original work and therefore have not copied, reproduced in any way, or otherwise infringed upon anyone else's intellectual property rights.
- 2. I consent to incorporation of the ARTWORK onto the City's traffic boxes so that it can be viewed by the public and hereby waive any rights in the ARTWORK granted by 17 U.S.C. Section 106 (A)(a), Visual Arts Rights Act of 1990. I also understand and agree that said integration and use of the ARTWORK may subject it to future removal or other modification.
- 3. I understand and agree that although I am granting the City one time reproduction rights of the Artwork, the City may display, public, reproduce, tag and duplicate said ARTWORK for any purpose in any media which serves the City's interest. In addition, since the City is subject to the "Public Records Law" embodied in Chapter 119 of the Florida Statutes, I understand that the Artwork will become a public record and that the City may also be required to duplicate it if the City is required to comply with a public records request relating to the Artwork.

 I agree to communicate and dooperate with taune Atria, the City's Public Art Coordinator, who the City has designated to serve as its representative for the Project and who can be reached via phone (954-545-7800 ext: 3813) or email (Laura Atria@copbfi.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 where 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 Funderstand 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 aforesait 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.

Signature of Artist

Barbara Allen

Print Name of Artist

303 N Riverside Drive #804 Address:

Pompano Beach, FL 33062

(954) 501-5054 Phone #:

NOTARY'S SEAL:

Email: barbaraallenphotography@live.com

Florida STATE OF COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or ponline , 2020, by Barbara A Allen as notarization, this March day of Artist, who is personally known to me-Provided Florida Driver license

NOTARY PUBLIC, STATE OF FLORIDA

Comm. Expire January 10, 2021

(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

### Location: South Pompano Beach Blvd.





Pursuant to A Call To Artists for Round  $\underline{3}$  of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on August 21, 2019, <u>Senjamin</u> <u>Korg</u> <u>Reself</u> submitted the design attached hereto and made a part hereof as Exhibit 1 (the "Artwork") which the City's Public Art Committee recommended be approved for participation in the Project on February 20, 2020.

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

- 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.
- 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.
- I agree to communicate and cooperate with Laura Atria, the City's Public Art Coordinator, who the City has designated to serve as its representative for the Project and who can be reached via phone (954-545-7800 ext. 3813) or email (Laura.Atria@copbfl.com).
- 5. I agree to submit the Artwork in digital format to City and that the image must be a minimum of 360 DPI at full scale. However, if the Artwork does not maintain acceptable quality when digitally enhanced, I understand it may be necessary to template the image and agree to timely cooperate with the City's Public Art Coordinator so that any image quality issues are resolved within 30 days from the City's issuance of written notice of the problem. If the image quality issues are not resolved within the foregoing 30 day period, then I understand and agree the City has the right to reject the Artwork and be released from any obligation to compensate me as provided in the following paragraph. I agree to accept Two Hundred Dollars (\$200.00) from City for provision of the Artwork, however, I understand and agree that the Artwork shall not be deemed complete and the aforesaid compensation shall not be due until after the Artwork is templated onto the utility box to the City's satisfaction.

Artist ( 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: The an Kessel Benjamin Kory Russell Print Name of Artist Address: 2000 Vine St. ChaHanooga TN 37404 Phone #: 770 - 855-3304 Email: Kory russellart @gmail. com STATE OF COUNTY OF The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this 26 day of 43 and 64 as 2020, by 45 Benjamin Kory Resell as Artist, who is personally known to me. ANDE NOTARY'S SEALS STATE OF ped, Printed or Stamped) ENNESSEE NOTARY PUBLIC OF HA' Commission Numbe Lagr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist (

#### Location: NW 6th Ave. & NW 16th St.





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

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

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

Artist (\_\_\_\_\_) acknowledges receipt of a copy of this page, which is Page 1 of 2

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.

I hereby agree to release, indemn fy, and hold harmless the City, its elected officers, a warn see and employees, from sey and all liability, including, but not limited to, clausts which arise in a misrepresentation or omission herem, negligence, copyright or statutory violations, or for any loss or damage that otherwise arises from my participation in the Project.

 I understand and agree that any controversies or legal problems arising as a result of roy switcipation in the Project and any action involving the enforcement or interpretative of any rights hereigder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circles of Beye and County, Florida, and shall be governed by the laws of the State of Florida.

I represent that I have carefully read and understand the other goot this Letter of Understanding, an my own free will. that I have the authority to sign this document, we that ne SI

By:

Signature of Artist

Print Name of Artist

Beth Warmath

Address: 1024 Nokomis St.

