

Agreement By and Between
Renee Fox and David Russell DBA Mobile Mural Lab LLC; City of Port Hueneme; and
the County of Ventura for
Exhibition of Artwork

This agreement (“Agreement”) is made on June 19 2024 by and between Renee Fox and David Russell DBA Mobile Mural Lab LLC hereinafter referred to collectively as “the Artist,” the City of Port Hueneme, hereinafter referred to as “the Donor,” and the Ventura County Library on behalf of the County of Ventura, hereinafter referred to as “the County.”

SECTION 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is for the Donor to donate an artistic exterior wall mural, installed by the Artist, under the auspices of an agreement between the Artist and the Oxnard Performing Arts Center Corporation (OPAC), to the Ray D. Prueter Library for purposes of exhibition on the exterior wall of the library.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement will be 30 years from the date of the parties’ execution of this Agreement. This Agreement may be terminated any time during its term by Donor or County if the mural is not adequately repaired and maintained during the term of the Agreement by giving written notice to the other parties not less than thirty (30) days prior to the date of termination. In the event of termination of this Agreement, Donor agrees to pay in full for the cost of all repairs to the exterior wall of the Ray D. Prueter Library to restore the exterior wall to its original condition. This Agreement may be terminated by the Artist by giving written notice to the other parties not less than thirty (30) days prior to the date of termination.

SECTION 3. SCOPE OF SERVICES

The Donor agrees to donate an artistic wall mural, installed by the Artist, as described in Exhibit A, to the County for purposes of display on the exterior wall of the Ray D. Prueter Library. The Donor agrees to install the wall mural at the Donor’s own expense, and to assume all responsibility and liability for any damage or injury due to mural installation. The Artist and Donor agree to coordinate in advance with the Library Director’s designee regarding any necessary site preparation, including landscaping modifications. All landscaping modifications will require the advance written approval of the Library Director.

SECTION 4. COMPENSATION AND CONDITIONS

The Donor agrees to provide the wall mural for display to County, installed by the Artist, free of charge to the County, with the following conditions:

1. Control of use of the wall mural will be by County as long as it is publicly displayed on the exterior of the Ray D. Prueter Library building.

2. The mural will be installed for a planned mural display life of 30 years, with the Donor responsible for paying for the cost of mural repair and/or maintenance per recommended conservation guidelines, and/or as may be required based upon available resources. Upon being provided with written County notice of the need for mural repair and/or maintenance due to weathering or vandalism, and determining that such repair and/or maintenance is feasible, the Donor agrees to promptly provide necessary repair and maintenance at the sole expense of the Donor, by the Artist, or by another qualified contractor at the Donor's election in the Donor's sole and exclusive discretion. The Donor, in its sole and exclusive discretion, will make the final determination as to whether the Donor considers it to be feasible to continue to repair and/or maintain the mural. Upon making such decision, The Donor shall notify the Artists of the decision whether to repair the mural or to replace it. If the Donor does not timely repair and/or maintain the mural upon County's request, the Donor agrees to pay for the full cost of restoring the exterior wall of the Ray D. Prueter Library to its original condition. Donor to make every reasonable effort to notify the Artist of any decision to modify or remove the mural.

3. The Artist and the Donor will not hold the County responsible for any damage to the wall mural or for its theft.

SECTION 5. NOTICES

All notices pertinent to the Agreement should be sent to the parties as follows:

<p>Artist</p> <p>Renee Fox & David Russell, DBA Mobile Mural Lab LLC</p> <p>Renee Fox 1133 N. La Brea Ave. Inglewood, CA 90302 (310) 621-5416</p> <p>David Russell 8127 Truxton Ave. Los Angeles, CA 90045 (720) 810-1563</p>	<p>City of Port Hueneme</p> <p>James Vega City Manager 250 North Ventura Rd. Port Hueneme, CA 93041 (805) 986-6520</p>	<p>Nancy Schram</p> <p>Library Director County of Ventura Library 5600 Everglades St., Ste A Ventura, CA 93003 (805) 677-7150</p>
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SECTION 6. INSURANCE

Insurance requirements are set forth in the Oxnard Performing Arts Center Corporation (OPAC) Artist Agreement with Mobile Mural Lab, a true and correct copy of which is attached in Exhibit B hereto. These insurance requirements are incorporated herein by reference and cannot be amended without prior County written approval.

SECTION 7. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. No alteration or variation of any term of the Agreement will be valid unless made in writing and signed by each of the parties hereto, and no oral understanding or agreement not incorporated herein by writing will be binding on any of the parties hereto.

SECTION 8. NO THIRD-PARTY BENEFICIARIES

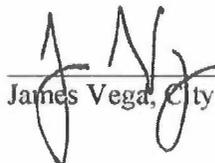
This Agreement does not confer any rights on any third party, and nothing set forth herein will be construed so as to confer on any third party a right of action under this Agreement.

