

Master Services Agreement

This Master Services Agreement is made on November ____, 2022 (the "Effective Date") between Katie Stensberg, d/b/a Kasten Mural Co., with its principal place of business at 2355 N. 82nd St., Wauwatosa, WI 53213, ("Agency") and City of West Allis, with its principal place of business at 7525 W Greenfield Ave, West Allis, WI 53214 ("Client").

1. Services

- a. The Client hereby retains the services of Agency to assist with the implementation of various art programs associated with the City of West Allis Artscape Leadership Group, which may include but is not limited to, utility boxes, murals, sculptures and public street art, in order to provide unique and unforgettable experiences for visitors.
- b. The services rendered will be done in multiple parts ("the Deliverables"), to ensure quality assurance and to manage scope at every milestone. Each Deliverable of Agency's projects ("the Work") shall be presented and approved by the Client before the Work proceeds to the next phase.

2. Statements of Work

The Agency shall describe all Deliverable(s) to be provided under this agreement in its own Statement of Work, each one including:

- a. a full description of the particular Deliverable(s) provided under the Statement of Work
- b. the applicable Fees and Payment Schedule, including any milestones and milestone payments if applicable, for the particular Deliverable(s)
- c. the service levels and acceptance criteria for the particular Deliverable(s)
- d. a timeline for providing the particular Deliverable(s), and
- e. a unique identification number for the Statement of Work and explicit reference to this Master Services Agreement.

3. **Integration.** A Statement of Work that is signed by both parties will be deemed an integrated part of this agreement.
4. **Severable.** The parties may terminate any individual Statement of Work without affecting the remaining agreement or any other Statement of Work.
5. **Conflict of Terms.** If there is a conflict between the terms of this agreement and any Statement of Work, the Statement of Work will control.
6. **Additional Statements of Work.** The Client may request additional services by written notice to Agency reasonably detailing the requested services. Upon receipt of such request, the Agency shall provide the Client with estimated fees and timeline for the requested

services. If the Client agrees with the proposed services and fees, the parties shall execute a new Statement of Work.

- 7. Compensation.** The Client shall compensate Agency for each Invoice according to the fee schedules listed in the applicable Statements of Work (the "Compensation").
- 8. Disbursements.** Both parties agree that an exhaustive list of all expenses/disbursements in a complex project cannot necessarily be predicted at the outset. The Client shall agree to the reimbursement of reasonable disbursements incurred by Agency in pursuit of the Deliverables outlined in the applicable Statements of Work. Agency agrees to make every reasonable attempt to predict reasonable expenses and manage scope at all stages of the Work, including taking all reasonable efforts to ensure that expenses and deliverables are consistent with agreed upon Statement(s) of Work.
- 9. Vendors.** Client shall pay all vendors directly, and Agency shall not take on any sub-contractors, such as artists, lift rental companies, etc. in pursuit of the Work. In order to ensure that all vendors are paid in a timely manner, however, Client agrees to issue checks to vendors at the beginning of each Statement of Work, or as soon as quotes are obtained from vendors/artists, and place those checks in the possession of the Agency, who will then issue the payments to the applicable vendors in the service of project management for the work. This is to ensure that all vendors on the job are paid in a timely manner. Both parties shall agree in advance the dates or deliverables upon which checks will be released to vendors/artists.
- 10. Payment of Compensation.** Agency shall invoice the Client at each milestone as presented in the Statement of Work. The Client shall pay each invoice to Agency within thirty (30) Business Days after receiving each invoice. Work shall not begin on subsequent Statements of Work until payment is received in full for previous milestones, so Client will endeavor to make timely payments in accordance with the agreed upon statement of work.
- 11. Term and Renewal.** The term of this agreement will begin on November 21, 2022 and continue for twelve (12) months, unless terminated earlier. This agreement does not automatically renew at the conclusion of the term. Client and Agency must establish a new agreement or affirmatively renew this agreement at the conclusion of the term.
- 12. Cooperation.** The parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties. All press releases and other public announcements must be approved by the Client prior to release. The parties will not unreasonably withhold or delay their consent to press releases or public announcements.
- 13. Termination.** Either party may terminate this agreement or any Statement of Work on seven (7) Business Days' notice to the other party for any reason. Each party may terminate this Agreement or a Statement of Work by delivering notice of the termination to the other party pursuant to Section 21- Notices. On termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

14. Termination for Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

15. Delays. Agency reserves the right to change the timing, delivery and payment schedules of Deliverables if payment is not received in a timely manner, or if other material terms of this Agreement are not met. The Client agrees that time is of the essence in the work described, and will provide approvals within three (3) days of initial request and payments according to the payment schedule listed in items 9 and 10 above in order to keep the work on schedule pursuant to the Statement of Work. Client reserves the right to change the timing, delivery, payment, or schedule if workmanship or deliverables do not meet the Statement of Work.

16. Intellectual Property Ownership. Agency assigns to the Client all copyright and trademark (Intellectual Property) in anything created or developed by Agency or agency vendors specifically for The Client under this Agreement. Agency grants to the Client a license to use Agency's Intellectual Property, as incorporated into the work product prepared under this Agreement, for The Client's purposes. The Agency will not use any of the Intellectual Property for the benefit of any other party without the Client's prior written permission.

To the extent the work product prepared under this Agreement incorporates Intellectual Property owned by Agency or licensed to Agency with a right to sublicense, Agency retains any and all rights Agency may have in its Intellectual Property.

17. Payment Obligations. Even after termination or expiration of this agreement, each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

18. Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all the parties' previous discussions, understandings, and agreements relating to the subject matter.

19. Amendment. This agreement can be amended only by a writing signed by both parties.

20. Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

21. Notices. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the party's address specified in this agreement.

22. Governing Law. This agreement, and any dispute arising out of any Statement of Work, shall be governed by laws of the State of Wisconsin.

23. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement or a Statement of Work for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against.

24. Waiver. Neither party's failure or neglect to enforce any of rights under this agreement will be deemed to be a waiver of that party's rights.

25. Severability. If any part of this Statement of Work is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

This agreement has been signed by the parties.

CITY OF WEST ALLIS

KASTEN MURAL CO.

Name: Shaun Mueller
Title: Development Project Manager
Date:

Name: Katie Stensberg
Title: Director
Date:

Approved as to form:



Name: Nicholas S. Cerwin

Title: Principal Assistant City Attorney

Date: 11/18/2022

Countersigned at West Allis, Wisconsin this _____ day of November 2022, and I hereby certify that provisions have been made to pay the liability that will accrue under this Agreement by the City of West Allis.

By: _____

Jason Kaczmarek

Finance Director/Comptroller