Clearwater, Floride 33735

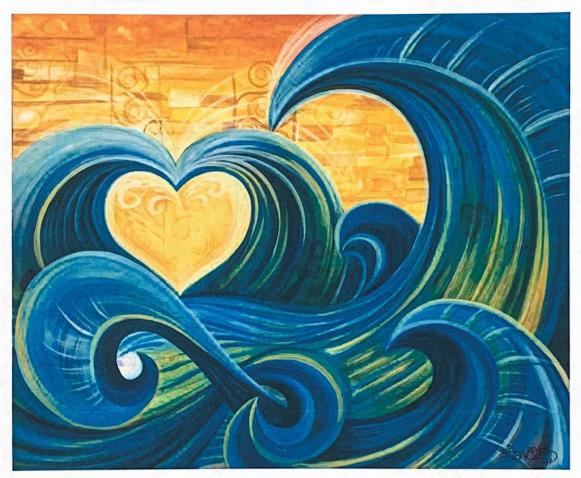
Phone # 727-462-2840

Warmath Walls a gmail com

STATEOF\_FloRida

inellas COUNTY OF The foregoing instrument was acknowledged before me, by means of o physical presence or o caline notarization, this 18 day of March 2020, by Beth Ellen Warmathas Artist, who is personally known to me. JOL 00 NOTARY'S SEAL: NOTARY PUBLIC STATE OF FLORIDA (Name of Acknowledger Typed, Printed or SHANNON JARNAGIN COMMISSION # GG 209585 Stamped) EXPIRES: June 29, 2022 nded Thru Notary Public Underwrit Commission Number as reasonable of the space i for stilly wrap box project Lagritusiourel al

Location: Andrews Ave. & NW 16th Ave.





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

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

- 1. I warrant that as the creator and owner of the ARTWORK, I possess all copyrights and custody of the original work and therefore have not copied, reproduced in any way, or otherwise infringed upon anyone else's intellectual property rights.
- 2. I consent to incorporation of the ARTWORK onto the City's traffic boxes so that it can be viewed by the public and hereby waive any rights in the ARTWORK granted by 17 U.S.C. Section 106 (A)(a), Visual Arts Rights Act of 1990. I also understand and agree that said integration and use of the ARTWORK may subject it to future removal or other modification.
- 3. I understand and agree that although I am granting the City one time reproduction rights of the Artwork, the City may display, public, reproduce, tag and duplicate said ARTWORK for any purpose in any media which serves the City's interest. In addition, since the City is subject to the "Public Records Law" embodied in Chapter 119 of the Florida Statutes, I understand that the Artwork will become a public record and that the City may also be required to duplicate it if the City is required to comply with a public records request relating to the Artwork.
- 4. I agree to communicate and cooperate with Laura Atria, the City's Public Art Coordinator, who the City has designated to serve as its representative for the Project and who can be reached via phone (954-54S-7800 ext. 3813) or email (Laura.Atria@copbfl.com).
- 5. I agree to submit the Artwork in digital format to City and that the image must be a minimum of 360 DPI at full scale. However, if the Artwork does not maintain acceptable quality when digitally enhanced, I understand it may be necessary to template the image and agree to timely cooperate with the City's Public Art Coordinator so that any image quality issues are resolved within 30 days from the City's issuance of written notice of the problem. If the image quality issues are not resolved within the foregoing 30 day period, then I understand and agree the City has the right to reject the Artwork and be released from any obligation to compensate me as provided in the following paragraph. I agree to accept Two Hundred Dollars (\$200.00) from City for provision of the Artwork, however, I understand and agree that the Artwork shall not be deemed complete and the aforesaid compensation shall not be due until after the Artwork is templated onto the utility box to the City's satisfaction.

Artist  $(\underline{f})$  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.

ignature of Artist Address: 59 813-973-485 Phone #: Email: STATE OF COUNTYOF The foregoing instrument was acknowledged before me, by means of p physical presence or a online notarization, this \_\_\_\_\_ day of 2020, by as Artist, who is personally known to me presented NOTARY'S SEAL: NOTARY Comm. Exola tober 15, 2023 cknowledger Typed, Printed or Stamped) **Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

## Location: Andrews Ave. & NW 33<sup>rd</sup> St.

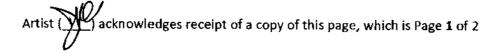




Pursuant to A Call To Artists for Round <u>3</u> of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on August 21, 2019, <u>Debra A. Krodman Collins</u> submitted the design attached hereto and made a part hereof as Exhibit 1 (the "Artwork") which the City's Public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

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

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



- 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.

