

RESOLUTION

WHEREAS, Arthur Nuñez has created a multi-media craft piece entitled "Smelertown" and desires to provide the piece to the City of El Paso for the City's use, including but not limited to the developing and display of photographs and other images of the Work; and

WHEREAS, the City desires to accept the piece entitled "Smelertown" and potentially create photographic images as well as develop other uses for the piece and its images subject to the assignment to the City of all rights to the piece entitled "Smelertown" by Mr. Nuñez;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to accept and execute the Assignment by Arthur Nuñez of all rights to his multi-media craft piece entitled "Smelertown" and to sign any related documentation to effectuate such assignment of rights.

ADOPTED THIS 10TH DAY OF JULY 2007.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

07 JUL - 3 AM 9:07
CITY CLERK DEPT.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

ASSIGNMENT

WHEREAS, Arthur Nuñez (the “Artist”) has created a multi-media craft piece entitled “Smelertown” (the “Work”) and desires to provide the Work to the City of El Paso (the “City”) for the City’s use, including but not limited to the developing and display of photographs and other images of the Work; and

WHEREAS, the City desires to accept the Work and create photographic images of the Work as well as potentially develop other uses for the Work and its images subject to the Artist’s assignment to the City of all rights to the Work;

NOW, THEREFORE, in consideration of these premises, and the covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, the Artist and the City agree as follows:

The Artist hereby grants, transfers, assigns, and conveys any and all of the Artist’s interest and rights in the Work, including all copyrights, patents and all other property rights, title and interests in the Work which the Artist holds, if any, to the City. The Work, which is the subject of this Assignment, consists of one (1) multi-media craft piece entitled “Smelertown”, which has been entirely created by the Artist. The Artist represents and warrants that none of the Artist’s interests and rights in the Work have been previously conveyed or assigned, granted or licensed to any other party or made subject to any other agreement affecting the rights and property conveyed by this Assignment. This Assignment shall inure to the benefit of the City and its successors and assigns and shall be binding on the Artist and his successors and assigns. This Assignment shall be construed according to the laws of the United States of America, the State of Texas and venue shall be in El Paso County.

The Artist expressly acknowledges that the City shall have the right to reproduce, modify, duplicate, produce in or transfer to other media, license, and market the Work, or any of its images for any purpose. The Parties also acknowledge that the City’s use of the Work shall include a notation in such use, which identifies the creator of the Work as the Artist, which shall be noted as “Art Nuñez”. The Artist acknowledges that the good and valuable consideration described herein constitutes the total sum of consideration that is required of the City for the Work and any and all copyrights, trademarks, patents, and all other property rights and interests in the Work and the Artist will receive no further consideration of any type nor will the Artist receive any subsequent royalties. The City shall be under no obligation or liability to account to the Artist for any revenue, income or profit derived or resulting from the use of the Work.

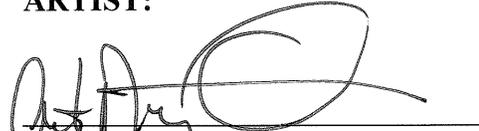
The Artist agrees and warrants that if any third person or party assisted in the development of the Work that the Artist will obtain from that person or party, at the Artist’s sole expense, an assignment of any interest in the Work or any copyrights, trademarks, patents, or

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CITY CLERK DEPT.

other property rights in the Work owned by that person or party and that such interest shall be subsequently assigned by the Artist to the City.

EXECUTED BY THE ARTIST on this 2nd day of July 2007.

ARTIST:


Arthur Nuñez

ACKNOWLEDGEMENT

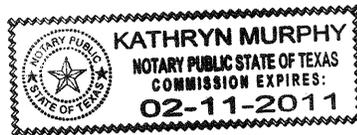
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 2nd day of July 2007, by **Arthur Nuñez** as the **Creator** of the **Work** (Artist).



Notary Public, State of Texas

My Commission Expires
2-11-2011



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CITY CLERK DEPT.

ACCEPTED BY THE CITY on this _____ day of July 2007.

CITY:

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____ 2007,
by **Joyce A. Wilson** as the **City Manager** of the **City of El Paso** (City).

Notary Public, State of Texas

My Commission Expires

07 JUL - 3 AM 9:08
CITY CLERK DEPT.