

AGREEMENT FOR COMMISSION OF DIGITAL ARTWORK

GRAND JUNCTION, COLORADO
Community Recreation Center Natatorium

This Agreement is entered into on this 22nd day of September 2025, by and between the City of Grand Junction, Colorado (herein after called “the City”) and Stacey Reynolds (hereinafter called “the Artist”).

Recitals

The City has allocated funding to acquire digital artwork for the Community Recreation Center Natatorium, which will be designed and created by The Artist. The artwork will be submitted as a digital file and printed and installed by another vendor. The Artist was selected by the Commission on Arts and Culture and representatives from the City of Grand Junction from the submissions obtained by a public Call for Artists.

Upon submission and acceptance, the Artwork will become part of the City’s permanent collection, owned by the City (subject to terms hereinafter set forth).

Based on these foregoing recitals and the terms and conditions set forth herein, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF SERVICES

1.1 Artist’s Responsibility

- A. The Artist shall perform all services and be responsible for all expenses and equipment necessary to design and submit the digital Artwork consisting of a design focusing on the Colorado River and the way it connects with the life around it in Grand Junction, as seen in the attached proposal from The Artist.
- B. The Artist’s services shall be performed in a professional, timely, and workmanlike manner, and in strict compliance with all terms and conditions in this Agreement. The Artist is responsible for all costs, expenses, and fees associated with the design and submission of the artwork.
- C. The Artist’s responsibility shall be limited to preparing and submitting the approved digital file. The City will select and contract directly with the installation vendor, who shall be solely responsible for fabrication, installation, and any associated costs. The Artist will cooperate as reasonably necessary to ensure the files are suitable for fabrication and installation, in coordination with the City’s designated representative (“City Representative”), currently Haley Van Camp, Arts & Culture and Adult Recreation Coordinator for the Grand Junction Parks and Recreation Department.
- D. The Artist is an independent contractor and not an agent or employee of the City.

- E. In performance of the work described herein, the Artist shall comply with all applicable federal, State, and City laws, rules, and regulations, including but not limited to applicable copyright, building, and life, health, and safety codes.
- F. The Artist shall indemnify and hold the City harmless from any damage or injury claims made by a third party(ies) arising during the process and caused, or claimed to be caused by such process, including harm to himself, to others, including the public, or to the Artwork arising directly from the Artist's design services, including claims of copyright or intellectual property infringement.
- G. The Artist shall provide the City with a Certificate of Authenticity for the Artwork.
- H. The Artist is solely responsible for the compensation and for the work of every contractor and other person they engage to assist them in discharging the duties under this Agreement. The Artist agrees to engage no person without providing adequate workers' compensation insurance, in amounts required by Colorado law.

1.2 City's Responsibility

- A. The City will provide the Artist with information for the final digital design submission.
- B. The City will provide payment to the Artist in a timely fashion as outlined in the Payment Schedule in Article 5 of the Agreement.
- C. The City will secure any and all required licenses, permits, and similar legal authorizations, at no expense to the Artist, as may be necessary for the installation.
- D. The City will designate a representative (see Article 1, Section 1.1 C above) with whom the Artist should communicate and coordinate when necessary, and the City Representative has the authority to make decisions for the City with regard to the matters described herein, including, but not limited to inspection of any work in progress at the Artist's studio or place of business, determining substantial and final completion of the Artwork, approving payments to the Artist.

ARTICLE 2. DESIGN CHANGES

- A. Final Design Proposal—Following the execution of this contract, the Artist, in consultation with City staff, when necessary, shall develop its original proposal into a Final Design Proposal, which includes: 1.) a working drawing or rendition of the proposed Artwork and its placement at the site; and 2.) the final digital file to be submitted for fabrication and installation.

The Commission on Arts and Culture, or a committee thereof, shall review and approve the Final Design Proposal before the Artist submits the final digital file.

