

## **ARTIST LICENSING AGREEMENT**

THIS ARTIST LICENSING AGREEMENT (this "Agreement") is made and entered into this 17<sup>th</sup> day of June, 2025, by and between the City of Redondo Beach, California, a Chartered Municipal Corporation (the "City"), and Armelle Vervialle Ngo, an Individual (the "Artist").

WHEREAS, the City Council of the City of Redondo Beach ("City Council") has determined that the placement of artwork in City-owned parks, facilities and other public places enhances the aesthetic environment and contributes to the beneficial enjoyment of the community; and

WHEREAS, on January 22, 2025, the City Cultural Arts Commission recommended that the conceptual artwork "The whimsical wave" by Artist be brought for approval to City Council; and

WHEREAS, on June 17, 2025, the City Council approved the conceptual plans for "The whimsical wave"; and

WHEREAS, the City desires to license the digital file, image, and reproduction of "The whimsical wave" (collectively the "Artwork") by the Artist, and the Artist desires to license the Artwork to the City under the terms set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following terms and conditions:

### **ARTICLE 1**

#### **SCOPE OF SERVICES**

1.1 Artist. Artist shall perform the following duties.

- (a) Artist shall complete the Artwork in substantially the same form as presented to and approved by the City Council, more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.
- (b) Artist shall deliver the completed Artwork in accordance with the schedule in Exhibit "B."
- (c) Artist shall not make substantive changes in design or materials to the Artwork without prior written approval by the City. For purposes of this Agreement, "substantive changes" shall mean any modifications the City, in its sole discretion, deems significant, including but not limited to alterations in color, composition, or materials.

1.2 City. City will perform the following duties.

- (a) While the Artwork installation on utility boxes is designed to be relatively maintenance-free, the City will perform minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt and grime to ensure

that the Artwork does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

- (b) City reserves the right to relocate the Artwork to another location, in its sole discretion.
- 1.3 Risk of Loss. Artist shall not be responsible or held liable for any damage to the Artwork, its surfaces or environment caused by the City's personnel, its employees, visitors or others that are beyond the control of the Artist.
- 1.4 License. Artist hereby grants to the City and grants an irrevocable license to:
  - (a) Place the Artwork on any utility box located in the City; and
  - (b) Make two-dimensional reproductions of the Artwork for non-commercial purposes, including but not limited to, reproductions used in advertising, brochures, electronic media, publicity and catalogues or other similar publications, provided that these licensing rights are exercised in a tasteful and professional manner and not to market goods or services. In the event the City uses the Artwork graphically or by any other means, the Artist and depictions of the Artwork will be credited as "The whimsical wave" by Armelle Vervialle Ngo and will depict a copyright notice.
  - (c) Notwithstanding the foregoing, Artist shall execute and notarize a Visual Artist's Rights Act Waiver in substantially the same form attached hereto as Exhibit "C."
- 1.5 Indemnification. Artist shall, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Artist's performance or work hereunder (including any of Artist's officers, agents, employees, or subcontractors) or Artist's failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement.

## **ARTICLE 2**

### **TIME OF PERFORMANCE**

- 2.1 Term. This Agreement shall commence on June 17, 2025 and expire on December 16, 2025. Artist shall complete all services described in this Agreement in accordance with Exhibit "B," which may be modified in the City's sole discretion. This Agreement may be extended by a subsequent written amendment executed by both parties.

- 2.2 Termination. Should the Artist fail to perform pursuant to the terms of this Agreement, the City, in its sole discretion, shall have the right to terminate this Agreement by giving written notice of termination.
- 2.3 Notice of Termination. Upon receipt of notice of termination under this Article, the Artist shall, as directed by the City within the notice:
- (a) Reimburse the City for all monies paid for work not accepted or not completed by the Artist, within thirty (30) days of the notice, provided that any deliverables accepted by the City shall remain the City's property without reimbursement.
  - (b) Immediately transfer and deliver all Work in Progress so the City can complete the Work, or cause the Work to be completed by another person or entity.
- 2.4 Set-Off. If any monies were due to the Artist at the time of termination of this Agreement, the City may use those monies to set off any expenses it may incur in completing or removing the Work.
- 2.5 Other Remedies. Notwithstanding the foregoing sections, the Artist will not be relieved of liability to the City for the Artist's breach of this Agreement, and those sections do not preclude the City from seeking damages or any other remedies available to the City.

### **ARTICLE 3**

#### **COMPENSATION**

- 3.1 Compensation. Artist shall be paid a total sum of five hundred dollars (\$500.00) by the City within thirty (30) business days of City's receipt of Artist's Artwork as detailed under Exhibit "A," provided that City has accepted the Artwork.

The payment of five hundred dollars (\$500.00) provided herein shall be full compensation for all work performed to complete the Artwork, including but not limited to, all expenses for labor, supplies, materials, communications, equipment or use thereof, and for all incidentals pertaining to the Artwork as described in Exhibit "A". In no event shall the payments to Artist exceed five hundred dollars (\$500.00).

