



Roll Call Number

20-1576

Agenda Item Number

33

Date October 5, 2020

APPROVAL OF AGREEMENT BETWEEN THE CITY, DES MOINES PARKS & RECREATION FOUNDATION, AND PROJECT 7 DESIGN, INC., REGARDING DESIGN SERVICES FOR E911 AND TRAIL SYSTEM IDENTITIES SIGNAGE

WHEREAS, the City Parks and Recreation Department has created preliminary designs for, and desires to obtain design services for further refinement and finalization of, designs for emergency call signs and trail signs specific to the Neal Smith, Bill Riley, Meredith, Gay Lea Wilson, Martin Luther King, Jr. Parkway, Trestle to Trestle, John Pat Dorrian, Carl Voss, and Walnut Creek Multi-Use Recreational Trails within the City of Des Moines ("the Signage"); and

WHEREAS, sufficient funds are not currently available to procure the Signage design services; and

WHEREAS, the Des Moines Parks & Recreation Foundation ("Friends") is a non-profit 501(c)3 organization with a mission to preserve, protect, improve, and promote the use of Des Moines parks, greenways, and recreational programs for the benefit of all; and

WHEREAS, the Friends has sufficient funds in place to pay the costs of such design services and desires to cooperate with the City by providing the funds and being responsible for and paying Project 7 Design, Inc. for the costs of such Signage design services for the benefit of the citizens of Des Moines; and

WHEREAS, the Friends and Parks and Recreation Department desire that the Friends be granted a license to use certain of the Signage designs for purposes of selling clothing and collectible items for fundraising; and

WHEREAS, Parks and Recreation Department staff, Friends and Project 7 Design, Inc. have negotiated an agreement for such design services, a copy of which is on file with the City Clerk's Office; and

WHEREAS, the City desires to accept such donation from the Friends and to receive the Signage services described in this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that the Agreement between City of Des Moines, and Des Moines Parks & Recreation Foundation and Project 7 Design, Inc. Regarding Design Services for E911 and Trail System Identities Signage, a copy of which is on file in the City Clerk's Office, is hereby approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City and the City Clerk is authorized and directed to attest to his signature.



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(Council Communication No. 20- 418)

Moved by Gatto to adopt.

APPROVED AS TO FORM:

/s/ Ann DiDonato
Ann DiDonato
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED

J. M. Franklin Cownie
Mayor

P. Kay Cmelik

City Clerk

AGREEMENT
BETWEEN
CITY OF DES MOINES
AND
DES MOINES PARK & RECREATION FOUNDATION
AND
PROJECT 7 DESIGN, INC
REGARDING DESIGN SERVICES FOR E911 AND TRAIL SYSTEM IDENTITIES
SIGNAGE

THIS AGREEMENT, entered into on the 5th day of October, 2020, between the City of Des Moines, Iowa, acting through its Parks and Recreation Department (“**City**”), Des Moines Park & Recreation Foundation, d/b/a Friends of Des Moines Parks, an Iowa non-profit corporation (“**Friends**”), and Project 7 Design, Inc. an Iowa corporation (“**Project 7 Design**”).

WHEREAS, the City Parks and Recreation Department has created preliminary designs for, and desires to obtain design services for further refinement and finalization of, designs for trail signs that include the following information: Name of Trail, USNG E911 number (“911”), quarter mile markers, jurisdiction of trail, jurisdiction phone number (“**the Signage**”), plus designs for trail graphic identities specific to the Neal Smith, Bill Riley, Meredith, Gay Lea Wilson, Martin Luther King, Jr. Parkway, Trestle to Trestle, John Pat Dorrian, and Walnut Creek Multi-Use Recreational Trails within the City of Des Moines (“**the Trail Graphic Identities**”); and

WHEREAS, sufficient funds are not currently available to procure all of the Signage and Trail Graphic Identities design services (collectively “**the Design Services**”); and Services pursuant to the terms of this Agreement; and

WHEREAS, the Friends is a non-profit 501(c)3 organization with a mission to preserve, protect, improve, and promote the use of Des Moines parks, greenways, and recreational programs for the benefit of all; and

WHEREAS, the Friends has sufficient funds in place to pay the costs of the Design Services to be provided by Project 7 Design, and desires to cooperate with the City by providing the funds and being responsible for and paying Project 7 Design for the costs of Design Services, pursuant to the terms of this Agreement, for the benefit of the citizens of Des Moines; and

WHEREAS, the Friends and City desire that the Friends be granted a license to use certain of the Trail Graphic Identities designs for purposes of selling clothing and collectible items for fundraising; and

WHEREAS, the City desires to accept such donation from the Friends and to receive the Design Services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

I. FRIEND RESPONSIBILITIES

- A. The Friends agrees to provide payment in the total amount of up to \$44,460.00, to be paid to Project 7 Design within 30 days of approval by the City of invoices submitted by Project 7 Design for the Design Services.
- B. However, if the actual costs for the Design Services exceed \$44,640.00, the Friends agrees to provide an additional amount of funds as payment to Project 7 design, as determined by the City Parks and Recreation Director and agreed to by the Friends, not to exceed \$50,000.00.

