

RESOLUTION OF THE COUNCIL OF THE CITY OF LOMPOC
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF: AUTHORIZING THE CITY
ADMINISTRATOR TO EXECUTE SITE AND ARTIST
AGREEMENTS FOR THE LOMPOC MURAL PROJECT

No. 3887(89)

I, Maureen Bosking, City Clerk of the City of Lompoc, County of Santa Barbara, State of California, do hereby certify that the following resolution, proposed by Councilmember Christa V. Marks, seconded by Councilmember Ed Diaz, was duly passed and adopted by the Council of the City of Lompoc at a regular meeting thereof assembled this 3rd day of October, 1989, by the following vote, to-wit:

AYES: Councilmembers: Ed Diaz, Christa V. Marks, J. D. Smith, Mayor Marvin D. Loney.

NOES: Councilmembers: None.

ABSENT: Councilmembers: None.

(Seal)

Maureen Bosking
Maureen Bosking, City Clerk, City of Lompoc

WHEREAS, the City has developed a Mural Project, the purpose of which is to display the history and culture of the community in a series of murals on buildings in the City of Lompoc; and

WHEREAS, most of these murals will be placed on private property, and therefore a written agreement formalizing the rights, duties and responsibilities of the City and the property owner in relation to the mural is necessary; and

WHEREAS, the murals will be executed by professional artists, and a written agreement governing the relationship between the City and the artists will be required; and

WHEREAS, it is desirable and efficient to authorize the City Administrator to execute such Site Agreements and Artist Agreements on behalf of the City, so long as they are in substantial conformance to an approved format, and provided that the sites are part of the scope of the project, as approved by the City Council;

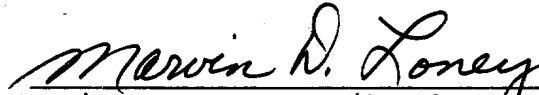
NOW, THEREFORE, the City Council of the City of Lompoc resolves as follows:

Section 1. The City Administrator is hereby authorized to execute Site and Artist Agreements for the Mural Project when said Agreements are in substantial conformance to the structure and format of the attached Agreements marked Exhibits "A" and "B". The authority contained herein is limited to sites that are within the scope of the Mural Project, as previously approved by City Council action.

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Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of October, 19 89.



Marvin Loney, Mayor, City of Lompoc

ATTEST:



Maureen Bosking, City Clerk, City of Lompoc

When recorded, return to:

City of Lompoc
100 Civic Center Plaza
P.O. Box 8001
Lompoc, Ca 93438-8001

(For Use of Recorder Only)

MURAL SITE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 19____, by and between the City of Lompoc, a political subdivision of the State of California (hereinafter referred to as "City") and _____, as the owner of property located at _____, in the City of Lompoc (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, the City has developed a Mural Project, the purpose of which is to display the history and culture of the community in a series of murals on buildings in the City of Lompoc; and

WHEREAS, the Owner recognizes that the purpose of the project, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and Owner, and therefore desires to have a mural painted on the side of his building; and

WHEREAS, the nature of the Mural Project is such that it is necessary and desirable to enter into an agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Owner hereby agrees to allow the City of Lompoc to have a mural painted on the _____ wall of _____ located at _____, in the City of Lompoc. The dimensions of the mural shall be approximately _____. The mural shall be allowed to remain on the site wall for a period of ten years and this Agreement shall be automatically extended for successive ten year periods unless notice to terminate is given by owner not less than sixty days prior to the

end of a period. If, for unforeseen circumstances the mural site is to be destroyed or otherwise altered in a manner that will effect the mural before the end of the ten year period, the City is to be given at least 30 days notice of the aforementioned circumstances, so that appropriate action to preserve the mural can be taken. It is further understood that this Agreement shall be recorded, so as to put subsequent purchasers of the property on notice of the rights, duties and obligations contained herein.

