

**CONTRACT BETWEEN THE CITY OF ANGLETON, TEXAS
AND
ALLISON HEMPHILL FOR CITY OF ANGLETON
CITY BRAND ARTWORK**

This Contract is between the City of Angleton, Texas, a Texas municipal corporation (City), and Allison Hemphill (Artist) for the design of a City of Angleton, Texas City Brand. The foregoing parties are herein collectively referred to as “Parties” and individually referred to as a “Party”. The Artist is willing to furnish artwork and design for the new City Brand pursuant to the terms set forth in this agreement, and the City has selected the City Brand design created by Artist for fabrication, reproduction, and sole use by the City. The art and design created by Artist for the City Brand is referred to as the “Brand” or “City Brand”.

For good and valuable consideration the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

CITY OF ANGLETON CITY BRAND DESIGN

1. The Artist agrees to create, design, and provide to the City the design and artwork for a City Brand (“Brand”) in accordance with the Request For Proposals published in 2020 and the response submitted by Artist. The Brand is solely created by the Artist and provided to the city for use in City branding. City Branding includes use of marketing techniques to give the City a unique identity in the minds of citizens, visitors, commercial entities, and investors, and elements of a City brand identity include culture, visual symbols, slogans, mission and vision and values.

COMPENSATION.

2. The Artist shall not be paid a monetary sum, however, the artwork and design, the City Brand will become part of the City of Angleton public art collection, and City will provide credit to the Artist by publication in print where possible, and permanent recognition on the City website.

3. Artist will create and provide to the City the artwork described in this Contract as the Brand, in conformity with the Proposal and under the terms and conditions of this Contract. Artist agrees to provide the Brand to the City in a digital format immediately upon execution of this Agreement.

OWNERSHIP & TITLE

4. At the time of acceptance by the City, all right, title and interest the Artist has in the City Brand, including but not limited to all derivative rights, shall automatically transfer to the City. Artist represents she has exclusive right, title, and interest in the Brand and its design and will defend and indemnify City and employees from any claim or cause of action based upon a claim of a right, title, or interest in the Brand or its design.

5. The Artist grants to the City and its assigns an irrevocable license to make reproductions of the City Brand for all purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogues or other publications. The Artist grants to the City and its assigns the right to alter or amend the brand as needed for reproduction purposes only, if necessary. All reproductions by the City shall contain a credit to the Artist where possible and as set forth in this Agreement.

6. The Artist shall perform all work under this Contract as an independent contractor and not as an agent or employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City. The Artist shall not represent she is an employee or agent of the City in any capacity. Artist acknowledges and agrees that she will not hold itself out as an authorized agent of the City with the power to bind the City in any manner. The Artist is not entitled to City worker's compensation

benefits and is obligated to pay state and federal income tax on money earned pursuant to this Contract.

COVENANT; LICENSE; REPRODUCTION RIGHTS

7. In view of the intention that the final Work will be unique, Artist on behalf of herself and her successors, assigns, and affiliates, covenants, warrants, and agrees that she will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will endure forever in perpetuity and will survive termination or expiration of the Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Brand, so long as such works do not replicate the exact composition of the City Brand.

8. Artist grants to the City, its successors and assigns, a paid-up, irrevocable, perpetual, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, additional logos, photographs and digital reproductions of the Work for inclusion in the City of Angleton's corporate id package, business cards, letterhead, signage, catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, any similar print item as well as films, television programs, and other electronic, and online media in existence or as developed in the future. The City may include information about the City Brand and Artist on other plaques or materials and in other information as determined by the City.

9. Artist will use the Artist’s best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: “an original Work authorized by and in the public art collection of the City of Angleton.”

ASSIGNMENT AND TRANSFER

10. Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.

11. The Brand and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.

12. The City will have the right to assign or transfer the Contract, and any and all of the City’s rights and obligations under the Contract, without Artist’s consent once ownership of the City Brand is transferred.

13. For copyright ownership under the Federal Copyright Act, Artist conveys to City all rights, title, and interest to all such materials in written, electronic, or other form, prepared under this Contract. City shall have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the Artist or her consultants and subcontractors, unless otherwise restricted by the Contract. The City’s rights granted above are exclusive.

ARTIST’S WAIVER UNDER 17 U.S.C. §106A

14. Scope of Waiver. Artist’s waiver applies to the Work described herein:

(a) Uses Covered. This waiver applies to the following uses: any and all applications in which either the attribution right or the integrity right may be implicated.