Signature of Artist Debra A Krodman Collins Address: 8402 NW 54th Street Coral Springs, FL 33067 Phone #: 954.319.5684 debalayne, @ gmail.com Email: STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_ Add of \_\_\_\_\_\_ 2020, by \_\_\_\_\_\_ 2020, by \_\_\_\_\_\_ Add of \_\_\_\_\_\_ as Artist, who is personally known to me.

NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
NOTARY'S SEAL: AMALIA DAHARI Notary Public, State of Florida Notary Public, State of Florida Commission# GG 267983 Commission# GG 267983 Ny conim. expires Oct. 16, 2022	(Name of Acknowledger Typed, Printed or Stamped)
	S <del></del>

Commission Number

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

### Location: NE 14th St. (SR 844) & NE 23rd Ave.

Box # 1373





Pursuant to A Call To Artists for Round <u>3</u> of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on August 21, 2019,  $D(\mathcal{M}) \subseteq \mathcal{H} \cap \mathcal{H}$ 

- 1. I warrant that as the creator and owner of the ARTWORK, I possess all copyrights and custody of the original work and therefore have not copied, reproduced in any way, or otherwise infringed upon anyone else's intellectual property rights.
- 2. I consent to incorporation of the ARTWORK onto the City's traffic boxes so that it can be viewed by the public and hereby waive any rights in the ARTWORK granted by 17 U.S.C. Section 106 (A)(a), Visual Arts Rights Act of 1990. I also understand and agree that said integration and use of the ARTWORK may subject it to future removal or other modification.
- 3. I understand and agree that although I am granting the City one time reproduction rights of the Artwork, the City may display, public, reproduce, tag and duplicate said ARTWORK for any purpose in any media which serves the City's interest. In addition, since the City is subject to the "Public Records Law" embodied in Chapter 119 of the Florida Statutes, I understand that the Artwork will become a public record and that the City may also be required to duplicate it if the City is required to comply with a public records request relating to the Artwork.
- 4. I agree to communicate and cooperate with Laura Atria, the City's Public Art Coordinator, who the City has designated to serve as its representative for the Project and who can be reached via phone (954-545-7800 ext. 3813) or email (Laura Atria@copbfl.com).
- 5. Lagree 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.

Signature of Artist Address: H, FLA 33060 Phone #: ell.sa) Email: STATE OF 7 COUNTY OF

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_ March\_\_\_\_\_ 2020, by \_\_\_\_\_\_ Wight Haffman\_\_\_\_\_ as Artist, who is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:

(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Natasha Telsaint

Commission # GG 86252 mission Expires 03-22-202 ded Through - Cynanotary Florida - Notary Public

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

### Location: Copans Rd. & Blount Rd.

Box # 1409





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

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

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

Artist ( $2^{\circ}$ ) 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.

Dishing Sulling Signature of Artist

Elisabeth Sullivan Print Name of Artist Address: PO BOX 235506 Encinitas, CA 92023

Phone #: 520-440-5436 Email: clisabethsullivantine autragmail.com

STATE OF California

The foregoing instrument was acknowledged before me, by means of  $\mathcal{D}$  physical presence or  $\Box$  online notarization, this <u>Sth</u> day of <u>March</u>, 2020, by <u>Elisabeth Sullivan</u> as Artist, who is personally known to me.

NOTARY'S SEAL:



Matther Gomez Mittle Com NOTARY PUBLIC, STATE OF ELORIDA Cali Funin

Cali formin

Matther Gomes Minth In

(Name of Acknowledger Typed, Printed or Stamped)

2276833

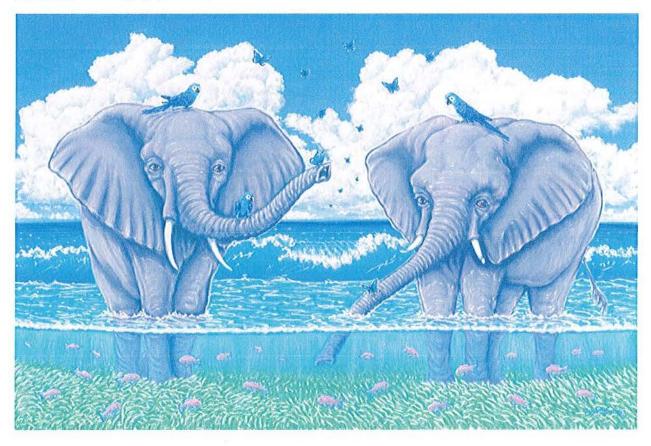
**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

Location: Sample Rd. & Fed. Hwy. Box # 4







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

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

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

Artist ( $\underline{\mathscr{CS}}$ ) 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.