2. The City agrees that it shall provide for the execution of the mural artwork, and be responsible for any and all costs associated therewith, including payment of fees to the artist, and any necessary scaffolding, paint, and equipment necessary for the project. In addition, the City shall be responsible for providing all materials necessary for the maintenance and/or removal or restoration of the mural during the term of this Agreement and Owner agrees to provide the City with access to the site for such work. The mural shall, at all times, be properly maintained and its condition shall not be allowed to deteriorate.
3. It is understood between the parties that the City will endeavor to provide that the mural will be applied using current, state of the art technology, so that to the extent practicable it will be removable from the site, if such removal becomes necessary.
4. The Owner understands and agrees that the placement of the copyrighted artwork (mural) on the site, in no way entitles the Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except under conditions in which the artwork has been released by both the City and the artist.
5. Any contract provisions requiring the artist to provide the City with liability insurance to cover any occurrences relating to the preparation, painting, or maintenance of the mural shall provide that the Owner is named as an additional insured.
6. The Owner agrees that any refurbishment, repairs, maintenance or "touch-up" of the mural shall be undertaken only with the approval and under the supervision of the City or its designated representative.
7. The subject matter for the mural and the selection of the artist shall be the sole responsibility of a Mural Project Artistic Committee. Composition of the Mural Project Artistic Committee shall be at the discretion of

the City, provided however, that the Owner or his or her representative shall be a voting member of said Committee for purposes of any decisions relating to the mural on his site.

8. In the event of any litigation to enforce, or construe the terms of this Agreement, the prevailing party herein shall be entitled to recover reasonable attorney fees and costs.
9. The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Agreement.
10. Any notices required pursuant to this Agreement shall be served at the following addresses:

City

Owner

City of Lompoc
100 Civic Center Plaza
P.O. Box 8001
Lompoc, Ca 93438-8001

11. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto.

In witness whereof, the City and Owner have executed this Agreement on the day and year first hereinabove set forth.

City of Lompoc

Owner

Marvin Loney, Mayor

Approved as to Form:

Attest:

David H. Hirsch, City Attorney

Maureen Bosking, City Clerk

AGREEMENT FOR COMMISSION
OF MURAL ART WORK

This Agreement, entered into this _____ day of _____, 1989, by and between the City of Lompoc (the "City"), and _____ (the "Artist") residing at _____.

WHEREAS, the City is implementing a Mural Project, the purpose of which is to display the history and culture of the community in a series of murals on buildings in the City of Lompoc; and

WHEREAS, funds have been allocated for the selection, purchase and placement of a mural on the building located at _____ in the City of Lompoc; and

WHEREAS, the Artist has been selected to design, execute, fabricate and install the mural; and

WHEREAS, both parties wish to promote and maintain the integrity of the Artist's ideas as represented by the mural;

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF SERVICES

1.1 Scope of Work.

Pursuant to the terms and conditions of this Agreement, the Artist is hereby retained to perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of a mural (hereinafter also referred to as "the Work") which is generally described as follows:

A mural depicting _____
to be located on the _____ side of the building located at _____, in the City of Lompoc, California. The size of the mural shall be _____ by _____, and shall be executed in such a manner as to be in substantial conformity with the Proposal submitted to the Artistic Criteria Subcommittee of the Lompoc Mural Project on _____, 19____, and accepted and approved by them on _____, 19____. A copy of the approved submittal is on file in the Community Development Department of the City of Lompoc.

1.2 Execution of the Work.

a. Within thirty (30) days of executing this Agreement the Artist shall furnish to the City a tentative schedule for completion of the Work, including a schedule for the submission of progress reports, if any. After written approval of the schedule by the City, the Artist shall execute the Work in accordance with such schedule. Such schedule may be amended by written agreement between the City and the Artist.

b. The City shall have the right to review the Work at reasonable times during the execution thereof. The Artist shall submit to the City progress reports in accordance with the schedule provided for in Section 1.2a.

c. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material or texture of the Work not permitted by or not in substantial conformity with the Proposal. A significant change is any change in the scope, design, color, size, material, texture or location on the Site of the Work which affects installation, scheduling, site preparation or maintenance for the Work or the concept of the Work as presented in the Proposal.