(b) Waiver. With respect to works enumerated in subparagraph (a) above for uses enumerated in this Agreement, Artist hereby expressly and forever waives any and all rights arising under 17

U.S.C. §106A, and any rights arising under United States federal law, the laws of any states within the United States, or the laws of any other country that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other type of moral right.

LIABILITY AND INDEMNITY

15. ARTIST HEREBY RELEASES THE CITY AND THE CITY’S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, AND THE AFFILIATES OF AND PERSONS AND ENTITIES RELATED TO ALL OF THE FOREGOING, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE “CITY-RELATED PARTIES”) FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS’ FEES, EXPERTS’ FEES OR OTHER COSTS INCURRED IN CONNECTION WITH INVESTIGATING, PREPARING, PROSECUTING OR SETTLING ANY LEGAL OR ALTERNATIVE DISPUTE RESOLUTION ACTION OR PROCEEDING), EXPENSES, LIABILITIES, ASSESSMENTS, TAXES, COSTS, FEES, LIENS, PENALTIES, FINES, OBLIGATIONS, LOSSES, DAMAGES, JUDGMENTS, OR PENALTIES OF WHATEVER NATURE OR DESCRIPTION, WHETHER KNOWN OR UNKNOWN (COLLECTIVELY “LIABILITIES”) INCURRED BY ANY CITY-RELATED PARTY, WHICH LIABILITIES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, ARISE FROM OR MAY IN THE FUTURE ARISE FROM, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

- (1) ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

FOR PURPOSES OF THIS INDEMNITY AND RELEASE, THE TERM “ARISE FROM” MEANS OCCURS IN CONNECTION WITH OR AS A RESULT OF OR IS CAUSED BY.

ARTIST ACKNOWLEDGES AND AGREES THAT HER OBLIGATION TO DEFEND IN THIS SECTION: (I) IS AN IMMEDIATE OBLIGATION, INDEPENDENT OF THEIR OTHER OBLIGATIONS HEREUNDER; (II) APPLIES TO ANY LOSS WHICH ACTUALLY OR POTENTIALLY FALLS WITHIN THE SCOPE OF THIS SECTION, REGARDLESS OF WHETHER THE APPLICABLE ALLEGATIONS ARE OR MAY BE GROUNDLESS, FALSE OR FRAUDULENT; AND (III) ARISES AT AND CONTINUES AFTER THE TIME NOTICE OF THE LOSS IS TENDERED TO ARTIST.

THIS SUBSECTION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT, IF ANY.

PROMPTLY UPON LEARNING OF ANY CLAIM FOR WHICH IT SEEKS INDEMNIFICATION UNDER THIS CONTRACT, THE CITY SHALL GIVE WRITTEN NOTICE TO ARTIST OF THE CLAIM. ARTIST SHALL BEAR THE COST OF AND SHALL HAVE THE RIGHT TO SELECT COUNSEL OF HER OWN CHOICE. THE CITY SHALL COOPERATE AND ASSIST ARTIST IN INVESTIGATING AND DEFENDING AGAINST THE CLAIM. IF ARTIST DOES NOT PROVIDE THE INDEMNITY AND DEFENSE, OR IF ARTIST DOES NOT MAKE DILIGENT EFFORT TO SETTLE THE CLAIM OR PROVIDE FOR A DEFENSE, THE CITY MAY ASSUME CONTROL OF THE MATTER WITH COUNSEL OF ITS OWN CHOOSING AND EITHER MAKE A REASONABLE SETTLEMENT OF THE CLAIM OR UNDERTAKE A DEFENSE, ALL AT ARTIST’S SOLE COST AND EXPENSE.

TERMINATION

16. The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date. Termination of this Contract will not terminate the license, or any other rights herein granted to City, its successors and assigns.

NOTICES

17. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: Allison Hemphill
415 CR 224
Angleton, TX 77515
Email: alli@allisonadhouse.com

To the City: Chris Whittaker
City Manager, City of Angleton
121 S Velasco
Angleton, TX 77515
Email: cwhittaker@angleton.tx.us

ADDITIONAL TERMS

18. The Artist must comply with any federal, state, and local laws, ordinances, and regulations rules and regulations applicable to the performance of the Artist's services under this Contract.

19. No alteration, change, amendment, or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties and approved by appropriate action of the City.

20. This Contract, regardless of where executed or performed, shall be governed by, and construed according to the laws of Texas. Venue and jurisdiction for any court action filed regarding this Contract shall be in Brazoria County, Texas.

21. None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Artist receiving services or benefits under this Contract shall be only an incidental beneficiary.

