MEMORANDUM OF UNDERSTANDING

Ivins City and Rocky Mountain Power

Re: **Utility Box Painting**
Date: **May 18, 2023**

Parties: This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between the Ivins City and Rocky Mountain Power.

Purpose: The purpose of the MOU is to serve as the understanding between the respective agencies with regard to placement and maintenance of artistic City Paintings by Ivins City ("City") on Rocky Mountain Power ("RMP") transformers and utility boxes ("box or boxes") located within City.

This memorandum only addresses City Paintings on boxes owned by RMP and located within City boundaries.

MOU Term: The MOU is effective on the date that it is signed by the respective authorized parties. The MOU shall remain in effect until terminated, modified or amended in writing by either party. Termination of the MOU, with or without cause, shall occur upon a 10 business-day written notice. Mutually agreeable amendments may be made between the parties, so long as the amendments are in writing.

Selection of Art and Removal Terms: City will establish a process that will govern the review, approval and documentation of painting installations on boxes. City agrees to acquire appropriate art, which is non-offensive in nature; does not advertise or promote a specific business, political party or agenda; does not promote a specific religion; and is consistent with adopted City policies.

An RMP representative may be consulted during the selection process by City to ensure RMP does not object to the proposed painted art. If RMP is not consulted and subsequently objects to an installed painted art City will remove the painted art within 30 days after a written notice from RMP.

Installation and Maintenance Terms: City agrees to fund, install and maintain artistic painted art placed by City on certain RMP owned boxes located within City. The painted art will not cover the safety signs or equipment identification on the box. The painted art shall not be installed where it will prevent the operation of the box. This includes but is not limited to door opening, handle operation and security locking mechanism. The painted art will not be installed on the radiator of the transformer or venting on other equipment. The painted art will not be installed as to damage the existing paint surface. No scraping or sanding of OEM paint, no razor blades are to be used to score any masking tape applied.

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City agrees to utilize only the outside of the box and shall not access the internal mechanisms of the box.

City may replace damaged painted art at City's cost, and repair damage caused to the exterior of the box, if it is related to installation of the painted art.

City is solely responsible to replace the painted art if RMP replaces or removes a painted box.

RMP will make the exterior of the boxes available to the City for painted art installation and replacement painted art in the event the painted art is damaged.

RMP retains the discretion to remove painted art from any of its boxes without notice to the City. RMP may re-paint boxes with standard green paint if maintenance is needed or if there are complaints about graffiti.

Damages: If the painted art causes damage to the utility equipment and results in premature failure, the City is responsible for the replacement of the equipment. This includes any damages to the protective properties of the paint on the box. RMP may damage the painted art surface during operation and maintenance. The City is responsible for the replacement of the damaged painted art.

Franchise Agreement: This Agreement is governed by the Town Franchise Ordinance/Agreement and any applicable section of that Ordinance may supersede or override all or part of this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party, or to vary any of the terms contained in this Agreement.

Professionalism and Civility: To ensure the successful placement of artistic City painted art on RMP boxes, City and RMP will continue to communicate with professionalism and civility while working under this MOU. Nothing in this MOU is intended to deter, curtail or discourage communication between the respective agencies.

DATED this the ___ day of May 2023.

_____	_____
Ivins City	Rocky Mountain Power

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