1.3 Post-Installation.

a. Within thirty (30) days after the completion of the Work, the Artist shall furnish the City with the following photographs of the Work as fully executed:

- (1) two sets of three 35mm color slides of the completed Work, one taken from each of three different viewpoints.
- (2) two sets of three different 8" x 10" glossy black and white prints of the Work(s), and the negatives thereof.

b. Notwithstanding any copyright provisions of this Agreement, the City shall have the right to duplicate and distribute for any non-commercial purpose, the documentation supplied by the Artist under this Agreement.

c. At the City's expense, the Artist shall be available at such time or times as may be agreed between the City and the Artist to attend any inauguration or dedication ceremonies relating to the transfer of the Work to the City. The City shall use its best efforts to arrange for publicity for the completed Work in such art publications and otherwise as may

be determined between the City and the Artist as soon as practicable following completion.

d. Upon completion of the Work, the Artist shall provide the City with written instructions for appropriate maintenance and preservation of the Work.

1.4 Final Acceptance.

a. The Artist shall advise the City in writing when all services required prior to those described in Section 1.3(c) have been completed in substantial conformity with the Proposal.

b. The City shall notify the Artist in writing of its final acceptance, or non-acceptance, of the Work.

c. Final acceptance shall be effective as of the earlier to occur of (1) the date of the City's notification of final acceptance or (2) the 45th day after the Artist has sent written notice to the City required under Section 1.4(a) unless the City, upon receipt of such notice and prior to the expiration of the 45 day period, gives the Artist written notice specifying and describing the services which have not been completed.

1.5 Risk of Loss.

The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance; except that the risk of loss or damage shall be borne by the City prior to final acceptance during such periods of time as the partially or wholly completed Work is in the custody, control or supervision of the City or its agents for the purposes of transporting, storing, installing, or performing any other ancillary services to the work.

1.6 Indemnity.

a. Prior to final acceptance of the Work, and after such acceptance at any and all times the Artist is actively working at the site (e.g. while doing repair work or work related to removal of the mural) the Artist shall indemnify, defend and hold the City, its officers and employees harmless against any and all claims, losses, liabilities and judgments arising out of or caused by the acts or omissions of the Artist in connection with the performance of this Agreement.

b. Except as otherwise provided in subsection 1.6(a), above, upon final acceptance of the Work, the City shall, to the extent permitted by law, indemnify, defend and hold

harmless the Artist against any and all claims, losses, liabilities, and judgments then existing or arising thereafter in connection with the Work, the Site, the Project or this Agreement, except claims by the City against the Artist and claims which may occur as a result of the Artist's breach of the warranties provided in Article 4.

1.7 Title.

Title to the Work shall pass to the City upon final acceptance.

1.8 Ownership of Documents, Models.

Except as may otherwise be provided in the Request for Proposal, upon final acceptance, all studies, drawings, designs, maquettes, and models prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist. The City may select and the Artist shall convey to the City one of the original drawings submitted as part of the Proposal, the City representing that such drawing will be used by it solely for exhibition and held by it in permanent safekeeping.

ARTICLE 2. COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee.

The City shall pay the Artist a fixed fee of \$ _____, which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non-refundable payment for all services and materials provided prior to the due date thereof:

a. _____ percent (%) upon the execution of this Agreement, recognizing that the Artist has already invested time and expense in preliminary design coordination with the City and other interested parties;

b. _____ percent (%) within ten (10) days after City has confirmed that one half of the Work has been completed. Artist shall notify the City that the Work has reached mid-completion, and provide any documentation necessary for the City to make its confirmation, as required herein.

c. _____ percent (%) within ten (10) days after final acceptance.

2.2 Artist's Expenses.

The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

ARTICLE 3. TIME OF PERFORMANCE

3.1 Duration.

The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Work as proposed by the Artist and approved by the City pursuant to Section 1.2, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Early Completion of Artist Services.

