

# MURAL PROJECT MANAGEMENT AGREEMENT

This Agreement is entered into this 27th day of January, 2026, by and between: City of El Mirage, a municipal corporation located at [City Address] (hereinafter referred to as the “City”), AND West Valley Arts Council, a nonprofit arts organization with a principal place of business at [WVAC Address] (hereinafter referred to as the “Project Manager” or “WVAC”).

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## 1. Purpose

The purpose of this Agreement is to outline the responsibilities of WVAC as the project manager for a public mural project commissioned by the City, located at 12013 W. Thunderbird. WVAC will oversee all aspects of the mural's development, from artist selection through final installation and documentation.

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## 2. Scope of Work

The Artist agrees to design and complete a mural (the “Work”) in the “Greetings From...” postcard style to be displayed at the location of 12013 W. Thunderbird, on the east facing wall, in accordance with the following specifications:

- Dimensions: up to 12 x 44
- Materials: paint on large canvas (up to 4 x 6), digitized for vinyl application
- Suggested Design Themes:
  - Agriculture
  - Agua Fria River
  - Air Force
  - Community
  - Established 1951
  - Family
  - Gateway to the NW Valley
  - Grand Avenue
  - Latino Culture, Heritage
  - Railroad

### 3. Total Project Budget

The City agrees to allocate a total project budget not to exceed **\$25,000**, which shall be managed by WVAC and distributed as follows:

- **Artist Finalist Stipends:** \$1200
  - Three (3) selected finalists will each receive a stipend of \$400 to develop a final concept.
- **Selected Artist Fee:** \$8000
  - Paid to the artist whose concept is selected for execution.
- **3rd Party Printing and Installation:** \$10,000
- **WVAC Project Management Fee:** 20% of total project cost
  - Covers administration, artist and contractor coordination, contract management, and reporting.

WVAC shall provide a project budget summary to the City upon request, outlining actual disbursements.

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### 4. Responsibilities of WVAC

WVAC shall be responsible for:

- Developing and distributing a Call for Artists
  - Facilitating a selection panel to choose three finalists
  - Developing a rubric for use by panelists
  - Administering stipends to finalists for concept development
  - Coordinating review and selection of the final mural design
  - Executing an artist agreement with the selected artist
  - Managing coordination with 3rd party printing and installation company
  - Managing the project timeline, approvals, and communication
  - Supporting mural production and documentation
  - Ensuring legal, original, and high-quality work is delivered
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## 5. Artist Agreement Requirements

WVAC agrees to require that the selected artist enters into a written agreement including the following:

- **Original Work Requirement:** Artist certifies that all artwork submitted and created will be 100% original, not generated or altered using artificial intelligence (AI) or AI-assisted tools.
  - **Copyright & Licensing:** The artist retains copyright but grants the City and WVAC a royalty-free, non-exclusive license to use images of the mural for non-commercial, promotional, and educational purposes.
  - **Public Engagement:** Artist will participate in community or public input sessions if requested.
  - **Insurance:** Artist must provide proof of general liability insurance as specified.
  - **Milestones:** Payments will be tied to progress and completion milestones outlined in the artist contract.
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## 6. Pre-Installation Costs

The City shall be responsible for **noted costs related to pre-installation**, including but not limited to:

- Communication and coordination with building site owner
- Equipment rentals (e.g., scaffolding, lifts)
- Site preparation
- Permits
- Surface priming/sealing (if applicable)
- Traffic control or public safety coordination

WVAC will coordinate with the City to support logistics but will not be financially responsible for these items.

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## 6. Project Timeline *(Tentative and subject to change by mutual agreement)*

- Call for Artists Issued March 16
- Deadline for applications and concept submissions May 15
- Round 1 panel review, three finalists selected June 1 - 19
  - Instructional meeting June 1
  - Consensus meeting June 18 or 19
- Finalists announced and paid week of June 22
- Final Concepts Submission deadline July 12
- Round 2 panel design review, muralist selected July 13 - 31
  - Consensus meeting week of July 27
- Art completed by August 31
- Installation of vinyl wall wrap complete by September 30
- Unveiling first week of October, 2026

WVAC shall notify the City promptly of any major timeline adjustments.

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## **7. Insurance and Indemnification**

WVAC shall maintain general liability insurance of not less than \$1,000,000, naming the City of El Mirage as an additional insured party.

WVAC agrees to indemnify and hold harmless the City and its agents, employees, and officers against any claims arising from WVAC's management of the project, excluding negligence on the City's part.

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## **8. Termination**

Either party may terminate this Agreement with thirty (30) days written notice. In such an event:

- WVAC shall be compensated for services completed up to the termination date
  - Unused or uncommitted funds shall be returned to the City
  - WVAC shall provide a written summary of expenditures to date
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## **9. Entire Agreement**

This Agreement constitutes the full understanding between the City and WVAC. Any amendments or modifications must be made in writing and signed by both parties.

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## 10. Signatures

### City of El Mirage

By: \_\_\_\_\_

Name:

Title:

Date:

### West Valley Arts Council

By: Kathy Knecht

Name: Kathy Knecht

Title: Executive Director

Date: January 27, 2026

By: Jessica Perry

Name: Jessica Perry

Title: Board President

Date: 27/01/2026

Signature: Jessica Perry  
Jessica Perry (Jan 27, 2026 10:31:39 MST)

Email: [jessica.perry@aps.com](mailto:jessica.perry@aps.com)