

RESOLUTION NO. 2023 - 59

A RESOLUTION AUTHORIZTNG THE MAYOR AND CITY CLERK TO EXECUTE AND PERFORM UNDER THE TERMS OF A MEMORANDUM OF UNDERSTANDING WITH THE B. LYNN DESIGN; AND FOR OTHER PURPOSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented a certain memorandum of understanding between the City of Searcy and B. Lynn Design, a copy of which is attached (Exhibit A) for review by the Searcy City Council (the "Memorandum"); and

WHEREAS, the City of Searcy wishes to approve the execution of, ratify the terms of and perform under the conditions contained in, the Memorandum.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Searcy City Council approves and ratifies the terms, conditions, and obligations contained within the Memorandum and agrees to be bound by the restrictions and shall comply with all assurances associated therewith.

Section 2. That the Searcy City Council authorizes and directs the Mayor and City Clerk, and B. Lynn Design, to make, execute, and perform under the terms of, the Memorandum.

Section 3. That the Mayor is authorized to take all actions determined to be necessary, in the sole and exclusive determination of the Mayor, in the performance of all obligations, duties and responsibilities associated with the Memorandum and to comply with all obligations associated therewith.

PASSED AND ADOPTED this 10th day of October, 2023

/s/ Mat Faulkner

Mayor of Searcy

ATTEST:

/s/ Jerry Morris

City Clerk

B. LYNN DESIGN

White County Courthouse Holiday Projections

Project Scope Statement/Memorandum of Understanding

- Project objective:** To provide animated holiday projections that will light the East Face of the White County Courthouse in Searcy, Arkansas.
- Timeline:** Planning and Design for the project will commence immediately upon MOU signing, and will be complete with the removal and return of all rental equipment to provider on or as close to January 2nd, 2024 as possible. See attached Project Schedule
- Stakeholders:**
- | | |
|----------------------------|--------------------|
| Project Design/Management: | Britton Lynn |
| Operation/Maintenance: | Jonathan Aders |
| Equipment Vendor: | 4wall Houston |
| Client: | The City Of Searcy |
- Deliverables:** Project Manager and Operator will supply clients with a temporarily installed (see attached project schedule) rental projection system capable of casting animated images onto the East Façade of the White County Courthouse, as well as original video content/images to be cast onto the East Façade. The images will consist of four (4) fifteen-minute-long video clips that will repeat in a continuous loop when in operation. Two (2) additional specialized video clips will be produced as well- one will be a 5 minute countdown clip to kick off the display of the installation, and one will be a 5 minute countdown clip/Happy New Year video effect.

- Reports:** Project Manager will update the Searcy Holiday of Lights Committee once every other week upon signing of the MOU.
- Budget:** The cost of the project will be \$67,759.48. This includes both contracted rental, management, and operational services as well as incidental expenses to be incurred during the installation and programming of the projections. See exclusions for potential costs not covered by this agreement.
- Constraints:** Possible constraints on the project that could impact successful completion include:
- Delayed delivery of rental equipment by shipping courier.
 - Extreme weather or other “acts of God” scenarios.
 - Limited access to installation locations. This might lead to additional construction of mounting/installation structures, which would fall outside the scope of this MOU and would be the responsibility of the clients.
 - Delayed payment of scheduled invoices.
- Exclusions:** The following conditions are excluded from the scope of work of this project agreement, and fall outside the scope of work provided to the clients by the Project Manager and Operator:
- **Power supply** falls outside the scope of the design and installation work. Safe installation and supply of both 208 volt/3 phase and 120 volt/single phase power is assumed. Project Manager and Operator will consult with Clients to determine location and sufficiency of power. Any cost associated with locating/procuring adequate power falls outside the scope of this agreement.
 - **Preparation of the White County Courthouse and its surrounding structures for projections.** This includes, but isn’t limited to, the reconfiguration of architectural lighting, street lighting, monument lighting, the removal of previous holiday lighting,

construction of mounting locations or positions required for the projection equipment, or any site prep work that is beyond the scope of working with the rental projection equipment.

- **Any work required for completion of the project that is not specifically listed under the Deliverables section of the MOU.**
- **Intellectual property rights to any digital content created for the project.** Usage of content by any of the clients beyond the initial term and scope of this agreement is subject to additional licensing fees.
- **Equipment Liability** While every effort will be made to preserve and protect city property, rental equipment, and private property involved in this project, the Project manager and operator are not to be held personally liable for any damage incurred to city property, Rental equipment, or private property as a result of this project. Clients assume all risk of liability regarding damage or loss of property as a result of this project.
- **Personal Injury liability** While every effort will be made to ensure the safe installation and operation of the projection system, The Project Manager and operator will not be held liable for injury to the general public that might occur as a result of the installation and operation of this project. Project Manager and Operator will assume personal responsibility for their own safety.

This memorandum of understanding represents both the schedule and scope of the project as is signed and agreed to on the date listed below by representatives from all of the stakeholders:

Signed: _____

Britton Lynn, Project Design/Management

Date: _____

Signed: _____

Jonathan Aders, Operation/Maintenance:

Date: _____

Signed: _____

(rep.) The City Of Searcy, Client

Date: _____

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 Searcy Arkansas
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**WHITE COUNTY COURTHOUSE
 HOLIDAY PROJECTIONS
 INVOICE/PAYMENT SCHEDULE** **9/26/23**

DUE DATE	VENDOR	CLIENT	SERVICES	TOTAL
At contract signing	Britton Lynn	SEARCY A&P	33% of Design Fee	\$2500
11/06/23	Britton Lynn	WHITE COUNTY, AR	33% of Design Fee	\$2500
11-06/23	4wall Houston	SEARCY A&P	33% Equipment Rental	\$17493.16
11/13/23	Jonathan Aders	SEARCY A&P	33% Install/Operation	\$2360
11/21	Britton Lynn	CITY OF SEARCY	33% of Design Fee	\$2500
11/27	Jonathan Aders	WHITE COUNTY, AR	33% Install/Operation	\$2360
11/27	4wall Houston	WHITE COUNTY, AR	33% Equipment Rental	\$17493.16
12/11	Jonathan Aders	CITY OF SEARCY	33% Install/Operation	\$2360
12/18	4wall Houston	CITY OF SEARCY	33% Equipment Rental	\$17493.16

ESTIMATED TOTAL EXPENDITURES: \$67059.48**

***exclusive of power supply and incidental reimbursables/expenditures.*