By: <u>USIDIM Sullun</u> Signature of Artist

Elisabeth Sullivan

Address: PO BOX 235506 Encinitas, CA 92023 Phone #: 520-440-5436 Email: Elisabethsullivantineart@gmail.com

STATE OF California

The foregoing instrument was acknowledged before me, by means of  $\mathcal{N}$  physical presence or  $\Box$  online notarization, this 5 + h day of  $\mathcal{M}_{Acc} h$ , 2020, by  $\mathcal{E}$  is a solution of  $\mathcal{M}_{Acc} h$  as Artist, who is personally known to me.

NOTARY'S SEAL:

MATTHEW GOMEZ Notary Public - California San Diego County Commission # 2276833 y Comm. Expires Feb 7, 2023

Mytther Games Mitthe Ca

NOTARY PUBLIC, STATE OF ELORIDA Cali Arnia

Matthew Gomes Motter Can

(Name of Acknowledger Typed, Printed or Stamped)

2776833

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist (23) acknowledges receipt of a copy of this page, which is Page 2 of 2

Location: Sample Rd. & Fed. Hwy.

Box #1002





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

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

- 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.

By: Clwall Sall Signature of Artist
EVERCTT Spruil Print Name of Artist
Address: <u>1927 V. Ilage Green Road</u> Orlando, <u>FI. 32818</u>
Phone #: 407-754-6133 Email: Evenett-Sprink (@BellSonth, Net
STATE OF HONIGHS COUNTY OF ORZAGE

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this <u>5</u> day of <u>Mancia</u>, 2020, by <u>EVERETT L</u> SPRULL as Artist, who is personally known to me.



NOTARY PUBLIC, STATE OF FLORIDA

1 for him

(Name of Acknowledger Typed, Printed or Stamped)

55158

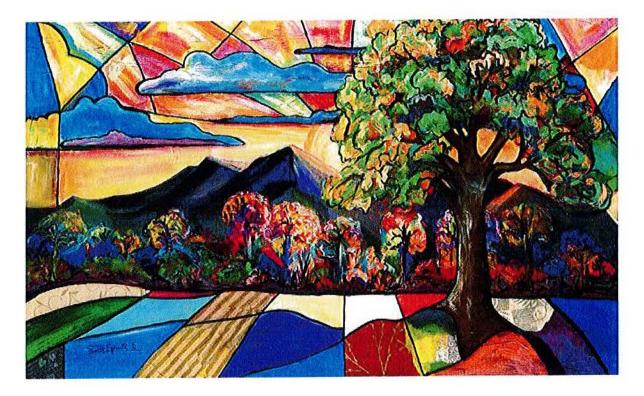
**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project



Location: NW 27th Ave @ Dr MILK Jr Blvd.

#### Box 5





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

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

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

Artist ( $\underline{\mathcal{M}}$ ) 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.

Bv: GREGORY DIRR Print Name of Artist Address: 9528 LANCASTER PLACE FL 33434 BOCA RATON . 561.24 Phone #: Email: STATE OF COUNTY OF

The foregoing instrument was acknowledged before me, by means of & physical presence or D online notarization, this 4/1 day of Myrch 2020, by 6/egoly N. DMC \_\_\_\_as Artist, who is personally known to me.

NOTARY'S SEAL:

JOHN RODRIGUES Notary Public – State of Fiorida Commission # GG 49475 My Comm. Expires Apr 3, 2021 Gor ded through National Natary Asso

STATE OF FLORIDA NOTARY PUBLIC,

(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrep box project

Artist  $(\frac{b}{b})$  acknowledges receipt of a copy of this page, which is Page 2 of 2

Location: Cypress Rd. & SW 6th St.

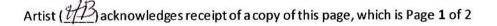
Box # 7005





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

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



- 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.