Donor

Dated: 9/16/2024

Dated: June 19, 2024

City of Port Hueneme


James Vega, City Manager

Artist

Renee Fox

Dated: June 19, 2024

Artist


County of Ventura

David Russell

Dated: _____

June 19, 2024

Nancy Schram
Library Director, Ventura County Libra

EXHIBIT A

DESCRIPTION OF ARTWORK

Artist:

Description of Artwork: Wall Mural depicting Maritime Stories of Port Hueneme for Ray D. Prueter Public Library The wall mural will not contain images or words offensive to the community.

Source of Materials used for Wall Mural: to be approved by Mural Committee under direction of Oxnard Performing Arts Center Corporation after presentation of final mural design, inclusive of paint materials specification sheet.

Plaque: If there is to be a plaque installed adjacent to the mural, the Artist and Donor would like it to read: TBD

The Library Director must approve the location and dimensions of the plaque.

**Oxnard Performing Arts Center Corporation (OPAC)
Artist Agreement with Mobile Mural Lab LLC**

OPAC (“Client”) is a nonprofit public benefit corporation whose mission is to foster and serve our community through inclusive programming, cultural and artistic exchange, and developing people-centered spaces.

Artists/Teams who work with OPAC integrate arts into the community through inclusive, diverse, equitable, and accessible programming.

Client wishes to retain the individual(s) named below (“Artist/Team”) for services as described below and on the basis set out in this Agreement.

Client Information

Contact person(s)	Carolyn Merino Mullin, OPAC Executive Director Denise Sindelar, Project Manager
Phone numbers	805-385-8147 (CMM) 805-901-6773 (DS)
E-mail addresses	director@theopac.org sindelarartconsulting@gmail.com
Mailing address	PO Box 332, Oxnard, CA 93032

Artist/Team Information

Names	Renee Fox & David Russell DBA Mobile Mural Lab LLC
Phone numbers	310-621-5416 (RF) 720-810-1563 (DR)
E-mail addresses	reneeantoinettefox@gmail.com (RF) Mobilemurallab@gmail.com (DR)
Mailing addresses	1133 N. La Brea Ave. Inglewood, CA 90302 (RF) 8127 Truxton Ave. Los Angeles, CA 90045 (DR)

Project Information

Title	Ray D. Prueter Library Mural Project - City of Port Hueneme
Project Description	Mural Project titled Maritime Stories of Port Hueneme for Ray D. Prueter Public Library (Draft project proposal attached as Exhibit A)

Timeline	<p>June 17, 2024 - Execute contract with OPAC pending City of Port Hueneme City Council approval of draft proposal</p> <p>July 8, 2024 - Deliver refined mural rendering incorporating feedback from Mural Committee</p> <p>July 15, 2024 - Begin community outreach and develop application process for student intern working in conjunction with OPAC staff</p> <p>July 31, 2024 - Present final mural design with design asset call out sheet for approval by Mural Committee inclusive of paint materials spec sheet</p> <p>August 30, 2024 - Select intern for project and execute internship agreement and deliver proposed timeframe for mural installation</p> <p>September-October, 2024 - Install mural onsite inclusive of graffiti protectant coating (the mural to be installed is to have a planned mural display life of 30 years, with regular mural maintenance and repair, per conservation guidelines)</p> <p>October, 2024 - Deliver final paint colors and materials spec sheet and any recommended conservation guidelines</p> <p>October 2024 (Date TBD) - Participate in mural dedication celebration</p>
Deliverables	<ol style="list-style-type: none"> 1. Scale color rendering (digital scan) of design revisions 2. Develop scope for the internship program 3. Final rendering in digital scan for web posting and recommended interpretation of mural symbols and iconography 4. Submit any required site preparation requests; including tree/ bush trimming for wall access 5. Submit proposed installation timeframe for City/County approvals 6. Completed mural and conservation guidelines

Artist/Team Responsibilities

June 2024	<ul style="list-style-type: none"> • Supply certificate of professional liability and automobile insurance with limits stipulated by the Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura (Exhibit B)
July 2024	<ul style="list-style-type: none"> • Deliver refined mural rendering incorporating feedback from Mural Committee • Begin community outreach by developing a role for student intern working in conjunction with OPAC staff
August 2024	<ul style="list-style-type: none"> • Present final mural design and interpretive panel for approval by Mural Committee inclusive of paint materials spec sheet
Sept 2024	<ul style="list-style-type: none"> • Select intern for project and execute internship agreement
October 2024	<ul style="list-style-type: none"> • Deliver proposed timeframe for mural installation
	<ul style="list-style-type: none"> • Install mural onsite with support from selected intern
	<ul style="list-style-type: none"> • Document and share any photography and/or videography of installation process for archival purposes • Deliver materials spec sheet inclusive of graffiti coating and any recommended conservation guidelines • Participate in mural dedication celebration