II. CITY RESPONSIBILITIES

- A. The City agrees to promptly review and either approve invoices from Project 7 Design, or notify Project 7 Design of any concerns or deficiencies in such invoice. Upon approval, the City shall provide approved invoices from Project 7 Design to the Friends.
 - 1. Upon completion of the Trail Signage designs, and completion of this Agreement, the City agrees to grant the Friends a third party non-exclusive, royalty free, license to use the Trail Graphic Identities designs for a period of 10 years, on clothing and collectible items, flags, and face masks, as further described in such license.
 - 2. Friends recognition will be provided on Phase 1 Trail signage, which may or may not include the Friends Logo, at the sole discretion of the City Director of Parks and Recreation. If the Friends Logo is placed on the Trail signage, Friends shall be responsible for the costs of replacement of such signage if the friend's logo is changed or modified.
 - 3. Project 7 Design and the City will agree upon a digital file format for each deliverable stated in Exhibit A.
 - 4. At the start of the project, the City agrees to give Project 7 Design the initial designs for Phase 1 and Phase 2 for finalization for the Signage and the Trail Graphic Identities by digital file format agreed upon by both parties.

III. PROJECT 7 DESIGN RESPONSIBILITIES

A. SCOPE OF SERVICES

Project 7 Design agrees during the term of this Agreement to provide to the City, under the terms and conditions set forth in this Agreement and in the Scope of Services as described in **Exhibit A** of this Agreement.

B. ADMINISTRATION

Parks and Recreation Department Planner Derek Hansen shall be the City liaison officer between the City and Project 7 Design for the purpose of administration of the Design Services to be performed under this Agreement. The services to be performed by Project 7 Design shall at all times be subject to the general supervision of the City liaison.

C. PRICES AND PAYMENT

Project 7 Design's fee for all work performed under this Agreement (Scope of Services) is not to exceed \$44,600.00, which includes all supply and travel costs. In the event that the City and Project 7 Design agree to services beyond the Scope of Services, Project 7 Design's hourly rate as stated in the Scope of Services shall be the basis for additional fees if the City requires work in addition to the Scope of Services. Additional work, if any, must be by written amendment signed by both parties.

D. CONFERENCES AND MEETINGS

Conferences and meetings with City staff shall be held from time to time as the performance of this Agreement progresses at a mutually convenient location at the request of the City liaison. Project 7 Design shall prepare and present such information as may be pertinent or necessary to enable the City liaison to pass critical judgement on the features and progress of services performed under this Agreement.

E. WARRANTY AND INDEMNIFICATION

Project 7 Design warrants and represents that to the best of its knowledge, all work performed under this Agreement is original and has not been previously published and does not violate the intellectual or other rights of any third party.

Project 7 Design shall indemnify, defend, save and hold the City of Des Moines harmless from any claim, lawsuit or property occurring in the course of Project 7 Design's provision of services unless the claim, lawsuit or liability arises as a result of the sole negligence of the City.

Project 7 Design shall maintain liability insurance with a minimum coverage level of \$500,000 per occurrence and in the aggregate to ensure its ability to carry out the above indemnification clause.

F. OWNERSHIP OF WORK

The City shall own all right, title and interest in the work created under this Agreement, including all copyright rights. All work created by Project 7 Design under this Agreement is "work made for hire". In the event that any work is not a "work made for hire", Project 7 Design hereby assigns and transfers all right, title, and interest in the work, including any copyright in the work, to City effective as of the date that the work was created. All rights granted by this agreement are applicable in all devices, media or modes of communication, whether now known or hereafter created, throughout the universe. Project 7 Design agrees to cooperate and execute any assignments or other document necessary to secure total ownership rights in the work, including copyright, if requested by City. All work prepared under this Agreement is the property of the City and will be delivered by Project 7 Design upon completion, or, termination of the services.