The Artist shall bear any transportation and storage costs resulting from the completion of his services hereunder prior to the time provided in the schedule for installation.

3.3 Time Extensions.

The City shall always grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the City in performing its obligations under this Agreement or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's service impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.

3.4 Liquidated Damages. For delays in the installation of the Work beyond the schedule provided for in Section 1.2, caused by factors reasonably under the Artist's control, the City agrees to accept fifty dollars (\$50.00) per day as liquidated damages for such delay.

ARTICLE 4. WARRANTIES

4.1 Warranties of Title.

The Artist represents and warrants that: (a) the Work is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright; (c) that the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Work is free and clear of any liens from any source whatsoever.

4.2 Warranties of Quality and Condition.

The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Proposal, that: (a) the execution of the Work will be performed in a workmanlike manner; (b) the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and (c) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder. The warranties described in this Section 4.2 shall survive for a period of one year after final acceptance of the Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Work).

ARTICLE 5. INSURANCE

The Artist agrees to carry at his or her expense, the following insurance policies:

- a. General Liability coverage in an amount no less than one million dollars combined single limit per occurrence per artist, written on a form acceptable to the City;
- b. Workers Compensation coverage in amounts as required by the Labor Code of the State of California.

The Artist agrees to include the City and the property owner as an additional insured on his or her general liability memorandum of coverage page listing covered parties. City shall be given thirty (30) days written notice of change or cancellation of the coverage.

ARTICLE 6. REPRODUCTION RIGHTS

6.1 General.

The Artist retains all rights under the Copyright Act of 1976 (17 U.S.C. 101 et seq.) and all other rights in and to the Work except ownership and possession, except as such rights are limited by this Section 6.1. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of the City. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions used in commercial and non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, postcards, booklets and catalogues or other publications, provided that these rights are exercised in a tasteful and professional manner. To the extent this provision constitutes a transfer of the right to reproduction, this Agreement is intended to be and shall be deemed to constitute the document in writing required by California Civil Code Section 982(c).

6.2 Notice.

All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: @(Artist's Name), publication date.

6.3 Credit to the City.

The Artist shall use his best effort to give a credit reading substantially, "An original work owned and commissioned by the City of Lompoc, California," in any public showing under the Artist's control or reproductions of the Work.

6.4 Copyright Registration.

Any registration of a copyright with the United States Register of Copyrights shall be the sole responsibility of the Artist, and the cost of such registration shall be borne by the Artist.

ARTICLE 7. ARTIST'S RIGHTS

7.1 Identification.

The City shall, at its expense, prepare and install at the Site, pursuant to the written instructions and subsequent approval of the Artist, a plaque identifying the Artist, the title of the Work and the year of completion, and shall reasonably

maintain such notice in good repair against the ravages of time, vandalism and the elements.

7.2 Maintenance.

The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City shall reasonably assure that the Work is properly maintained and protected, taking into account the instructions of the Artist provided in accordance with Section 1.3(d), and shall reasonably protect and maintain the Work against the ravages of time, vandalism and the elements.

7.3 Repairs and Restoration.

a. The City shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the City shall use every reasonable means to consult with the Artist prior to any repairs or restorations. To the extent practical, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

b. All repairs and restorations shall be made in accordance with recognized principles of conservation.

7.4 Alteration of the Work or of the Site and Preservation of the Work.

a. The City agrees that it will not intentionally damage, alter, modify or change the Work without the prior written approval of the Artist.

b. The Artist understands that the Work is to be installed on private property, at a site for which the City has received the right, pursuant to a written Agreement, to locate the mural for a period of ten years, subject to possible renewal for additional ten year periods. The Agreement between the property owner and the City provides that the mural is to be applied using current, state of the art technology, so that to the extent practicable the Work can be removed from the Site, if such removal becomes necessary.