OPAC Responsibilities

June 2024	<ul style="list-style-type: none"> • Serve as project manager and liaison between Mobile Mural Lab, City of Port Hueneme and Ventura County Library • Execute agreement with Mobile Mural Lab to create <i>Maritime Stories of Port Hueneme</i> at the Ray D. Prueter Library • Support City staff in securing City Council approvals of artist team and draft design proposal
July 2024	<ul style="list-style-type: none"> • Support Ventura County Library in securing project approvals from the Board of Supervisors • Assist Mobile Mural Lab with internship program scope and outreach • The mural will not contain words or images offensive to the community • Secure final design approvals from Mural Committee
August 2024	<ul style="list-style-type: none"> • Coordinate with City and County staff any necessary site prep including landscape modifications
Sept 2024	<ul style="list-style-type: none"> • Assist Mobile Mural Lab with intern selection process • Support City/County with project updates and imagery for web posting • Secure proposed mural installation timeframe for City/County approvals
October 2024	<ul style="list-style-type: none"> • Coordinate interpretive panel design and installation with City/County • Arrange for onsite restroom facilities with City/County staff • Coordinate with Mobile Mural Lab site controls while installing mural • Deliver final mural, materials, paint color spec sheets, and recommended conservation guidelines • Participate in mural dedication and celebration • Coordinate with City and County regarding entry into an agreement between City and County for the City to be responsible for the future cost of mural maintenance and repair for the mural's planned 30-year life span. At the City's sole and exclusive discretion, future mural maintenance and repair may be performed by Artist/Team or any other qualified City contractor. The cost of future mural maintenance and repair is not included in the \$24,000 to be paid to Mobile Mural Lab for mural installation. The agreement between the City and County will provide that the City, in its sole and exclusive discretion, will make the final determination regarding whether it is feasible to repair and/or maintain the mural, and if the City elects not to repair and/or maintain the mural, the City notify Artist of this decision and will restore the exterior Library wall to its original condition, at the City's sole expense.

Fees and Expenses

Fees	<p>Client will pay The Mobile Mural Lab LLC a total of \$24,000 to install a mural at the Ray D. Prueter Library with payments tied to the following benchmarks:</p> <ul style="list-style-type: none"> • \$5,000 upon execution of contract • \$10,000 upon final design approval and delivery of proposed mural installation timeframe • \$5,000 upon 50% completion of mural • \$4,000 upon 100% completion of mural and submission of final paint colors, materials spec sheet and conservation guidelines
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Invoice procedure	Mobile Mural Lab will prepare invoices and submit via this link. https://form.jotform.com/221396452345154 Mobile Mural Lab will complete a W9 for individual or team
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This Artist/Team Agreement (“Agreement”) consists of this form (called “Project”) and the attached terms and conditions. By signing below, the Artist/Team confirms that the Artist understands and accepts the terms of this Agreement, including those relating to payment and responsibilities.

Artist/Team

Signature(s)



Print name(s)

Renée Fox
David Russell

Print Title(s) (if applicable)

Date

June 19, 2024

Client

Signature(s)

Print Title(s)

Date

Terms and Conditions

1. Services and Compensation

1.1 Coordination with Project Manager

Artist/Team is responsible for coordinating Project details, including the Project schedule, with Project Manager. Artist/Team will communicate with Project Manager throughout the Project and will work to amicably and promptly resolve any issues that arise.

1.2 Fees and Expenses

Client will pay the Artist/Team the fees in the amount and at the time specified in the Project Scope.

2. Confidentiality and Data

2.1 Confidentiality

In conducting the Project, the Artist/Team may become aware of sensitive information, including, without limitation, information about students in the Project. Artist/Team will not disclose to any third party any confidential or proprietary information for any purpose other than as needed to implement the Project, without the prior written consent of Client.

2.2 Data Collection

Client may collect, analyze, and disseminate data about its work in order to evaluate the effectiveness of its projects. Artist/Team will cooperate with Client and any consultants or others engaged by Client in connection with the evaluation of its projects' design, execution, and outcomes. Client may publish the results of such evaluations.

3. Program Promotion

3.1 Promotional Materials

Client may develop materials for use in publicizing and conducting Project activities (collectively, "Promotional Materials"). Promotional Materials may include, without limitation, agendas, reference documents, worksheets, brochures, posters, and program evaluation forms. Artist/Team will use Promotional Materials only in connection with the Project and will not, without Client's written consent, otherwise use, copy, or distribute Promotional Materials.

3.2 External Communication

Client may use Artist/Team's name, image, and biography for purposes of promoting the Project on Client's website, Artist/Team Directory, marketing materials, and other outreach-oriented materials relating to the Project.