G. TERMINATION

If the City determines in its discretion that Project 7 Design is not performing satisfactorily in accordance with the terms and conditions of this Agreement, or that further performance by Project 7 Design under this Agreement is no longer beneficial to the City, the City may terminate Project 7 Design's services under this Agreement by giving Project 7 Design written notice of such termination upon no less than thirty (30) days prior written notice. In said event, Project 7 Design shall be paid for all services rendered by Project 7 Design prior to notice of such termination, subject to Project 7 Design delivering all work products and supporting documentation developed up to the time of termination prior to the City rendering final payment for service.

H. NON-DISCRIMINATION

Project 7 Design shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, disability or familial status and shall furnish evidence of compliance with this provision when so requested by the City.

I. LAWS, REGULATIONS AND CODES

Project 7 Design hereby agrees that all work done as part of this Agreement, which is subject to current Federal, Iowa State, or Local Laws, Regulations, and/or Codes, shall comply with such applicable Laws, Regulations, and or Codes.

J. INDEPENDENT CONTRACTOR

Project 7 Design is an independent contractor and not an agent, officer or employee of the City and shall not be or represent itself to be agent, employee, partner or joint venture of the City. Nothing in this Agreement creates an employment relationship between the City of Des Moines, Iowa and Project 7 Design.

IV. GENERAL

A. TERM OF AGREEMENT

The term of this Agreement shall be from October 6, 2020 until October 1, 2021. This Agreement may be extended beyond October 1, 2021, for up to two (2) one (1) year terms upon the mutual written agreement of the parties and subject to available funding to continue said Agreement.

B. CHOICE OF LAW

This Agreement will be governed by and interpreted and construed in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa. If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

A. FORCE MAJEURE

Except for any payment obligations, no party hereto will be liable for any failure or delay in performing under this Agreement where such failure or delay is due to causes beyond its reasonable control, including natural catastrophes, governmental acts or omissions, laws or regulations, war, terrorism, labor strikes or difficulties, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

B. NOTICES

Notices required by this Agreement shall be deemed given when either party delivers in writing via regular mail or email to the parties at the following addresses:

City:

Parks and Recreation Department
Ben Page, Director
1551 East MLK Jr. Parkway
Des Moines, Iowa 50317
brpage@dmgov.org

Friends:

Des Moines Park & Recreation Foundation
Executive Director
1551 East MLK Jr. Parkway
Des Moines, Iowa 50317
sarah@friendsofdmparks.org

Project 7 Design:

Project 7 Design
Director
222 East 3rd Street
Des Moines, Iowa 50309
kat@p7design.com

C. DISCRIMINATION.

Project 7 Design hereby acknowledges and agrees to comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code. Contractor specifically agrees not to discriminate against any employee or applicants for employment, or to deny to any person the services, advantages, facilities or privileges offered under this Agreement, on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, gender identity, familial status, or disability.

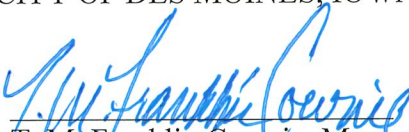
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, therefore.

DES MOINES PARK &
RECREATION FOUNDATION

CITY OF DES MOINES, IOWA



Sarah Lohmeier, Executive Director



T. M. Franklin Cowrie, Mayor

PROJECT 7 DESIGN, INC.



Katherine Hutchison, Director

APPROVED AS TO FORM:

ATTEST:



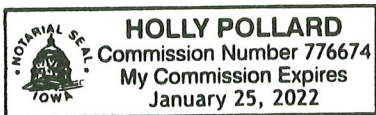
Ann DiDonato, Assistant City Attorney

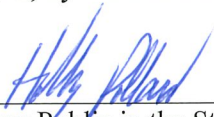


P. Kay Cmelik, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 30th day of September, 2020 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared SARAH LOHMEIER, to me personally known, who, being by me duly sworn, did say that she is the EXECUTIVE DIRECTOR of DES MOINES PARK & RECREATION FOUNDATION, an Iowa non-profit corporation, executing the foregoing instrument; that (the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the limited liability company by authority of its managers; that DES MOINES PARK & RECRETION FOUNDATION acknowledges the execution of the instrument to be the voluntary act and deed of the limited liability company and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

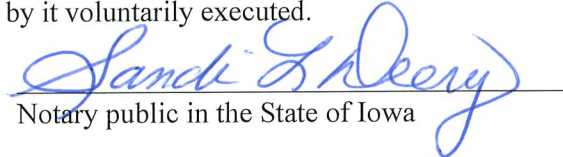




Notary Public in the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF POLK)

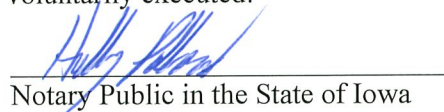
On this 5th day of October, 2020, before me, the undersigned, a Notary Public, personally appeared T. M. FRANKLIN COWNIE, Mayor, and P. KAY CMELIK, City Clerk, to me personally know, who being by me duly sworn, did state that they are T. M. FRANKLIN COWNIE, Mayor, and P. KAY CMELIK, City Clerk, respectively of the City of Des Moines, and that the seal affixed to the foregoing instrument is the seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of Roll Call No. 20-1576, on Oct 5, 2020, execution of the instrument to be the voluntary act and deed of the City of Des Moines, by it voluntarily executed.