22. The provisions of the Contract shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

This Contract represents the entire Contract between the City and the Artist and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both Parties.

23. No representations, agreements, covenants, warranties, or certifications, express or implied, exist as between the Parties, except as specifically set forth in the Contract.

24. If there is a conflict between a provision in Artist's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

25. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

26. If any Party disputes any matter relating to this Contract, the Parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the Parties. The City will pay one-half and Artist will pay one-half of the mediator's fees.

27. Should any Party to this Contract bring suit against another Party for any matter relating to this Contract, neither Party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

Executed this 9th day of February, 2021.

CITY OF ANGLETON, TEXAS

ATTEST:

BY:

Frances Aguilar, City Secretary

Chris Whittaker, City Manager

ARTIST

By: _____
Allison Hemphill

Artist's Additional Contract Documents:

EXHIBIT A Allison Hemphill's City Brand Project Proposal

EXHIBIT B City of Angleton Request for Proposals – Branding for the City of Angleton

EXHIBIT A

ALLISON HEMPHILL

SKILLS



- MARKETING
- BRANDING
- GRAPHIC DESIGN
- SOCIAL MEDIA
- MEDIA RELATIONS
- EVENT MANAGEMENT
- PROJECT MANAGEMENT

EDUCATION



- LOUISIANA STATE UNIVERSITY
Master of Business Administration
Candidate
- UNIVERSITY OF HOUSTON
CLEAR LAKE
Bachelor of Business Administration
Marketing
- ART INSTITUTE OF HOUSTON
Graphic Design

CONTACT



979.481.9118
adwithallison@gmail.com



WHERE I'VE WORKED:

EXECUTIVE DIRECTOR

Angleton ISD Education Foundation | Current

CORPORATE MARKETING DIRECTOR

Integrity Mortgage Group

DIRECTOR OF COMMUNICATIONS

+ INVESTOR DEVELOPMENT

Greater Angleton Chamber of Commerce

A FEW CLIENTS:

- Greater Angleton Chamber of Commerce
- Brazosport Area Chamber of Commerce
- Dees Financial Services
- Hutson Real Estate
- Liberty Tree Realty
- Ileana Riojas . Realty Associates
- Letye Riojas . Realty Associates
- Birdsong Real Estate
- Aplin Homes
- Meridiana
- Book Pagosa
- Natalie Woolsey Toy Drive

MY STORY:

I bleed purple. I graduated from AHS, work for Angleton ISD, built a home in Angleton, and was raised by an Angleton small business owner.

I have had the pleasure of creating everything from simple flyers to complete event packages for many businesses within Brazoria County. And while working in corporate marketing, I created ads featured in national magazines.

I understand the complex needs of a logo, including how to design for scalability and translation across various mediums. And I also understand the importance of an icon, which is why all 3 of my submissions include an "A" that could easily be used independent from the logo. But branding is more than a logo. It is an identity. The story that reflects our history, but also our plans for the future. I am confident I could work hand-in-hand with The City and community members to paint the best image of our story.



EXHIBIT B

Request for Proposals
Branding for the City of Angleton



**Invitation**

The City of Angleton is seeking artists to develop a new compelling City Brand. This invitation requests qualified artists to submit a proposed City brand described below under Branding Requirements. Information shall be prepared and submitted in accordance with the requirements described in this Request for Proposals (RFP). Once designs are compiled, they will be reviewed by City Council for input and direction. After final designs have been established, a public survey will be developed for public input.

The City of Angleton will accept responses to the RFP until 5:00 p.m. on Friday, June 12, 2020, at the following address:

**City of Angleton
Angleton Recreation Center
Attn: Keep Angleton Beautiful
City Branding
1601 N Valderas
Angleton, TX 77515**

If you have any questions regarding the Request for Proposals contact:

**Mrs. Megan Mainer
Parks and Recreation Director
979-849-4364 ext.4101
mmainer@angleton.tx.us**

Background

A few years ago the City recognized the need for City Council and the senior staff team to engage in a deliberate, thoughtful and strategic approach to City planning and priority-setting. Accordingly, in 2018, the Azimuth Group, Inc. (AGI) was retained by the City to support the planning, facilitation, and documentation of an intensive strategic planning workshop. From various collaborative brainstorming exercises, a total of nine common, strategic themes, or goals, emerged as the most important for the City of Angleton's future. One of those strategic themes was to Enhance the Local Economy. Strategic objectives, or tasks, that were identified under this strategic theme included: defining and marketing a compelling Angleton brand, attracting new commercial development and supporting quality residential growth.

