



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers

Meeting Wednesday, July 20, 2022

### **Agenda Item**

**Item 4. G. \_ Approve agreement to transfer copyright and authorize payment**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

At the June 2022 LMRWD Board of Managers meeting, the Board opted to purchase the copyright to the images designed for educational signage.

An agreement to transfer the copyright, which has been reviewed by legal counsel, is attached. There is a question about the LMRWD's ability to alter the images and staff is working to clarify that question. Staff recommends approval of the agreement and authorizing payment to the artist, subject to the clarification of the right to alter the images.

### **Attachments**

Excerpt from June 15, 2022 meeting minutes

Transfer of Copyright Agreement

Invoice from artist Maggie Wiebe

### **Recommended Action**

Motion approve Transfer of Copyright Agreement and authorize payment subject to clarification of ability to alter images

**Manager Mraz made a motion to authorize sealing of wells 727740 and 727741 and expenditure of \$1,000. The motion was seconded by Manager Raby. Upon a vote being taken the motion carried unanimously.**

## 6. OLD BUSINESS

### A. Audit and Financial Accounting Services Proposals

Administrator Loomis stated the bills that need to be approved are in the meeting materials for the Managers to review. Managers President Hartmann and Manager Amundson have been trained in the approval of invoices.

### B. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail

No new information to report since last update.

### C. City of Carver Levee

No new information to report since last update.

### D. Dredge Management

MnDOT has had issues with the TH 13 project that have closed Vernon longer than was anticipated. This has not presented a problem to the LMRWD so far.

#### i. Vernon Avenue Dredge Material Management site

No new information to report since last update.

#### ii. Private Dredge Material Placement

No new information to report since last update.

### E. Watershed Management Plan

Administrator Loomis reported that LMRWD staff met with the Technical Advisory Committee today and has given them until July 1, 2022, to inform the LMRWD with projects to include in the plan amendment.

### F. 2022 Legislative Action

No new information to report since last update

### G. Education and Outreach Plan

Administrator Loomis provided an overview of this item. She stated they would like to purchase the artwork to use it in other ways in the future. The Board discussed the pros and cons of the two options for purchase of the artwork.

**Manager Raby made a motion to authorize Option 2 purchase of educational signage artwork. (Purchase of copyright of artwork) The motion was seconded by Manager Salvato. Upon a vote being taken the motion carried unanimously.**

### H. LMRWD Projects

***(Only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)***

#### i. East Chaska Creek

Administrator Loomis introduced this item. She stated when the City and Contractor take care of the items noted in the meeting packets; they will see this on a future agenda to authorize payment. The Board discussed options for maintaining the site.

### I. Project/Plan Reviews

***(Only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)***

# Transfer of Copyright Agreement

This document pertains to the transfer of rights for the artwork listed below:

East Chaska Creek Stabilization Illustration  
Savage Fen at Eagle Creek Illustration  
Supplementary plant and fish illustrations

**The agreed upon cost of the rights is \$2875. Transfer of rights does not go into effect until the Artist receives payment.**

## Scope of Copyright Transfer

- By signing this Copyright Transfer Form, the Artist will be relinquishing all personal, professional, and ownership rights, to all designs detailed above (hereinafter, “the Work”).
- This signed agreement also includes the Transfer of Ownership to any variations of the Work previously agreed and supplied as part of the initial contract. Examples of these variations could include: multiple color versions; size and dimensional variations; landscape and portrait orientations; font variations; social media profile images; etc.
- Unless otherwise arranged and agreed, the Artist reserves the right to showcase the finished Work and associated variations in their portfolio, and in any number of online galleries or social media, as well as in printed literature including, but not limited to: books, brochures and magazines.
- It is important to note that Copyright is not the same as Trademark or Registered Trademark. This form does not provide Trademark Ownership or Protection.

## Restrictions and Caveats

- The Copyright Transfer Form does not give the Client permission to: use, modify, alter, replicate or borrow, any of the previous and unused: preliminary ideas, concepts, sketches, or drafts of the Work previously shown and presented during the course of the project without expressed written permission from the Artist.
- All original preparation materials, sketches, visuals and unused ideas previously shown, and considered, will remain the property of Maggie Wiebe.
- The Artist is free to use these unused ideas for future conceptual and client work. Where a previously unused idea/design retains a similar look and style to the finished Work, the Artist shall repurpose and style as to be sufficiently different so as not to cause conflict.
- The Client is free to change, modify and adapt the finished Work as they see fit, but they do so at their own risk, and at the risk of diluting, or causing confusion, over their existing brand identity.

The Artist confirms that the Work is their own, that they have full right to make this assignment, that the Work is factually accurate and lawful, and that the Work does not violate any Copyright, proprietary or personal rights of others, and that they have obtained all necessary permissions from others.

I, \_\_\_\_\_ hereby agree to abide by the Terms and Conditions as set forth above.

Artist Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_ hereby agree to abide by the Terms and Conditions as set forth above.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(PDF COPIES OF THE FINALIZED SIGNED DOCUMENT WILL BE PROVIDED TO BOTH THE ARTIST AND THE CLIENT)

Maggie Wiebe  
mwiebe@umich.edu  
www.maggiewiebe.com

## **Invoice**

### **Transfer of Copyright Agreement**

This document pertains to the transfer of rights for the artwork listed below:

East Chaska Creek Stabilization Illustration  
Savage Fen at Eagle Creek Illustration  
Supplementary plant and fish illustrations

**Amount:** \$2875

#### **Address:**

Maggie Wiebe  
1055 Van Slyke Avenue  
Saint Paul, MN, 55103

#### **Terms**

##### **1. Time for Payment**

Payment is due within 30 days of receipt of invoice. A 1 1/2% monthly service charge will be billed for late payment.

##### **2. Default in Payment**

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

##### **3. Expenses**

The Client shall reimburse the Illustrator for all expenses arising from the assignment.

##### **4. Sales Tax**

The Client shall be responsible for the payment of sales tax, if any such tax is due.

##### **5. Grant of Rights**

The grant of rights is conditioned on receipt of payment.

##### **6. Credit Lines**

On any contribution for magazine, book use, or signage use the Illustrator shall receive name credit in print.

##### **7. Warranty of Originality**

The Illustrator warrants and represents that, to the best of her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained consistent with the rights granted to Client herein; that all work or portions thereof obtained through the undersigned from third parties is original and that consent to use has been obtained consistent with the rights granted to Client herein; that the Illustrator has full authority to make this Agreement; and that the work prepared by the Illustrator does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Illustrator's product that may infringe on the rights of others. Client expressly agrees that it will hold the Illustrator harmless for all liability caused by the Client's unauthorized use of the Illustrator's product to the extent such use infringes on the rights of others.