By: HBaltaff	
Signature of Artist	
Helver Bartsta	
Print Name of Artist	
Address: 4311 Ne 20th	Are
Oallend Pork	33308
Phone #: <u>7863081653</u> Email: <u>helierbatistaQuala</u>	20. 000-1
STATE OF FIURIDA COUNTY OF BYOWARD	-
The foregoing instrument was acknowledg notarization, this <u>04</u> day of <u>March</u>	ed before me, by means of □ physical presence or □ online , 2020, by as
Artist, who is personally known to me.	SKANNIA PIERRE Notary Public - State of Florida Commission # GG 191961 My Comm. Expires Mar 4, 2022
2	Manna Pittle Anter Stamped)

6/219196

Commission Number

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist  $(\underline{1/\overline{13}})$  acknowledges receipt of a copy of this page, which is Page 2 of 2



Location has not been selected at this time.



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

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

- 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.

Ву:	Karen Harrington Signature of Artist
	Karen Harrington Print Name of Artist
Address:	4210 Wildwood Dr.
	Shreveport, LA 71119
Phone #: Email:	318-347-6541 artist karen harringten Egmail, com

STATE OF LOUISIANA COUNTY OF Caddo

The foregoing instrument was acknowledged before me, by means of physical presence or  $\Box$  online notarization, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ Murch\_\_\_\_\_\_, 2020, by \_\_\_\_\_\_ Avera Harrington as Artist, who is personally known to me.

NOTARY'S SEAL:

SAbine NOTARY PUBLIC, STATE OF FLORIDA LOWISIANA

PRISH

(Name of Acknowledger Typed, Printed or Stamped)

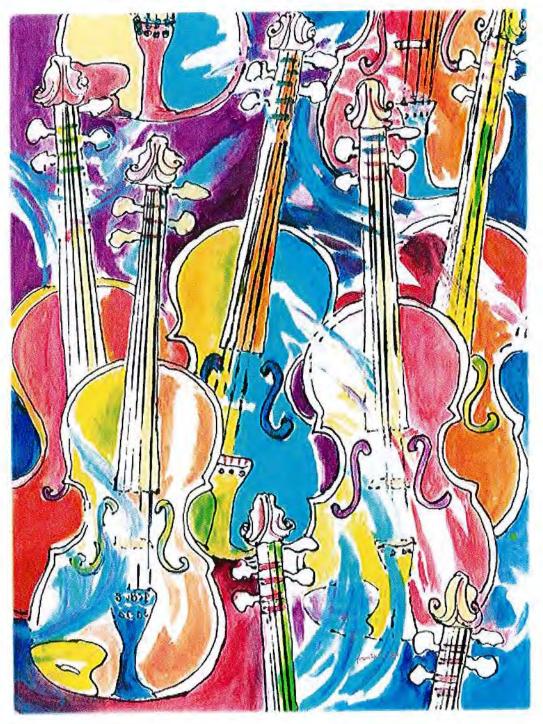
**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

Location: Andrews Ave. & NW 15<sup>th</sup> St.

Box # 1157





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

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

- 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.

Bv: Signature of Artist

Kathie R Kerle

512 5W Ormandy Way Portland, OK 97221 Address: 45/2 Phone #:

242. 1643 A Kathie K. Email:

COUNTY OF Multhoman

OFFICIAL STAMP HALEY A GAMBLE NOTARY PUBLIC - OREGON COMMISSION NO. 956540

COMMISSION EXPIRES NOVEMBER 22, 2020

The foregoing instrument was acknowledged before me, by means of A physical presence or  $\Box$  online notarization, this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 2020, by \_\_\_\_\_\_Kathie R\_\_\_\_\_\_\_ as Artist, who is personally known to me.

PUBLIC, STATE OF FLORIDA Oregon

NOTARY'S SEAL:

(Name of Acknowledger Typed, Printed or Stamped)

956540

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist ( / / Acknowledges receipt of a copy of this page, which is Page 2 of 2

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

Box # 1208





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

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

- 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.

Signature of Arti ida M. Fitzgera Address: 3603 Kung Cont Fort Collins Co 80526 70-237-0150 Phone #: 983 e Smm / an Email: STATE OF lanne COUNTY OF

The foregoing instrument was acknowledged before me, by means of physical presence or ponline notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2020, by \_\_\_\_\_\_\_, 2020, by \_\_\_\_\_\_\_ as Artist, who is personally known to me.

NOTARY STATE OF	PUBLIC COLORADO	NOTARY PUBLIC STATE OF FLORIDA Colorodo
	20134002965 PIRES JAN. 18, 2021	(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Location: S. Ocean Blvd. & SE 12 St.

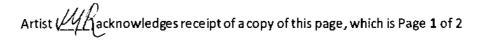
Box # 1372





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

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



- 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.

