

# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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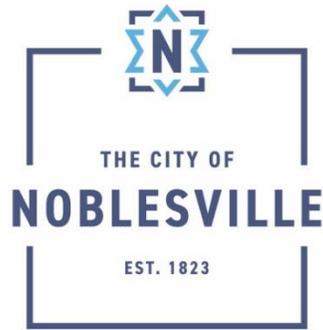
**MEETING DATE:** March 26, 2024

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

**ITEM #:** 13

**INITIATED BY:** Jayne Thompson

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



**TO: BOARD OF PUBLIC WORKS AND SAFETY**

**FROM: JAYME THOMPSON, PROJECT MANAGER, NOBLESVILLE MAYOR'S OFFICE**

**SUBJECT: MATTHEW DOUDT PHOTOGRAPHY IMAGE RELEASE**

**DATE: MARCH 26, 2024**

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I respectfully request from the Board of Public Works and Safety approve the attached release for an image the Mayor's Office would like to purchase for \$500.00 to utilize in various opportunities to market our great city.

**I recommend the Board of Public Works and Safety approve this request.**

Your consideration in this matter is appreciated.



This Photo Release Agreement ("Agreement") is made and entered into as of March 4th, 2024 by and between Matthew Doudt Photography, residing at 354 N. 10th Street, Noblesville, IN 46060 ("Photographer"), and The City of Noblesville, residing at 16 S 10th Street, Noblesville, IN 46060 ("Client").

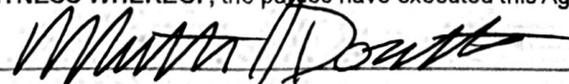
**WHEREAS**, Photographer is the owner of all right, title, and interest in and to certain photographs, including but not limited to the photograph titled "Noblesville Historic Courthouse in the Fall" (the "Photograph"); and

**WHEREAS**, Client desires to acquire a non-exclusive license to use the Photograph for certain purposes as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Grant of License.** Photographer hereby grants to Client a non-exclusive, irrevocable, worldwide license to use, reproduce, display, distribute, and modify (for marketing purposes only) the Photograph for Client's marketing purposes only.
2. **Restrictions on Use.** Client is expressly prohibited from using the Photograph:
  - o On any for sale merchandise or for any other commercial use other than marketing purposes.
  - o In any way that suggests Photographer's endorsement of any product or service other than Client's own products or services.
3. **Consideration.** Client shall pay Photographer a one-time fee of Five Hundred Dollars (\$500.00) in exchange for the license granted herein. Payment shall be made to Photographer upon execution of this Agreement.
4. **Term and Termination.** This Agreement shall be perpetual; however, Photographer may terminate this Agreement immediately upon written notice to Client in the event of any material breach by Client of this Agreement.
5. **Representations and Warranties.** Photographer represents and warrants that Photographer is the sole owner of all right, title, and interest in and to the Photograph and has the full right, power, and authority to enter into this Agreement.
6. **Indemnification.** Client agrees to indemnify and hold harmless Photographer from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Client's use of the Photograph in violation of this Agreement. Photographer agrees to indemnify and hold harmless City from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claims, lawsuits, or allegations that Photographer did not have rights to the Photograph and/or that the City does not have rights to use the Photograph.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

 3/7/24  
\_\_\_\_\_

Photographer

 03/20/2024  
\_\_\_\_\_

Client

Matthew Doudt Photography  
354 N. 10th Street  
Noblesville, IN 46060 US  
+1 3176943572  
matt@matthewdphotography.com  
matthewdphotography.com



Invoice Courthouse  
Picture

**BILL TO**

Jayme Thompson  
City of Noblesville

DATE  
03/03/2024

PLEASE PAY  
\$500.00

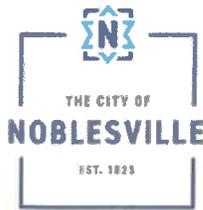
DUE DATE  
03/08/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/03/2024	<b>Digital Prints</b> A Digital Copy of "The Historic Noblesville Courthouse in Fall" picture for reproduction in Marketing Materials for the City of Noblesville. Perpetual use as agreed upon in the Photo Release.	1	500.00	500.00

SUBTOTAL 500.00  
TAX 0.00  
TOTAL 500.00

**TOTAL DUE \$500.00**

THANK YOU.



## FINANCE & ACCOUNTING

### Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 03/26/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: Matthew Doudt Photography

Vendor Address: 354 N. 10th Street Noblesville, IN 46060

Brief description of purchase: Rights to digital image

**Source of Funding:**

- Current Year Operational Budget
- Subsequent Year Operational Budget<sup>1</sup>
- Funding not yet finalized (attach explanation)<sup>2</sup>
- Loan or debt proceeds
- Non-Appropriated Fund<sup>3</sup>

Fund #	101	
Department #	002	
Project # (NA if no project #)		
	Expense Object #	Amount
#1	310.100	\$ 500.00
#2		
#3		

1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.

2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.

3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

[Signature]  
(Signature)

Matt Light  
(Printed Name)

3/19/24  
(Date)

Please email completed form to [OFAbudget@noblesville.in.us](mailto:OFAbudget@noblesville.in.us)

**FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY**

**OFA Action Taken**

- Purchase Order Created PO # (if applicable): \_\_\_\_\_
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)  
OFA Signature Caitlin Moss
- No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: \_\_\_\_\_

Initials: \_\_\_\_\_ Date: \_\_\_\_\_