Notary public in the State of Iowa



STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 30th day of September, 2020 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared KATHERINE HUTCHISON, to me personally known, who, being by me duly sworn, did say that she is the DIRECTOR of PROJECT 7 DESIGN, INC., an Iowa corporation, executing the foregoing instrument; that (the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the limited liability company by authority of its BOARD; that PROJECT 7 DESIGN, INC. acknowledges the execution of the instrument to be the voluntary act and deed of the corporation, by it voluntarily executed.


Notary Public in the State of Iowa

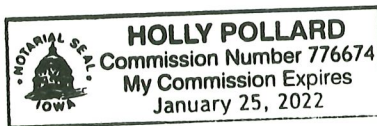


Exhibit A

E911 Project Scope of Work- PROJECT 7 DESIGN(P7)

PROJECT OVERVIEW

This project will provide the City of Des Moines Parks and Recreation Department (City) with emergency 911 signage (signs) for the City's regional multi-use trail system (Trails). The signs will create a cohesive system for emergency response and graphic identity for the Trails. This Scope of Work includes all necessary research, project management & final print-ready files. All final selected designs & identity marks become property of the City of Des Moines. Fees are based on an hourly rate of \$95/hour. All projects are tracked, and client is billed only for hours used.

The Scope and fees do not include cost of producing the signs.

PHASE 1-E911 Base Signage

Phase 1 includes development of the base sign that shall be modified per location but remain generally similar throughout the trail system. Each location will have 2 signs with identical information mirrored from one another.

P7 SHALL:

be responsible for finalizing the E911 base signage template and design standards booklet using previous work done by the City of Des Moines Parks and Recreation Department.

BASE SIGN TEMPLATE

- 1) Final design must include placeholders for the hierarchy of information in following order from high to low: Name of Trail, E911 Number, 1/4-mile marker corresponding with install location along the trail, Jurisdiction of trail and Jurisdiction phone number.
- 2) designs will include at least 2-3 sign layouts that offer different options for the selection of the final design. The City will review and approve layouts to determine final design.
- 3) Final design will be exported into approx. 150 custom signage layouts with different USNG-E911 numbers and mile markers collected by the City. Each signage layout will have a mirrored version to bring the total number of layouts to approx. 300 layouts
- 4) Final design will be laid out for best visual interpretation for all trail users by accommodating to a variety of different install locations along Trails and final design will consider layout for future trails.

- 5) design should differ but acknowledge already existing signage on Trails. This include the Central Iowa Trails Signage, Medallion, Trail Info Hubs, and Directional Signage.
- 6) designs will consider drill/screw placements as well as the placement of Phase II elements in the Phase I design.

DESIGN STANDARDS BOOKLET

- 1) Finalized graphic standards for Final Base Sign Template will include the following: dimensions and font styles, variable length considerations (Trail names, E911 numbers, etc.), color palettes, spatial qualities, legibility and hierarchy of information, placement and legibility of signage for a multitude of trail users, Drill/screw placements, phase II placeholder placements, considerations for future/other designers, any other elements determined through design process and overall design of final template design.
- 2) Finalized Design Standards Booklet for Phase I will be accepted and approved by the City.

DELIVERABLES:

Deliverables digital file formats and delivery for Phase I will be determined and agreed upon by the City and P7.

TIMELINE

Base Sign Template

- October 5, 2020 - Approval of project
- October 9, 2020 - 3 options sent to client for review
- October 16, 2020 - Option selection/edits due to P7
- October 20, 2020 - Revisions sent to client for review
- October 23, 2020 - Final approval of signage
- October 24, 2020 - Final assets sent to City

Design Standards Guidebook

- October 26, 2020 - Final Guidebook sent to City

BASE SIGN TEMPLATE

- 1) **(1 Digital File):** at least 2-3 Concepts for template design options for review to determine final layout
- 2) **(1 Digital File):** Final Package Base Sign Template
- 3) **(Approx. 300 Digital Files):** Final Signage Layouts: Final number of signs to be determined and agreed upon by the City and P7. *(approx. 150 custom layouts with 1 mirrored layout for each custom layout)*

DESIGN STANDARDS BOOKLET

- 4) **(1 Digital File):** Packaged Base Sign Template Design Standards Booklet

PHASE 2- Trail Graphic Identity

Phase 2 includes nine (9) individual graphic identities (graphic(s)) for nine (9) specific, pre-determined trail segments as outlined below. These identities shall tie directly into the Phase 1 base sign layouts. This will also include a design standard booklet for future trail graphic identities.