Signature of Artist By: MARY ANN RUDEN/ Address: \_\_\_\_ 1354 SPRING-VIEW CIR. SEYMOUR, TN 37865 Phone #: \_\_\_\_(865) 579-1162 Email: \_\_\_\_\_ruden\_m@gMail.ocgn STATE OF \_\_\_\_\_ COUNTYOF

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_ March\_\_\_\_\_, 2020, by Mary A.Ruden\_\_\_\_\_as Artist, who is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA TENNOSSEE

(Name of Acknowledger Typed, Printed or Stamped)

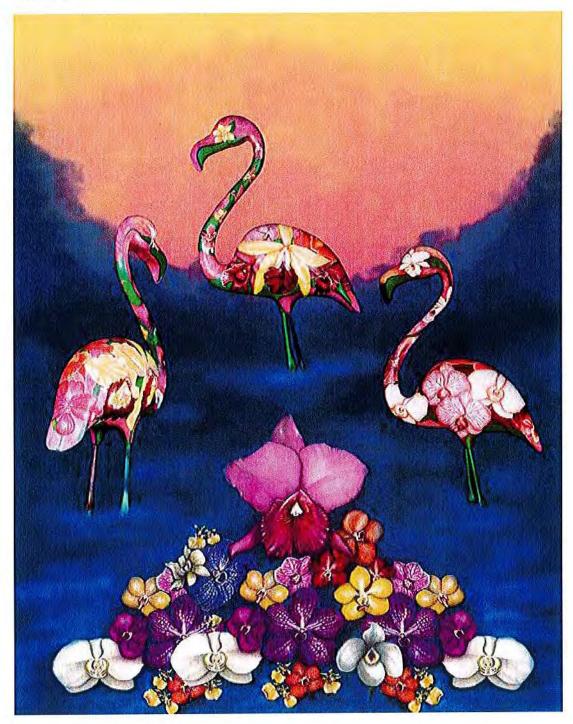
Commission Number expires

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

Location: N. Federal & 29th St.

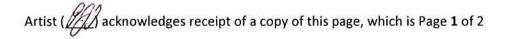
Box 1162





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

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



- 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.

By: Signature of Artist Address: Phone #: Email: STATE OF COUNTY OF

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this  $\_4m$  day of  $\_March$ , 2020, by  $\_Pamela$  Trow as Artist, who is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Alexander erer

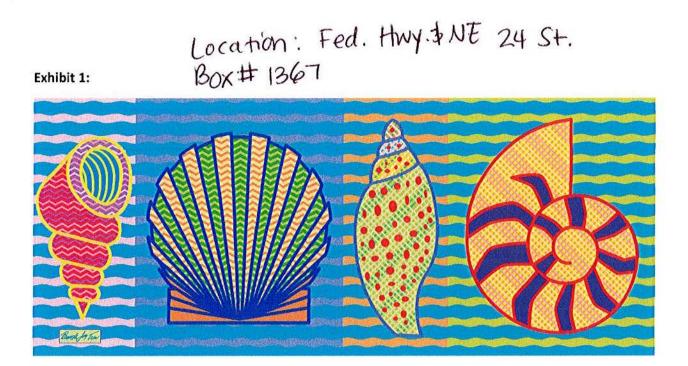
(Name of Acknowledger Typed, Printed or Stamped)

24(5)

Commission Number

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

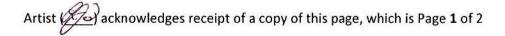


Y



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

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



- 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.

By: Signature of Artist Address: Phone #: Email: STATE OF COUNTY OF

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this  $\_\underline{4^{t}}$  day of  $\_\underline{March}$ , 2020, by  $\_\underline{Pamela}$   $\underline{Ttrow}$  as Artist, who is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

exander Vefez

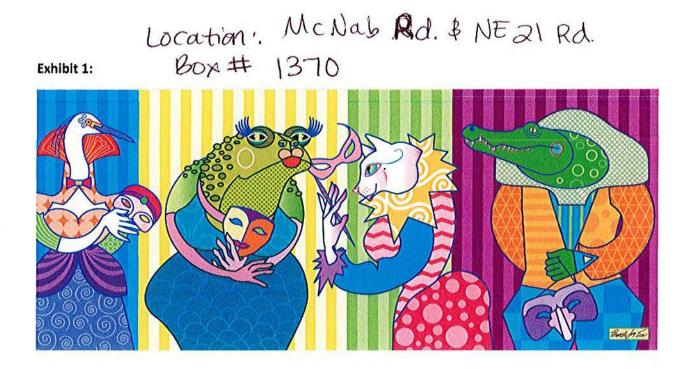
(Name of Acknowledger Typed, Printed or Stamped)

24152

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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





Pursuant to A Call To Artists for Round <u>3</u> of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on August 21, 2019, <u>Panel 21 (2017)</u> submitted the design attached hereto and made a part hereof as Exhibit 1 (the "Artwork") which the City's Public Art Committee recommended be approved for participation in the Project on February 20, 2020.