### **ARTICLE 4**

#### **COPYRIGHT**

- 4.1 Copyright. City shall not be responsible for any third-party infringement of Artist's copyright or for protecting the intellectual property rights of Artist.
- (a) Artist warrants and represents that the Artwork does not infringe any third-party intellectual property rights and shall indemnify the City against any claims, damages, or costs arising from such infringement, pursuant to Article 1.5. If the Artwork is found to infringe third-party rights, the City may terminate this Agreement and demand full reimbursement of all payments made.

- (b) Artist shall not reproduce or install the same Artwork or a substantially similar version at another location without the City's prior written consent.
- (c) Artist shall use their best efforts to give a credit reading substantially as "The whimsical wave" an original artwork licensed by the City of Redondo Beach, California," in any public showing under Artist's control of reproductions of the Artwork authorized pursuant to subsection (b).

## **ARTICLE 5**

### **WARRANTIES**

- 5.1 Identification Warranties. Artist represents and warrants that:
- (a) The Artwork is solely the result of Artist's creative efforts;
  - (b) The Artwork, as accepted by the City, has not been transferred or used elsewhere for commercial purposes.
  - (c) The Artwork is free and clear of any liens from any source.

## **ARTICLE 6**

### **GENERAL**

- 6.1 Independent Contractor. Artist is not a partner, joint venture, or employee of the City and the only relationship between the Artist and the City, is that of an independent Artist. The Artist is not entitled to workers compensation benefits under the City's workers compensation. Artist is obligated to pay federal and state income tax on any and all monies earned under this Agreement.
- 6.2 Modification. This Agreement may be amended or modified only by a subsequent written instrument executed by all parties.
- 6.3 Third Party. Nothing herein shall be interpreted as creating any rights or benefits in any additional parties.
- 6.4 Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Artist, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 6.5 The Exhibits are as follows.
- (a) Exhibit "A": Description of Artwork
  - (b) Exhibit "B": Schedule for Completion

(c) Exhibit "C": Visual Artist Rights Act Waiver

- 6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and supersedes any previous oral or written agreement.
- 6.7 Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 6.8 Compliance with Laws. Artist shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
- 6.9 Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 6.10 Waiver. No waiver of performance by any party hereto shall be construed as to operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement.
- 6.11 Assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and Artist, and their respective assigns.
- 6.12 Interpretation. Artist acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 6.13 Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Artist warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Artist, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Artist.
- 6.14 Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- 6.15 Notice. 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 or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, returned receipt requested, postage prepaid, as follows.

City: City of Redondo Beach Community Services Department  
1922 Artesia Boulevard  
Redondo Beach, CA 90278  
Attention: Community Services Director

Artist: Armelle Vervialle Ngo  
1104 1st St  
Hermosa Beach, CA 90254

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17<sup>th</sup> of June, 2025

CITY OF REDONDO BEACH

ARTIST

\_\_\_\_\_  
James A. Light, Mayor

Signed by:  
  
6BCECDC7934C418...

