

RESOLUTION 1841

**AUTHORIZING AN AMOUNT NOT TO EXCEED \$2,873 FOR ARTIST SERVICES
FROM THE UNIVERSITY OF IOWA FOR THE DESIGN AND DEVELOPMENT OF A
MURAL.**

WHEREAS, this initiative was originated with the Great Places Grant application two years ago; and

WHEREAS, the concept of having murals in several cedar county communities that are unique to the community yet ties in a cultural cohesiveness that brings Cedar County' together; and

WHEREAS, the University of Iowa's Office of Outreach and Engagement has agreed to participate in matching funds in order to assist communities meet the goals and mission of this mural project; and the City of West Branch has found the sharing of expenses for the artist services to be of high quality and reasonably priced; and

WHEREAS, the cost to complete the mural is \$5,669.00; and

WHEREAS, the University agrees to pay \$2,796.00 in artist fees and fringe benefits as per the employment agreement between the University and the Artist; and

WHEREAS, the city as a part of this agreement will pay a \$2,873.00 invoice project fee as stipulated in said agreement.

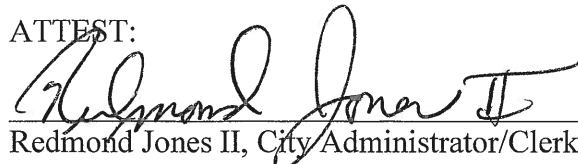
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with the University of Iowa's Office of Outreach and Engagement, is hereby approved. Further, the City Administrator is directed to execute the agreement on behalf of the City.

Passed and approved this 7th day of October, 2019.



Colton Miller, Mayor Pro Tem

ATTEST:



Redmond Jones II, City Administrator/Clerk

MEMORANDUM OF AGREEMENT
Between

The University of Iowa
Iowa City, Iowa

and

City of West Branch
West Branch, Iowa

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into on **October 7, 2019** by and between The University of Iowa, Iowa City, Iowa; (hereinafter "University") and the City of West Branch, 110 N Poplar St, West Branch, IA 52358 (hereinafter "Supplier").

RECITALS

WHEREAS, the Supplier desires to collaborate with the University on a public art project consisting of the installation of a painted mural for Supplier.

WHEREAS, it is the desire of the University to enter into an Agreement with Supplier to provide The University of Iowa with services as outlined in this agreement.

THEREFORE, In consideration of the promises and the mutual covenants contained therein, the Parties agrees to the following terms and conditions.

TERM

This Agreement shall begin on or about **June 1, 2019** and remain in effect through and including **December 31, 2019** unless earlier terminated.

TERMINATION OF AGREEMENT

Termination for Breach of Agreement: The University may terminate this Agreement upon ten (10) days written notice for breach of this Agreement or any obligation thereof by the Supplier.

Termination for Convenience: The University may terminate at any time within the first 45 days of the initial contract or any and all extension periods, should the University determine the Supplier's performance is or becomes unsatisfactory in the sole opinion of the University, then the contract may be terminated.

Supplier may terminate the Agreement any time within the first 45 days of the initial contract or any and all extension periods should the Supplier determine, in its sole discretion that the University is not acting in accordance with the terms and conditions of the contract.

LIABILITY

Supplier Liability: To the fullest extent allowed by law, Supplier agrees to indemnify and hold harmless the University of Iowa, the State of Iowa, the Board of Regents, State of Iowa and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Supplier, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provision of products and services under this contract.

During the performance of Services, Supplier shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the Board of Regents, State of Iowa, and the University of Iowa, including

but not limited to the University of Iowa Conflict of Interest policy. **Refer to University Operations Manual at www.uiowa.edu/~our/opmanual/**

SCOPE OF WORK

University of Iowa student, **Ali Hval**, hereinafter referred to as the Artist, under the supervision of the University, will install a mural for the Supplier, according to the design selected from the Mural Design Proposal, incorporated herein. The Supplier agrees to partner with the University and Artist on this project.

MURAL INSTALLATION

- Mural shall be painted by the Artist at a location to be decided upon by the Supplier.
- The executed mural will faithfully reflect the final design. Any alterations of the design after commencing shall be approved by the Supplier and/or University.
- The mural will be executed by the Artist in a professional and timely manner, in close communication with the Supplier and University, and in accordance with an agreed upon schedule.
- The Artist shall use lightfast, professional quality materials supplied by Nova Color, Montana, or a similar product specified for long term exterior use and light exposure approved by the University.
- The Artist will varnish the mural using Nova Color Satin Exterior Varnish 216, applied with a brush or sprayed, or a similar non-yellowing exterior varnish approved by the University.
- The Artist will complete the mural using best practices.
- The Artist shall not be responsible for delamination sourced internally (e.g. failure of wall cap, flashing, etc.), or vandalism, accidental damage, or graffiti.