The property owner has further agreed that in the event, for unforeseen circumstances, the mural Site is to be destroyed or otherwise altered in a manner that will effect

the mural before the end of the ten year period, the City is to be given at least thirty (30) days notice so that appropriate action to preserve the mural can be taken.

The Artist, for him or herself, and his or her heirs, legatees and personal representative, agrees that any rights relating to preservation of the Work, as may otherwise be provided by California Civil Code Section 987 are hereby expressly waived in accordance with Section 987(g)(3). The City and Artist agree that preservation of the Work shall instead be governed by this Section, and the City shall make reasonable efforts to notify the Artist of any proposed destruction, or alteration of the Site that would affect the intended character and appearance of the Work, and shall consult with the Artist regarding any such destruction or alteration and shall make a reasonable effort to maintain the integrity of the Work.

c. Nothing in this Section 7.4 shall preclude any right of the City (1) to remove the Work from public display or (2) to destroy the Work. If the City shall at any time decide to destroy the Work, it shall, during the Artist's lifetime, by notice to the Artist offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction.

7.5 Permanent Record.

The City shall maintain on permanent file a record of this Agreement and the location and disposition of the Work.

7.6 Artist's Address.

The Artist shall notify the City of changes in the Artist's address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right to subsequently enforce those provisions of this Article 7 that require express approval of the Artist. Notwithstanding this provision, the City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist's rights.

7.7 Surviving Covenants.

The covenants and obligations set forth in this Article 7 shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferee, and all their successors in interest, and the City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years

after the death of the Artist. However, the obligations imposed upon the City by Sections 7.3(a) and 7.6 shall terminate upon the death of the Artist.

7.8 Additional Rights and Remedies.

Nothing contained in this Article 7 shall be construed as a limitation on such other rights and remedies available to the Artist under the law which may now or in the future be applicable.

ARTICLE 8. ARTIST AS INDEPENDENT CONTRACTOR

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by an employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9. ASSIGNMENT, TRANSFER, SUBCONTRACTING

9.1 Assignment or Transfer of Interest.

Neither the City nor the Artist shall assign or transfer an interest in this Agreement without the prior written consent of the other, provided, however, that claims for money due or to become due from the City under this Agreement may be assigned to a financial institution without approval.

9.2 Subcontracting by Artist.

The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance, or visual quality of the Work and shall be carried out under the personal supervision of the Artist.

ARTICLE 10. TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other products

prepared and submitted or prepared for submission by the Artist under this Agreement shall at the city's option become its property, provided that no right to fabricate or execute the Work shall pass to the City and the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist. In such event, the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11. CONTRACT ADMINISTRATION

The Contract Administrator for this Agreement shall be the City Administrator of the City of Lompoc, or his designee. Wherever this Agreement requires notice to be given to or by the City, or any determination or action to be made by the City, the City Administrator, or his designee, shall represent and act for the City.

ARTICLE 12. NON-DISCRIMINATION

In carrying out the performance of the services designated, the Artist shall not discriminate as to race, religion, sex, age, national origin or the presence of any physical, mental or sensory handicap.

ARTICLE 13. COMPLIANCE

The Artist shall be required to comply with all Federal, State and City statutes, ordinance and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 14. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superceded hereby.

ARTICLE 15. MODIFICATION

No alteration, change, amendment, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

ARTICLE 16. WAIVER

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of

any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 17. GOVERNING LAW

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 18. HEIRS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the City and of the Artist and of their respective heirs, personal representative, successors and permitted assigns.

ARTICLE 19. NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery and receipt thereof, as the case may be, if delivered personally or sent by certified mail, return receipt requested, postage prepaid, as follows:

CITY

ARTIST

City of Lompoc
100 Civic Center Plaza
P.O. Box 8001
Lompoc, Ca 93438-8001

ATTEST:

CITY OF LOMPOC

Maureen Bosking, City Clerk

Marvin Loney, Mayor

APPROVED AS TO FORM:

ARTIST

David Hirsch, City Attorney