P7 SHALL:

be responsible for developing nine unique and cohesive graphics for the nine (9) pre-determined trails. Each graphic is to represent the corresponding trail and the trail's significance to the City of Des Moines. Each design will follow a set of standards set by Project 7, developed and agreed upon with the City, and the Friends.

TRAIL GRAPHIC IDENTITIES

- 1) Process will include public input in terms of a questionnaire, questionnaire will be hosted on wufoo.com with a link to the questionnaire posted on Parks and Recreation Department Social media accounts. Questionnaire will also be available through the Friends event "FORE!" via a flyer created by Project 7 for the purpose of distributing the questionnaire. The City will receive a copy of the questionnaire results for documentation.
- 2) Design and develop 9 unique and cohesive graphics for the following trails, based upon preliminary designs provided by the Parks and Recreation Department:
 - Neal Smith Trail
 - Bill Riley Trail
 - Carl Voss Trail
 - Meredith Trail
 - Gay Lea Wilson Trail
 - MLK Jr. Parkway Trail
 - Trestle to Trestle Trail
 - John Pat Dorrian Trail
 - Walnut Creek Trail
- 3) Each graphic will be presented with at least 2-3 design options/concepts to the City Final sign layout
- 4) Each graphic will represent the trail and the trail's significance to the City of Des Moines. Each graphic will be reviewed by an agreed upon review committees and timeframes. These will be discussed and agreed upon by the City, The Friends, and P7.
- 5) Each graphic will follow a set of standards (fonts, colors, style, etc.) determined by Project 7 and should match design styles and precedents set by phase I of this project and vis versa. Approved by The Friends and the City.

DESIGN STANDARDS BOOKLET

- 1) Finalized graphic standards for graphics will include the following, if needed, as determined by the City,: dimensions and font styles, variable length considerations, color palettes, spatial qualities, legibility and hierarchy of information, placement and legibility of signage for a multitude of trail users, Drill/screw placements, phase I placeholder placements, considerations for future/other designers, any other elements determined through design process and overall design of the graphic identity.
- 2) Finalized graphic standards for graphics clearly state design elements that create constancy across the trail graphics.
- 3) P7 will help develop at least 5-6 marketable opportunities & ideas for branded items that promotes the Friends.
- 4) Instructions on how to execute layout for adding the graphics to the base sign template.
- 5) Finalized Design Standards Booklet for Phase II will be accepted and approved by the City.

DELIVERABLES:

Deliverables digital file formats and delivery for Phase II will be determined and agreed upon by the City and P7.

TIMELINE

Questionnaire

- September 18, 2020-Questionnaire Distributed
- September 25, 2020-Questionnaire Closed
- October 6, 2020-Questionnaire Data and report sent to City

Neal Smith Trail

Bill Riley Trail

Carl Voss Trail

- November 30, 2020 - 3 options sent to client for review
- December 7, 2020 - Option selection/edits due to P7
- December 14, 2020 - Revisions sent to client for review
- December 21, 2020 - Final approval of trail identities
- December 23, 2020 - Final assets sent to City

Meredith Trail

Gay Lea Wilson Trail

MLK Jr. Parkway Trail

- January 11, 2021 - 3 options sent to client for review
- January 18, 2021 - Option selection/edits due to P7
- January 25, 2021 - Revisions sent to client for review

February 1, 2021 - Final approval of trail identities
February 8, 2021 - Final assets sent to City

Trestle to Trestle Trail
John Pat Dorrian Trail
Walnut Creek Trail

March 1, 2021 - 3 options sent to client for review
March 8, 2021 - Option selections/edits due to P7
March 15, 2021 - Revisions sent to client for review
March 22, 2021 - Final approval of trail identities
March 29, 2021 - Final assets sent to City

Design Standards Booklet

April 5, 2021 - Final assets sent to City

TRAIL GRAPHIC IDENTITIES

- 1) **(1 Digital File):** Questionnaire results for each individual trail segment
- 2) **(9 Digital File): One Digital File for each designated trail:** at least 2-3 design options/concepts
- 3) **(9 Digital File): One Digital File for each designated trail:** Final Graphics

DESIGN STANDARDS BOOKLET

- 4) **(1 Digital File):** Packaged Graphics Design Standards Booklet