- B. Any significant change to the design of the Artwork, as approved pursuant to Article 2, Section 2.1 above, must be approved in writing by the City. The Artist shall provide proposed changes in writing or graphic communication to the City for review and approval. A significant change is any alteration that materially affects the approved design. Minor changes that do not affect contract time or cost do not require written approval.

ARTICLE 3. COMPLETION DATE

The Artist agrees to complete and deliver the digital Artwork for the Community Recreation Center Natatorium by September 30, 2025.

Late Fees: If the Artist fails to deliver the Artwork file by September 30, 2025, a late fee of \$100 per day will be levied, beginning on October 1, 2025, and continuing at \$100 per day for every day until the day the Artwork is successfully delivered, and the project is accepted by the City as final completion. This late fee shall not apply to delays caused by the City or acts of God.

ARTICLE 4. ACCEPTANCE OF THE ARTWORK

The Artwork will be deemed to be accepted by the City after the following requirements have been met:

- (1) The Artwork is completed and delivered in accordance with this Agreement and the approved design, and the City has verified this; and
- (2) The Artist has delivered to the Commission on Arts and Culture the following:
 - (a) An invoice for the design work
 - (b) Certificate of Authenticity

ARTICLE 5. PAYMENT SCHEDULE

The City shall pay the Artist a fixed fee of \$2,000 (two thousand dollars), which will constitute full and complete compensation for all services performed, materials furnished, and for the artistic value provided by the Artist under this Agreement. If the Artist is in compliance with the terms of this Agreement, then the City will pay the Artist as follows:

- A. One payment of \$2,000 (100% of the total cost of the Artwork).

The City agrees to mail payment described above upon execution of this contract and the delivery of the digital artwork file.

ARTICLE 6. WARRANTY

- A. The Artist represents and warrants that the design of the Artwork is unique and solely the result of the creative efforts of the Artist and is wholly original with the Artist and does not infringe upon or violate the rights of any third party.
- B. The Artist warrants that the Artwork is and shall remain free and clear of all liens, including mechanics liens and encumbrances of the Artist.
- C. The Artist shall not duplicate or offer the same Artwork for sale elsewhere within a 200-mile radius of Grand Junction.

ARTICLE 7. COPYRIGHT

- A. The Artist expressly reserves the rights under common law or under the federal Copyright Act to control the making and dissemination of copies and reproductions of the Work that the court(s) in the venue of this Agreement afford to them, except as specified in Article 6 Section C. The Artist specifically agrees that the City, and its commissions, agents, divisions, employees, and officials may, without further approval from or compensation to the Artist, reproduce the Artwork graphically, in photographs, drawings, or computer-generated images for any City business, including advertising, promotions, visitor and convention activities, and economic development activities. The City agrees that whenever appropriate, such graphic reproductions of the Artwork will include the Artist's name, in such a manner and location as will comply with U. S. copyright law.
- B. The City acknowledges the existence of a 1990 federal law regarding Artist's rights, which limits the City's unilateral ability to modify the Artwork without advance notice to the Artist; however, the Artist agrees that the Artwork, and all components and elements thereof, are the property of the City. The Artist agrees that after the warranty period described in 6.D. expires, the City has the right to unilaterally, without the Artist's knowledge or consent, repair, remove, relocate, replace, sell, or store the Artwork. While it is the City's intent to permanently retain and maintain the Artwork as described herein, over time, future citizens and City Councils may determine that the City should remove it or otherwise dispose of the Artwork, and the City reserves that right. If the City alters, modifies, or changes the Artwork, it will not thereafter represent the altered work as that of the Artist without their consent.
- C. The Artist agrees to indemnify and hold the City harmless from any and all liability arising out of the Artist's violation or claim of violation by any person of any copyright or trademark infringement, whether or not such claim(s) or suit(s) is(are) frivolous.

ARTICLE 8. INDEMNIFICATION

The Artist will indemnify and hold the City harmless from all loss and liability (including attorney's fees, court costs, and all other litigation expenses) for any infringement of the patent rights, copyright, trademark, and all intellectual property claims of any person or

persons in consequence of the City's acceptance of the Artists work or the use by the City, or any of its officers or agents, of articles or services supplied in the performance of the Agreement, whether or not such claim (s) is (are) frivolous.