\_\_\_\_\_  
Armelle Vervialle Ngo, Artist

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## **EXHIBIT "A"**

### **ARTWORK**

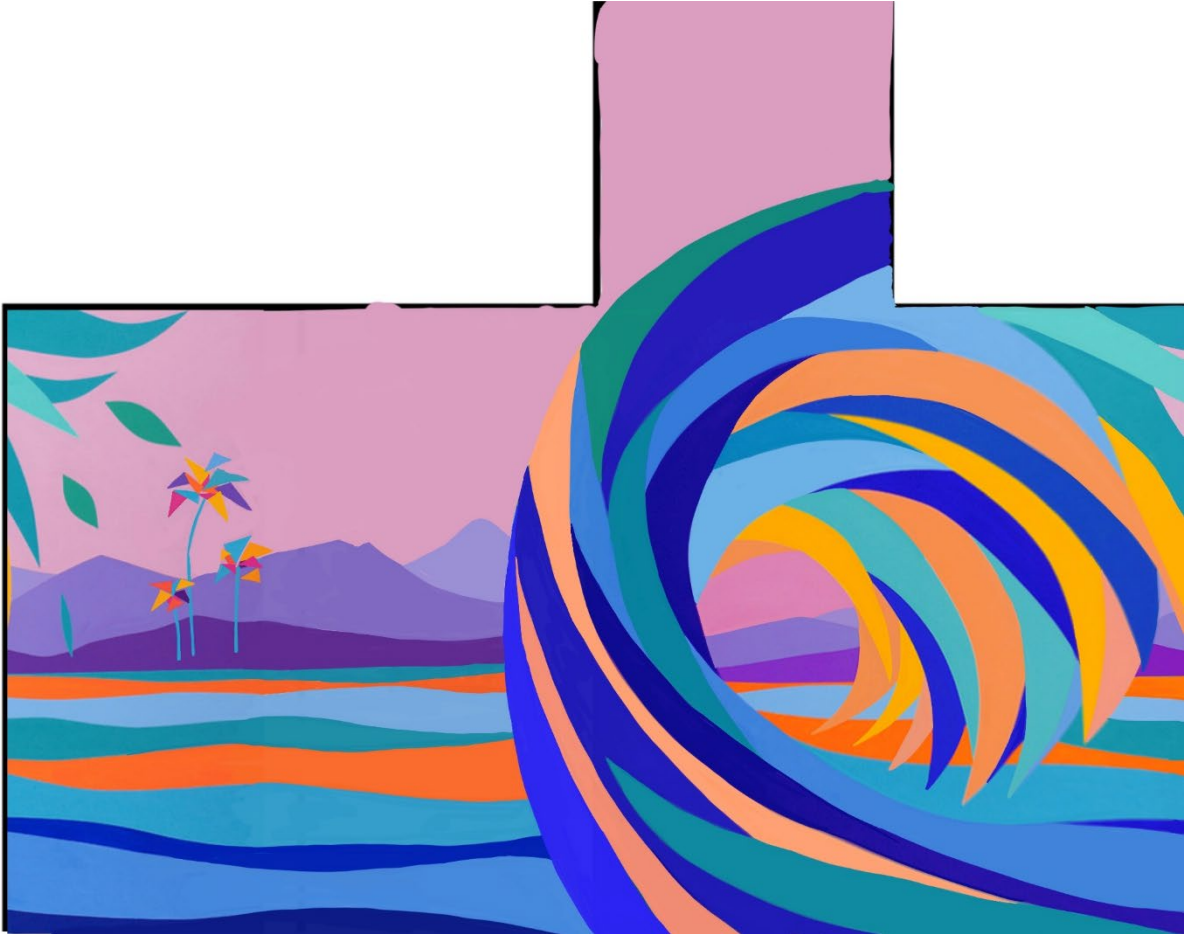
Artwork. The Artwork "The whimsical wave" is a digital file and shall be created in either RGB or CMYK format. Color files shall be embedded within the file. Files shall be submitted in Adobe Photoshop, Adobe PDF or Adobe Illustrator in hi resolution (.TIFF, .PSD, .PSB, .EPS, .AI, SVG, .PDF). Minimum resolution shall be 100 DPI, 200 DPI, 400 DPI, 1200 DPI or 2000 DPI. The Project shall not restrict any vents or airflow through the utility box. City will make the necessary layout edits to designs to ensure installation to the utility boxes. In the event the utility box is mounted on concrete or any other type of material (collectively "base"), the base shall not be included as part of the Project and Artist shall have no right to that base. Any modifications to the scope of work detailed in this Exhibit "A" shall be subject to the approval of both parties in writing.

Design Submission. Upon the execution of this Agreement, the Artist shall submit the Artwork within fourteen (14) days. A representation of the Artwork is attached to this Exhibit "A" and is incorporated herein. The Artist shall complete the Project in substantial conformity with the design approved by City Council. If the Artist believes that changes are required, the Artist shall present to the City in writing for further review and approval any significant changes in the design and color, Artwork not permitted by the City or not in substantial conformity with the approved design.

The City will notify the Artist of its final acceptance of the Artwork.



**“The whimsical wave” by Armelle Vervialle Ngo:**



**EXHIBIT “B”**

**SCHEDULE FOR COMPLETION**

<b>Project Phase</b>	<b>Scheduled Timing</b>
Design Submission	Within two weeks of Artist’s receipt of executed Agreement
Installation	At the City’s sole discretion

The Artist shall inform the City in writing of any delays to the Artwork. Any changes to the schedule above shall be agreed upon by both parties in writing. The completion date set forth may be extended in the event of delays caused by events beyond the control of the Artist, including theft by a third party, strikes, and Acts of God preventing progress of this Project. Failure to fulfill contractual obligations 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.

## EXHIBIT "C"

### VISUAL ARTIST RIGHTS ACT WAIVER

To the fullest extent permitted under law, including but not limited to the Visual Artists Rights Act of 1990 (17 U.S.C. §106A) and the California Art Preservation Act (Cal. Civ. Code §§ 987- 989), the Artist knowingly and voluntarily waives any and all rights of attribution and integrity with respect to the Artwork, including but not limited to:

- Any right to prevent any modification, distortion, mutilation, or destruction of the Artwork;
- Any right requiring the preservation, maintenance, conservation, or restoration of the Artwork;
- Any right to prevent the removal, relocation, or disposition of the Artwork by the City or its agents;
- Any right to receive notice prior to removal or destruction of the Artwork; and
- The right to claim or disclaim authorship of the Artwork.

The Artist acknowledges and agrees that the City shall have the sole and absolute discretion to reproduce, relocate, modify, remove, or dispose of the Artwork for any reason, and that such actions shall not be deemed a violation of any rights under federal, state, or common law.

This waiver is made expressly in writing, knowingly and voluntarily signed by the Artist, and shall be binding on the Artist and enforceable by the City.

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Date

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Armelle Vervialle Ngo, Artist

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)