SCHEDULE

- Work shall commence **no earlier than October 1** and be finished on or before **June 30, 2020** pending weather delays. It is estimated that it will take approximately **3 week(s)** to complete the mural (depending on weather, paint drying times, etc.).
- The Artist's standard work hours will be **Monday through Friday, 8 a.m. to 5 p.m.**
- Unexpected delays due to weather, health or injury, will be accommodated within reason, and to the best of the ability of the artist and the University in consensus agreement. Artist shall communicate closely with the Supplier and University in regards to any project delays or unanticipated challenges.

SITE PREPARATION / MATERIALS

- The Supplier will secure all necessary permissions and permits for the installation of the mural. In some cases, the Supplier may need to enter into an agreement with a private property owner.
- The overall site repair and preparation will be completed by and paid for by the Supplier, before painting of the mural begins.
- The Supplier will have the substrate assessed by a professional for any needed repairs (e.g. cracks, gauges, and/or buckling in the brick, mortar joints, carpentry, and plaster) and pay for any associated fees. Completing any needed repairs is recommended to promote the mural's longevity. In addition, the Supplier will have the wall cleaned of dirt, debris, and flaking paint.
- Bare walls will be properly cleaned and prepped by the Supplier and allowed to dry sufficiently before priming and pay for any associated fees.
- Bare walls shall be primed with a high-grade professional product designed for exterior applications by the Artist, and product will be purchased by the University.
- The University will purchase all other materials described in the Mural Design Proposal.

EQUIPMENT / SECURITY / SAFETY

- The Supplier will provide scaffolding (and provide a contact person to adjust the scaffolding, as needed, throughout the duration of the project) or a lift and pay for any associated fees. The Supplier will provide throughout the duration of the project (for scaffolding: also a number to call in case it needs to be moved from time to time).
- The Supplier, at its discretion, may request work to be temporarily suspended in order to accommodate large events or other maintenance activities associated with the location.
- The Artist will place tarps and secure them at the base of the wall's entirety to protect the sidewalks. The Artist will "pack it in / pack it out," maintaining a clean and orderly jobsite, sweeping up loose paint, using drop cloths/plywood/cardboard if necessary.

- The Supplier will provide access to nearby storage space for supplies, identify a restroom for Artist to use near the project site during working hours a nearby water source, and secure overnight housing for the Artist (if necessary) and pay for any associated fees..
- Scaffolding, ladders, and lifts may be stored on site during the project, but materials including paint shall be stored off site, or in a secured location on site (e.g. locked tool box or in the raised bucket of a lift). The Artist will be responsible for security of any supplies bought, borrowed, or rented.
- The Artist will adhere to all government safety protocols as outlined by the Occupational Health and Safety Administration (OSHA) of the United States Department of Labor. These regulations can be found at osha.gov and are the responsibility of the Artist to follow when using scaffolding, ladders, and lifts, etc.
- If in an active alley/sidewalk location, bases of scaffolding, ladders, and lifts shall be traffic coned by the Artist at all times during active and inactive periods of use. Cones will be provided by the Supplier.

DOCUMENTATION / PUBLICITY

- The Artist shall be available within reason to aid Supplier and University marketing efforts, and agrees to allow the progress of the mural to be documented by the University, as well as the final piece.
- The Supplier and University will own the rights to the documentary images, and they will be used to promote the project and the artist in traditional print and social media platforms. Artist may have fair-use of the publicity images, but may not profit from their use (e.g. sell the images as prints). Similarly, the Supplier will not sell or directly profit from images of the mural in accordance with US copyright law and the 1990 Visual Artists Rights Act (VARA).

OWNERSHIP / RIGHTS/ FUTURE

- The Artist agrees to the perpetual license of the right to display and transmit the work to Supplier, excluding the right to authorship credit and modification. The Supplier does not need to display the Artist's name together with the mural, unless being described with any editorial usage, but Supplier may not seek to mislead others that the mural was created by anyone other than the Artist.
- The Artist retains access to the mural image for his/her professional portfolio or promotional use. The Artist will retain exclusive right to make and distribute copies, to display the work publicly, and to make derivative works (subsequent copyrightable creations based on the original work) in line with US copyright law, protecting the mural as an "original work of authorship fixed in [a] tangible medium of expression."
- The Artist agrees that the mural is produced with the intent that it be unique.
- In accordance with VARA, the artist shall have the right to "prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and to prevent any destruction of a work of recognized stature."
- Unless otherwise noted, the Supplier is expected to maintain the mural for at a minimum of five (5) years from completion and pay for any associated fees. However, if the Supplier plans to demolish or paint over the mural prior that time, the Supplier must make efforts to contact the University and the Artist. The Supplier must make reasonable effort to contact the Artist to make repairs to the mural within the five (5) years.
- Upon completion, the Artist shall present a PDF indicating technical specifications for all primers/paints/colors/varnish/etc. used in the mural, as well as multiple forms of contact information for the artist.