ARTICLE 9. DEATH OR INCAPACITY

If the Artist becomes unable to complete the terms of this Agreement due to death or incapacitation, such death or incapacitation will not be considered a default of this Agreement on the part of the Artist; however, upon the happening of death or incapacity of the Artist, the City is not obligated to proceed with this Agreement.

In the event of incapacity, the Artist may assign the Artist's obligations and services under this Agreement to another artist of his choosing, but only with the written approval of the City. Alternatively, the City may terminate this Agreement.

In the event of the death of the Artist, this Agreement shall terminate. The Artist's executor shall deliver the Artwork, in whatever form and degree of completion it may be at the time, to the City, along with all materials and supplies purchased for the Artwork's fabrication, if not yet completed. The City has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing; however, the Artist's heirs shall retain the copyright to the Artwork and all rights under Article 8.

ARTICLE 10. TERMINATION OF AGREEMENT

The City may terminate this Agreement if the Artist fails without cause to complete and deliver the Artwork as stipulated in this Agreement. The exercise of a right to termination under this section shall be in writing and shall set forth the grounds for termination. If this Agreement is terminated under this section, the Artist is entitled to retain a 10% fee out of the initial 50% paid to them when the Agreement was executed but shall return to the City all other compensation paid to them under the terms of this Agreement within 30 days of the date of termination. If the Artist fails to return said City funds, the City shall have the right to take possession of the Artwork, in whatever form and degree of completion it may be at the time, and all materials and supplies purchased and obtained by the Artist for the Artwork, and the City has the right to have the Artwork completed and delivered by another artist or fabricator of their choosing. However, the Artist shall retain the copyright to the Artwork and all rights under Article 7.

ARTICLE 11. WRITTEN NOTICE

The parties agree that any notice required by this Agreement shall be given as follows, including notice of a change of address or change in the City Representative:

City: Haley Van Camp, GJ Parks & Recreation
City of Grand Junction
1340 Gunnison Avenue
Grand Junction, CO 81501

Artist: Stacey Reynolds

staceylongrey@gmail.com

970-254-3876
haley.vancamp@gjcity.org

ARTICLE 12. ENTIRE AGREEMENT

The terms and provisions of this Agreement, including attachments and any amendments, represent the entire understanding of the parties with respect to the subject matter of this contract. No representations or warranties are made by the Artist or the City except as herein set forth. The terms of this Agreement may only be altered or modified in writing and signed by both parties.

ARTICLE 13. LAW AND VENUE

The laws of the City of Grand Junction, Mesa County, Colorado, shall govern this Agreement. Any action arising out of or under this Agreement shall be brought in Mesa County, Colorado.

Signed:

DocuSigned by:
By: Stacey Reynolds
E004A93BD9094AC...

Date: 9/22/2025

Stacey Reynolds


staceylongrey@gmail.com

DocuSigned by:
By: Kathleen Franklin
33B968D34D2C4E7...

Date: 9/22/2025

Kathleen Franklin, Senior Buyer
City of Grand Junction
910 Main St, Grand Junction, CO 81501

stacey long reynolds

CERTIFICATE OF AUTHENTICITY

This is to certify that the art identified herein is an original and authentic digital illustration produced by the artist Stacey Long Reynolds. This file has been produced for the use of the City of Grand Junction Community Recreation Center Natatorium.

The installation of this original digital file will be supervised and/or performed and approved by the city. All rights to the image are fully retained by the artist in accordance with the contract. Any unauthorized reproductions or uses beyond those outlined in the contract are in violation of U.S. copyright law.



TITLE OF ARTWORK
ARTIST NAME
IMAGE SIZE
DATE PRODUCED

Fish of the Grand Mesa
Stacey Long Reynolds
553x116in (scaleable vector art in two pieces)
February-September 2025