Legislation Details (With Text)

File #:	18555	**Version:**	1	**Name:**	Amend MSA contract for Purchase of Services
Type:	Resolution			**Status:**	Filed
File created:	5/17/2010			**In control:**	BOARD OF PUBLIC WORKS
On agenda:	5/18/2010			**Final action:**	12/15/2010
Enactment date:	6/4/2010			**Enactment #:**	RES-10-00531

Title: To amend ownership and contract product provision of the contract for Purchase of Services between City of Madison and MSA Professional Services, Inc..

Sponsors: Marsha A. Rummel

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
12/15/2010	1	BOARD OF PUBLIC WORKS	Place On File Without Prejudice	Pass
10/20/2010	1	BOARD OF PUBLIC WORKS	Refer	Pass
9/1/2010	1	BOARD OF PUBLIC WORKS	Refer	
8/18/2010	1	BOARD OF PUBLIC WORKS	Refer	Pass
7/21/2010	1	BOARD OF PUBLIC WORKS	Refer	Pass
7/7/2010	1	BOARD OF PUBLIC WORKS	Refer	Pass
6/16/2010	1	BOARD OF PUBLIC WORKS	Refer	Pass
6/15/2010	1	COMMON COUNCIL	Referred	
6/2/2010	1	BOARD OF PUBLIC WORKS	Refer	Pass
6/1/2010	1	COMMON COUNCIL		
5/18/2010	1	COMMON COUNCIL	Referred	Pass
5/17/2010	1	Attorney's Office	Refer	

Fiscal Note

No appropriation is required.

Title

To amend ownership and contract product provision of the contract for Purchase of Services between City of Madison and MSA Professional Services, Inc..

Body

WHEREAS, on January 26, 2010, the City of Madison ("City") and MSA Professional Services, Inc. ("MSA") entered into a contract for Purchase of Services ("Contract") to design a portion of the Central Park in Madison, Wisconsin, including the planning and construction of the Great Lawn, gateway crossing/ "Mile "O" Plaza, the North and South Arrival Plazas, and miscellaneous other improvements; and

WHEREAS, Paragraph 28 of the contract requires that all work product of MSA and its subcontractors is work for hire as defined by Title 17, United States Code, Section 101(2); and shall be the sole property of the City, including the copyright to the work product; and

WHEREAS, Subcontractor, Lorna Jordan ("Jordan") wishes to retain the copyright on all work product under the contract;

powered by Legistar™

specifically, her Art Approach and Research Summary ("Work"); and

WHEREAS, City and MSA desire the participation of Jordan.

NOW, THEREFORE, BE IT RESOLVED:

Paragraph 28 is amended to add the following:

1. MSA shall not require Jordan to execute an assignment of copyright for Work to the City.

2. MSA shall require that Jordan grant City an irrevocable license to display work in Central Park and to photograph or otherwise reproduce Work in two-dimensional materials for advertising and publicity purposes.

3. MSA and City agree that Work shall not be a work for hire.

powered by Legistar™