

**SERVICES AGREEMENT  
BETWEEN THE CITY OF NORMAN AND THE NORMAN ARTS COUNCIL**

This Services Agreement (“Agreement”), made and entered into on this \_\_\_\_ December, 2018, the Effective Date, is by and between the Norman Arts Council (“NAC”) and the City of Norman, Oklahoma (“City”);

WHEREAS, the City is a charter municipality vested with the power to enter into contracts, and the NAC is a non-profit corporation with the powers of a corporation, including the authority to contract; and

WHEREAS, the existence of public art fosters a broader sense of community and improves the City’s image locally, regionally, and nationally; and

WHEREAS, the City and the NAC desire to partner to facilitate the selection, location, and installation of public art on storm inlets in Norman (the “Artful Inlets Program”); and

WHEREAS, the City and the NAC desire to enter into this Agreement to create such a partnership.

NOW, THEREFORE, the parties agree as follows:

**I. SELECTION AND INSTALLATION OF ARTWORK.**

1. The NAC agrees to serve as the administrator for the selection and installation of public art for the Artful Inlets Program. As administrator, the NAC will work cooperatively with the City to select appropriate works of art for each of the five (5) storm inlets selected by the City for inclusion in the program.
2. Selection Process. Design proposals shall have a stormwater and/or water quality theme that serves to educate and raise awareness about the impact of pollutants in the stormwater system.
3. Execution Process. The NAC will coordinate with the City’s Stormwater Program Manager or his/her designee for the execution of each selected project. The following parameters apply to the execution and installation of the art.
  - a. Art must stay within the parameters of the storm drain canvas.
  - b. Safety equipment shall be used during installation of the art work as may be necessary and appropriate given the design and location of the storm inlet, including, but not limited to, safety vests, traffic cones, and street lane closures if approved in advance by the City of Norman Public Works Department.

- c. No additional wording or images can be added to the art that deviates from the approved design without prior approval from the NAC.
  - d. While some deviation from the original design is acceptable due to the variation of sizes in storm drain structures, the principal theme and imagery of the approved design may not be changed.
  - e. All art must be completed within the timeframe set forth in the contract with the artist.
4. Funding. The NAC will provide \$2500 in Public Arts Board funding for the project in order to pay a stipend to the selected artist(s). The City will provide \$2500 in funding for materials needed for the selected artwork as well as in-kind services to ensure the inlets are properly prepared for art installation.

## **II. RIGHTS TO INSTALLED ARTWORK**

- 1. Finished pieces of art will be the property of the City of Norman. The City and the NAC will be granted the exclusive right to reproduce copies of the work for fundraising, educational, and promotional materials.
- 2. Art installed as part of the Artful Inlets Program is subject to removal at any time for any purpose deemed necessary by the City.

## **III. MISCELLANEOUS PROVISIONS.**

- 1. Hold Harmless Clause.
  - a. To the extent allowed by law, NAC does hereby agree to waive all claims against, release, and hold harmless City and all of its officials, officers, agents, and employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
  - b. To the extent allowed by law, City does hereby agree to waive all claims against, release, and hold harmless NAC and all of its officials, officers, agents, and employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or

loss of use of any property arising out of or in connection with this Agreement.

- c. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each party shall only be responsible for the actions of each party's own employees, officials, officers and agents. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
2. The commissioning of artists shall be implemented without preference to racial or ethnic origins, sex, sexual orientation, religious affiliation, disability or age.
3. This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can only be modified by written agreement of both parties.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the City and the NAC have executed this Agreement on the Effective Date set forth herein.

**CITY OF NORMAN, OKLAHOMA**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Attorney

**NORMAN ARTS COUNCIL**

By: \_\_\_\_\_  
Chairperson

ATTEST:

By: \_\_\_\_\_  
Board Secretary