THE SUPPLIER AGREES TO

1. Provide a single point managerial-level contact for the University to coordinate all requirements; to be the point of contact for any problems/questions that may arise; meet periodically with University personnel; research information; and deliver special reports as needed or directed by the University related to the Scope of Work.

Supplier's Single Point Contact Person:

Name: Redmond Jones
 Title: City Administrator
 Address: 110 N Poplar St.
 West Branch, IA 52358
 Email: ~~redmond~~@westbranchiowa.org
 Phone: 319.643.5888

rjonesii@westbranchiowa.org

2. Comply with all applicable Federal and State laws.
3. To possess and maintain all applicable licenses necessary to conduct business in the State of Iowa.
4. Intentionally Omitted.
5. Intentionally Omitted.
6. Supplier is an independent Supplier and shall not be considered the agent or employee of the University.

FEE STRUCTURE OR PRODUCT PRICING

The University agrees to pay **\$2,500** in artist fees to **the artist** and fringe in the amount of **\$296**, in accordance with the employment offer letter between the University and Artist.

The Supplier agrees to pay a **\$2,873** invoiced project fee. The University will invoice the Supplier following completion of the mural installation.

If the Artist fails to complete the mural installation, the payment to the Artist will be prorated based on percentage of completion, as determined by the University and Supplier. In this event, the University will invoice the Supplier for that amount.

The Supplier agrees to pay any and all fees as indicated in the **SITE PREPATION/MATERIALS, EQUIPMENT/SECURITY/SAFETY, and OWNERSHIP/RIGHTS/FUTURE** sections of the scope of work.

The University agrees to pay any and all fees as indicated in the **SITE PREPATION/MATERIALS, EQUIPMENT/SECURITY/SAFETY, and OWNERSHIP/RIGHTS/FUTURE** sections of the scope of work.

This Agreement including incorporated addenda shall constitute the entire agreement between the Parties and shall supersede all previous agreements, written or oral. No modification or waiver of any provision shall be valid unless in writing and signed by the Parties.

In the event any portion of this Agreement is found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain intact. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable.

The Supplier may not assign this Agreement without prior written consent of the University. The Parties agree that the term assigned includes acquisition of the Supplier by another party. Supplier agrees to provide the University with written notice of any assignment a minimum of thirty (30) business days prior to date of such *event*.

This Agreement shall be governed by the laws of the State of Iowa and applicable Federal law.

The University's failure to enforce provisions of this Agreement in whole or in part will not negate the Agreement or the enforcement of provisions at a future time.

The Parties are acting herein as independent Suppliers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or Supplier relationship between any of the Parties and no Party shall have the authority to bind the other Party in any respect.

Having read and understood this Memorandum of Agreement in witness thereof, the Parties have hereunto signed this Agreement.

THE UNIVERSITY OF IOWA
The Office of Outreach and Engagement
782 Van Allen Hall
Iowa City, IA 52242-25000