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

- 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.

By: ignature of Artist 5530 Address: Phone #: Email: STATE OF COUNTY OF

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this  $\underline{4th}$  day of  $\underline{March}$ , 2020, by  $\underline{Damela}$   $\underline{Trow}$  as Artist, who is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

lefe

(Name of Acknowledger Typed, Printed or Stamped)

124152

Commission Number

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist  $(\underline{J}/\underline{I})$  acknowledges receipt of a copy of this page, which is Page 2 of 2





Pursuant to A Call To Artists for Round <u>3</u> of the Utility Box Wrap Project ("Project") issued by the City of Pompano Beach ("City") on August 21, 2019, <u>*Manual July 1100*</u> submitted the design attached hereto and made a part hereof as Exhibit 1 (the "Artwork") which the City's Public Art Committee recommended be approved for participation in the Project on February 20, 2020.

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

- 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.

By: Signature of Artist Print Namé of Address: Phone #: Email:

STATE OF COUNTY OF

NOTARY'S SEAL:

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this  $\underline{4^{++}}$  day of  $\underline{March}$ , 2020, by  $\underline{Pemela TTOW}$  as Artist, who is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

e fee? lexend

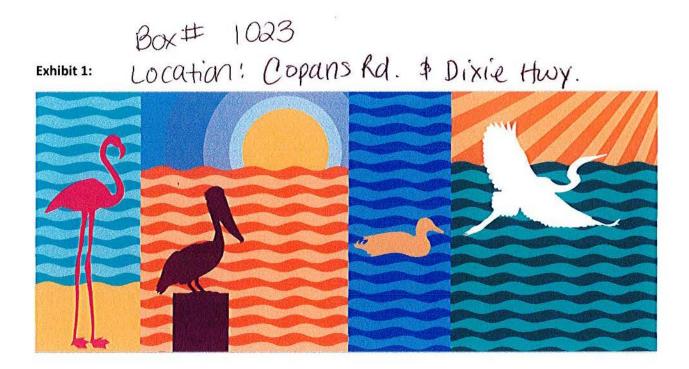
(Name of Acknowledger Typed, Printed or Stamped)

124152

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist (1) acknowledges receipt of a copy of this page, which is Page 2 of 2





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

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

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

Artist  $(\cancel{100})$  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.

By: Signature of Artist Print Name of Artist Address: Phone #: Email: STATE OF COUNTY OF

**NOTARY'S SEAL:** 

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this  $\underline{4}$  day of  $\underline{Merch}$ , 2020, by  $\underline{Permele Trow}$  as Artist, who is personally known to me.

and level

NOTARY PUBLIC, STATE OF FLORIDA

KeFe7

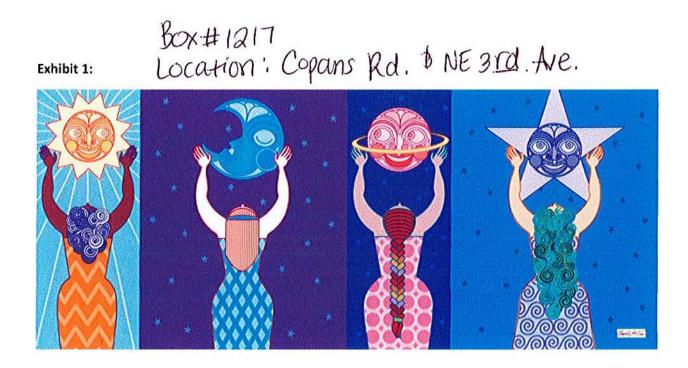
(Name of Acknowledger Typed, Printed or Stamped)

24152

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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





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

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

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

Artist  $( \sqrt{ } )$  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.