A brand is more than a logo. A brand is made up of specific text, color, logo and sometimes even materials. Effective brands tell visitors and residents a story about why an entity exists, distinguishes itself from other companies and it can also aid in establishing company values, mission and vision.

For the past several years, the Keep Angleton Beautiful board has saved funds annually to afford the City an opportunity to rebrand. Fiscal year 2019-2020 a City branding project was approved in the budget and as a result, staff published a request for qualifications, received multiple submissions and ultimately selected Clark Condon, a Houston based landscape architectural firm, to design a new City Brand and develop a Gateway Master Plan. The City and Keep

Angleton Beautiful realized the City of Angleton is in a unique position. We have a quaint friendly spirited community that is on the brink of major growth; we are at a crossroads of sorts.

Clark Condon developed six distinctive designs that were considered in public meetings that were held in July, December and February. Three designs, specifically, honed in on words mentioned from residents including: forward motion, modern thinking, dynamic, aspirational, a nod to the past, positioned for the future, new life and a nurturing community.

On February 4, 2020, Clark Condon representatives and City of Angleton staff held a Town Hall meeting. Public input was given on three final designs. Based on public input Option Three was eliminated from consideration. On March 9, 2020, staff welcomed residents to attend a Keep Angleton Beautiful board meeting to provide input regarding two final designs.

On April 17, 2020, staff published a survey on Facebook, sent a direct email various City Boards and Commissions and posted the survey link on the city website of the two final designs for public input. A total of 1678 individuals took the survey. There were, also, a total of 179 individual initial comments posted on Facebook, not including replies, on Facebook as of May 4 at 1pm. Out of 179 individual initial comments, 133 individuals wanted purple in the color palette, 42 individuals wanted different branding options developed, 36 made comments that were not applicable, or were not measurable, and one liked the brand options.

On May 12, 2020, staff presented the branding survey results along with Facebook comments for direction. City Council directed staff to develop an RFQ to open City Branding to public artists. The criteria specified was that it must include the name Angleton, a heart, purple in the color palette, "Heart of Brazoria County" as well as meet all branding requirements.

Eligibility

The specific goals of the project include the following:

- Local, and surrounding, artists are encouraged to apply.
- This opportunity is limited to Angleton-area, and regional artists (living/working within 70-mile radius of Angleton, Texas).
- Artists who apply in teams will have the opportunity to work collaboratively on their design. All artists contributing to a team project will receive equal recognition for their artistic input.
- Staff members, board members, advisory board members, City Council members and/or family members of City of Angleton are eligible to apply.

Duration

The Request for Proposals will be posted for thirty (30) days.

Scope of Work

The scope of work will be finalized once an artist is selected. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as part of the final agreement but is intended to provide general information to firms wishing to submit proposals. To ensure functionality with respect to size, scalability, adaptability to various formats, materials, etc., the selected may be revised to fit the City's needs.

1. *Resume and/or Biography/Artist Statement:* A current résumé that outlines your professional accomplishments as an artist. If applying as a team, please submit a resume for each artist, with the lead artist's resume first. If you select to submit a biography/artist statement, please do not exceed 500-word maximum.

2. *Letter of Intent*: Include a description of how the artist or artist team meets the criteria listed in the RFP. Please do not exceed 500-word maximum.

3. *Design for City Brand*: Must include the following design requirements within the RFP.
 - a. The name Angleton
 - b. A heart within the logo
 - c. Purple in the color palette
 - d. "Heart of Brazoria County" as the tagline
 - e. File format: Adobe Illustrator, or compatible vector format

Fonts and colors within the palette must be specified. Incomplete or ineligible applications will not be considered. Please do not submit hard copies.

Submission Guidelines & Design Considerations

- The art must be a new original piece of work.
- The art may be representational or abstract, but may not contain advertising, religious art, sexual content, negative imagery, or convey political partisanship.
- Submitted designs must illustrate an original graphic design.
- All submissions must be provided digitally.
- Artists may submit up to (3) designs for consideration.

Additional Information

Completed artwork will become a part of the City of Angleton’s Public Art collection and will be owned by the City. Selected artists will sign a licensing agreement and participation waiver with the City of Angleton.

Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award.

Task	Start
RFP Issue Date	May 14, 2020
Proposal Submittal Deadline	June 12, 2020
City Council Review	June 23, 2020
Design Survey Posted	June 26, 2020
Design survey Closed	July 3, 2020
City Council Recommendation & Approval	July 14, 2020