THE UNIVERSITY OF IOWA

Name

Title

Date

Acknowledged and Agreed by

Artist Name

Date

COMMUNITY PARTNER

Colton Miller

Name

Mayor Pro Tem

Title

10/8/2019

Date

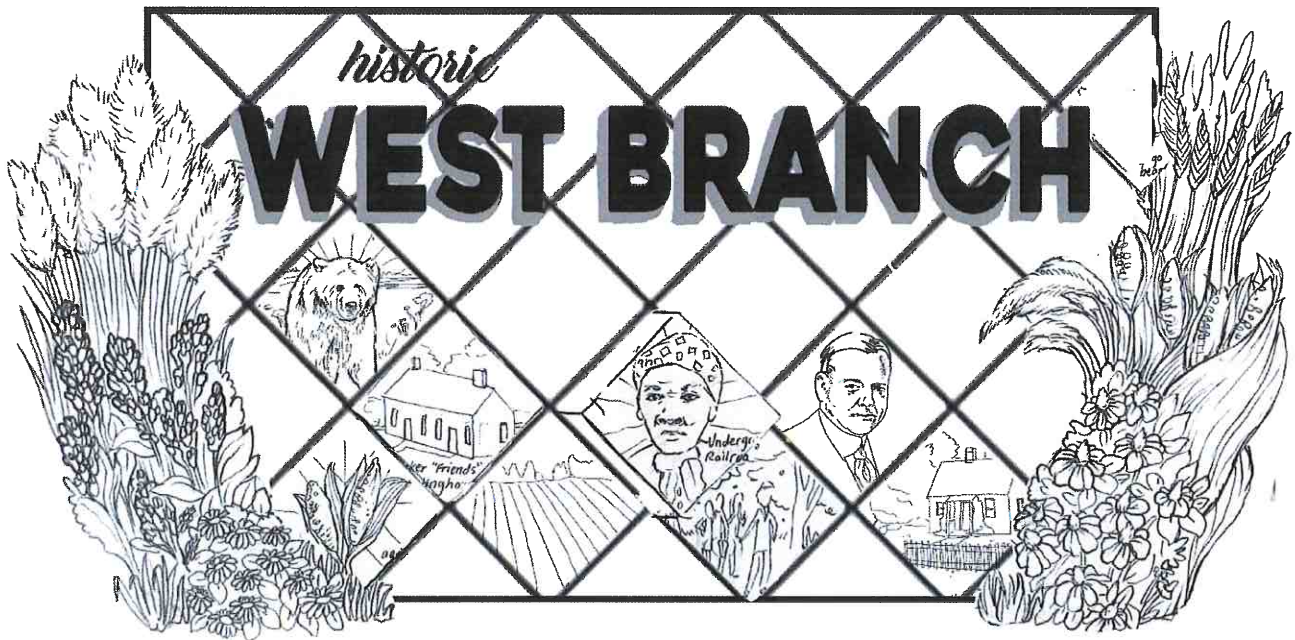


Office of Outreach
and Engagement

MURAL DESIGN PROPSAL
PREPARED FOR WEST BRANCH
BY ALI HVAL
7/15/19

PROPOSED MURAL DESIGN 1

Mural will include West Branch identifiers such as the West Branch HS mascot—the bear, the Friends Meeting House to reflect the Quaker heritage, an image of Harriet Tubman and people walking to represent West Branch a stop on the Underground Railroad, and a portrait of Herbert Hoover and an image of his birthplace. Local crops will be included in the grid as well as flanking the mural.



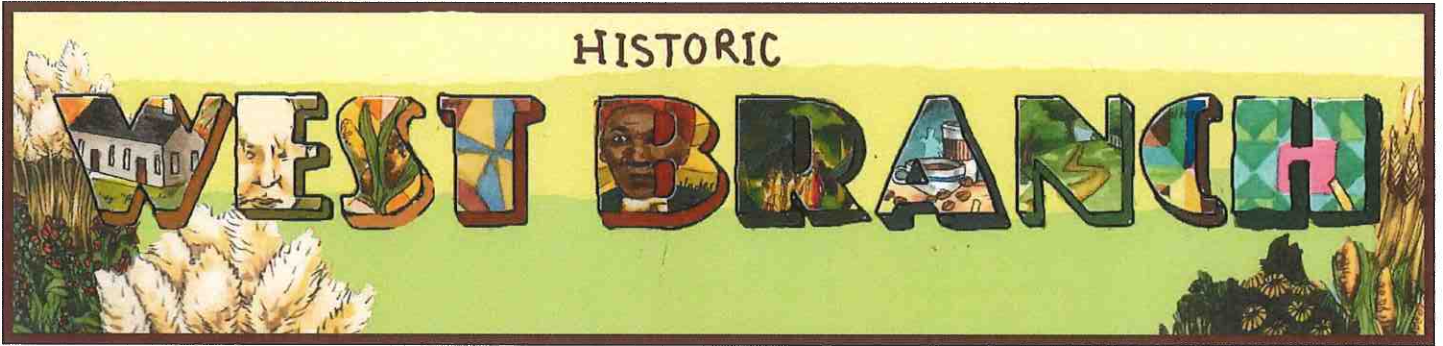
Colors to be similar to the mock up below:



PROPOSED MURAL DESIGN 2

Keeping with the same content above, but in a large format Place Name mural.

MURAL DESIGN 2 COLOR SCHEME 1



The COMMUNITY PARTNER accepts Mural Design option 1.

Colton Miller

COMMUNITY PARTNER Name

Mayor Pro Tem

Title

10/8/2019

Date

Acknowledged and Agreed by

Artist Name

Date

Acknowledged and Agreed by

OO&E Representative

Date