3.3 Media Release

Client may film, record, and photograph Artist/Team, students, class sessions, and student work. All such video, photographic, audio, written, and other materials created by Client in connection with Project activities and all copyrights in these materials will be the sole or shared property of Client and may be made available by Client, on Client's website, in Client publications, or through any other media, in Client's sole discretion. Artist/Team consents to the use by Client of his or her image, voice, name or story in any format, including video, print, or electronic, as Client may deem appropriate to promote its projects. Final approval from Artist/Team for all outward facing media representing face/voice/activities.

4. Insurance and Indemnification (Exhibit B)

5. Termination

5.1 Termination on Notice

Artist/Team and Client may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Artist/Team and Client may also terminate this Agreement upon a material breach by the other party, effective immediately upon delivery of a written notice to that effect. Client may terminate this Agreement if the results of a background check on Artist/Team are not satisfactory to Client in its sole discretion.

5.2 Effect of Termination

Client and Artist/Team will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2.1, 3, 4.2, 5.2, and 7 will continue in effect.

6. Relationship

6.1 Independent contractor

Artist/Team is and will be an independent contractor. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. As an independent contractor, Artist/Team will not be entitled to or eligible for any benefits that Client may make available to its employees, including, without limitation, coverage under any Client health, liability, or other insurance policies. Artist/Team waives any rights or claims to those benefits.

6.2 Controls over Services

Artist/Team will have control over the method, means, and sequencing of the work Artist/Team performs.

6.4 No Authority to Act for Other

Neither Client nor Artist/Team has the power or authority to bind or obligate the other to a third party or commitment in any manner.

7. General Provisions

7.1 Assignment

This Agreement is intended to obtain the personal services of Artist/Team as an independent contractor and may not be assigned by Artist/Team without the written approval of Client.

7.2 Entire Agreement; Amendment

This Agreement describes Client's and Artist/Teams entire agreement and supersedes all prior or contemporaneous written or oral communications between Client and the Artist/Team relating to the Program. This Agreement may be amended in writing and signed by both the Client and Artist/Team.

7.3 Severability; Waiver

If any provision of this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.4 Copyright

Artist/Team to retain copyright to all art product created in coordination with this project, and grants permissions to Client to reproduce imagery in conjunction with the mural project.

7.5 Governing Law

This agreement is governed by California State law.

EXHIBIT B

INSURANCE REQUIREMENTS

A. Policies. Artist/Team, at its own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

1. Workers Compensation Coverage. Artist/Team shall maintain Workers Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Artist/Team shall require each subcontractor to similarly maintain Workers Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers Compensation policies must be received by the Oxnard Performing Arts Center Corporation (OPAC) at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against (OPAC) and the County of Ventura, its officers, agents, employees and volunteers for losses arising from work performed by Artist/Team for City. This provision shall not apply if Artist/Team has no employees performing work under this Agreement. As an LLC, The Mobile Mural Lab LLC DOES NOT carry/ offer Workers Compensation Coverage.

2. General Liability Coverage. Artist/Team shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. Artist/Team shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Artist/Team arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. Artist/Team shall maintain professional errors and omissions liability insurance for protection against negligent acts, errors or omissions which may arise from Artist/Team's performance of the Services under this Agreement, whether such performance is by the Artist/Team or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000)/ 2m Aggregate per occurrence.

B. Endorsements. Each general liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

1. Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura and its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of Artist/Team, including materials, parts or equipment furnished in connection with such work or operations.

2. This policy shall be considered primary insurance as respects Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura and/or its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura including any self-insured retention by Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura shall be considered excess insurance only and shall not contribute to Artist/Team's insurance.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura, and its elected or appointed officers, officials, employees or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura, its elected or appointed officers, officials, employees, agents or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, or canceled except after thirty (30) days written notice has been received by Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions applicable to Artist/Team must be declared to and approved by Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura. At Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura's option, Artist/Team shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

D. Certificates of Insurance. Artist/Team shall provide certificates of insurance with original endorsements to Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura at all times during the term of this Agreement.

23. Indemnification for Professional Services. Where the law establishes a professional standard of care for performance of the Services, Artist/Team shall indemnify and hold harmless Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura and its officers, employees, officials, volunteers, and agents from and against any losses to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Artist/Team, its officers, agents, employees, or subcontractors (or any entity or individual that Artist/Team shall bear the legal liability thereof) in the performance of professional services under this Agreement. Oxnard Performing Arts Center Corporation, City

of Port Hueneme, and County of Ventura acknowledge that Artist/Team has no up-front obligation to provide a legal defense to the City in connection with this indemnification obligation. To the extent that any Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura loss is determined by a court to be caused by Artist/Team's negligence or willful misconduct, Artist/Team shall reimburse Oxnard Performing Arts Center Corporation, City of Port Hueneme, and County of Ventura for such loss, including reasonable defense costs, proportionate to Artist/Team's comparative fault as determined by the court.