By: Robert Ferran				
Signature of Artist				
Robert Ferraro				
Print Name of Artist				
Address: 23 Alotch Hoill R.d.				
North Branford, CT 06471				
Phone #: <u>203-884-4981</u> Email: <u>Ferraro 6@sbcg1.bol.net</u>				

STATE OF FLORIDA COUNTY OF CollieR

SCOTT H. REED

Notary Public - State of Florida Commission # GG 226192 My Comm. Expires Oct 3, 2022 Bonded through National Notary Assn

The foregoing instrument was acknowledged before me, by means of  $\lambda$  physical presence or online notarization, this <u>5<sup>+11</sup></u> day of <u>MARCH</u>, 2020, by <u>Robert FERARO</u> as Artist, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Acknowledger Typed, Printed or Stamped)

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

#### Location: A1A & SE 13th St.





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

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

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

Artist  $(\underline{\mathcal{P}})$  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.

Signature of Artist By: VINA A DOMINGO Print Name of Artist Address: 3176 N BRY SON AVE BOISE, 10 83713 Phone #: 732-2994986 Email: Volomingoroy@gmcuil.com

\_\_\_\_\_ STATE OF IDATO COUNTY OF Ada

The foregoing instrument was acknowledged before me, by means of  $\Delta$  physical presence or  $\Box$  online notarization, this <u>IIT</u> day of <u>March</u>, 2020, by <u>Vina A Domingo</u> as Artist, who is personally known to me.



NOTARY PUBLIC, STATE OF IDAHO

(Name of Acknowledger Typed, Printed or Stamped)

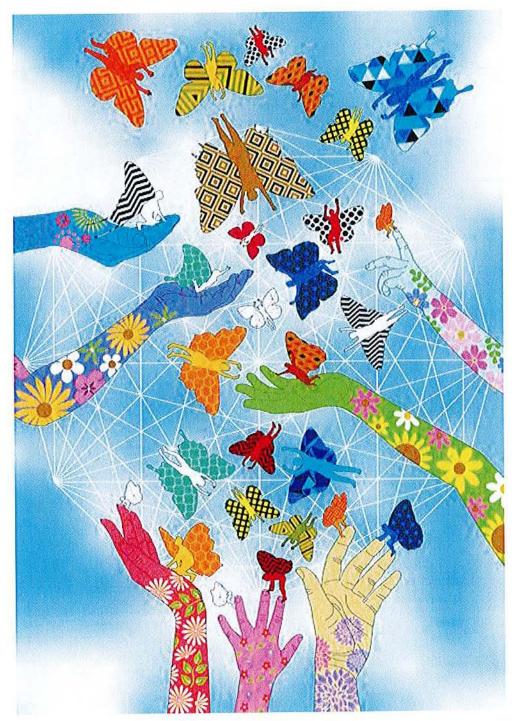
34073

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

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

### Location: Andrews Ave. & NW 15<sup>th</sup> Ave.





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

- 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.

Signature of Artist By:

	VINA A POMINED		
	Print Name of Artist		
Address: _	3176 N BRYSON AVE		
	BOICE, 10 83713		
Phone #: _	e#: 732-2994986		
Email: _	Velomingoroy @gmail.com		

STATE OF	IDAHO	
COUNTY OF	Ada	

The foregoing instrument was acknowledged before me, by means of b physical presence or  $\Box$  online notarization, this <u>11</u> day of <u>March</u>, 2020, by <u>Vina A Domingo</u> as Artist, who is personally known to me.



NOTARY PUBLIC, STATE OF IDAHO

Pintler

(Name of Acknowledger Typed, Printed or Stamped)

3407

Commission Number

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

### Location: NW 6th Ave. & NW 15th St.





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

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

- 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.

Signature of Artist Bv: WILLIAM S FRIEDMAN Print Name of Artist Address: 505 63 PD AVEN #12 MYRTLE BEACH, SC Phone #: 312-316-7453 Phone #: 312- 510- (1)-5 Email: butfriedmanle GMAIL. COM

STATE OF <u>SDUTH</u> CAROLINA COUNTY OF HORRY

The foregoing instrument was acknowledged before me, by means of  $\checkmark$  physical presence or online notarization, this  $\underline{\mu}^{\mu}$  day of  $\underline{March}$ , 2020, by with a 3 free man as Artist, who is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA South Carolina

Robian Samuels.

(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number** 

L:agr/cultural arts/template/letter of understanding for round 3 for utility wrap box project

Artist ( $\cancel{}$ ) acknowledges receipt of a copy of this page, which is Page 2 of 2

Location: (small Box) Dixie Hwy. & NW 10th St.



