

ARTIST AGREEMENT ASSIGNMENT

THIS ASSIGNMENT is entered into by and between the CITY OF REDMOND, a Washington optional municipal code city (the “City”) and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington (“Sound Transit”), collectively “Parties” and individually “Party.”

Recitals

- A. Sound Transit is constructing the East Link light rail project to extend light rail service between downtown Seattle and the Overlake area of Redmond. The East Link project includes a light rail station at Overlake Village, a public transit facility owned by Sound Transit.
- B. The City funded construction of Overlake Village Pedestrian-Bicycle Bridge (“Pedestrian Bridge”) at the Overlake Station, as described in the Agreement between the Parties for the Funding, Design and Construction of the Overlake Village Pedestrian-Bicycle Bridge and Overlake Village Station Infiltration Vault executed on September 11, 2014. As required by the funding agreement, the City will own and maintain the Pedestrian Bridge in accordance with a separate operation and maintenance agreement.
- C. As part of the project, Sound Transit and the City collaborated to have artwork installed as part of the Pedestrian Bridge. Sound Transit entered into an artist agreement with Leo Saul Berk for the installation, maintenance, and intellectual property rights associated with the artwork (“Artist Agreement”).
- D. As part of the transfer of the Pedestrian Bridge from Sound Transit to the City, the Parties wish to assign the outstanding contractual rights and obligations under the Artist Agreement to the City to facilitate long term ownership and maintenance of the artwork by the City.

Now, for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **Assignment.** Sound Transit assigns all its rights, responsibilities, benefits, and property interests associated with the ownership, maintenance, and use of the artwork contained in the Artist Agreement, attached and incorporated hereto as Exhibit A, to the City. Sound Transit’s assignment includes the rights described Section J.3 of the Artist Agreement, and the City and Sound Transit will have mutual, co-extensive, and non-exclusive rights to electronically scan, duplicate, or download images of the artwork, and to make photographs, drawings, and other two-dimensional reproductions of the artwork without consent of the Artist for any noncommercial use for the sole use and benefit of the public, including, but not limited to, education, public relations, advertising, brochures, and similar material.

2. **Retention of Certain Rights and Obligations.** Sound Transit retains the right to electronically scan, duplicate, or download images of the artwork and fabrication of the artwork, and to make photographs, drawings, and other two-dimensional reproductions of the artwork without consent of the Artist for any noncommercial use for the sole use and benefit of the public, including, but not limited to, education, public relations, advertising, brochures, and similar material, as described in Section J.3 of the Artist Agreement. Sound Transit also retains all the rights and obligations associated with performance of the Artist Agreement that accrued prior to the effective date of this Assignment and retains the right to use written materials describing the artwork provided by the artist to Sound Transit prior to this Assignment.
3. **Entire Agreement.** This agreement constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This agreement may only be amended in writing, executed by duly authorized representatives of the parties hereto.
4. **Effective Date.** This Agreement shall be effective when fully executed by both parties.
5. **Governing Law and Venue.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement will be King County, Washington.

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
(SOUND TRANSIT) THE CITY OF REDMOND**

By: _____
Name, Title

By: _____
Name Title

Date: _____

Date: _____

Authorized by Motion No. ____

Authorized by City Council
Motion on _____

Approved as to form:

Approved as to form:

By: _____
Mattelyn Tharpe, Legal Counsel

By: _____
James E. Haney, City Attorney