

INTERAGENCY AGREEMENT FOR ACQUISITION OF ARTWORK

This AGREEMENT is made and entered into this 1st day of December, 2006, by and between the WASHINGTON STATE ARTS COMMISSION, hereinafter called the "ARTS COMMISSION", and Washington State University, hereinafter called the "AGENCY".

WHEREAS, pursuant to Chapter 43.17.200 RCW, 43.17.205 RCW, 43.17.210 RCW, 43.19.455 RCW, 43.46.090 RCW, 43.46.095 RCW, 28A.335.210 RCW, 28B.10.025 RCW and 28B.10.027 RCW, all state agencies shall allocate ½ of 1% of the appropriation for the original construction of the state's funding portion of any public building, and for universities and colleges to include major renovation or remodeling WORK in excess of two hundred thousand dollars (\$200,000.00) of any building for the acquisition of WORKS of Art;

WHEREAS, the ARTS COMMISSION has responsibility to develop, administer and operate the State Art Collection;

WHEREAS, the ARTS COMMISSION contracts with the ARTIST for the acquisition of WORKS OF ART;

WHEREAS, the AGENCY desires the WORKS OF ART to be placed within its jurisdiction;

NOW, THEREFORE, the ARTS COMMISSION and the AGENCY, for the consideration, covenants, conditions and under the conditions hereinafter set forth, do agree as follows:

The following definitions are to be used in this AGREEMENT:

AGREEMENT: Refers to this interagency agreement in its whole;

CONTRACT: Refers to the signed contract between the ARTS COMMISSION and the ARTIST;

ROUTINE MAINTENANCE: Refers to those normal repetitive activities required to keep a WORK OF ART in clean and presentable condition, such as replacement of lights, cleaning of glass, removal of debris from fountains, etc.

WORK or WORK(S) OF ART: Refers to the finished product(s) provided by the ARTIST.

CONSERVATION: Refers to those extraordinary activities required to repair or restore a malfunctioning or damaged WORK OF ART.

The ARTS COMMISSION does hereby agree to accept the following responsibilities and to perform the following services:

1. Determine the amount to be made available for acquisition of WORKS OF ART, in consultation with the AGENCY;
2. Designate projects and sites, select artists and artworks, contract, review the design, execution and placement, acceptance, maintenance, and sale, exchange, or disposition of WORKS OF ART, in consultation with the AGENCY;
3. Provide copies of contracts, and related materials, upon their execution, to the AGENCY for their records;
4. Provide copies of the maintenance specifications, for the WORK, as furnished by the ARTIST;
5. Provide a plaque (public notice) for the WORK;
6. Upon installation of the WORK, be responsible for the determination of the ARTIST'S liability for faults or defects in the WORK per the terms of the CONTRACT;
7. Be responsible for conservation of the WORK, contingent upon adequate funding being available;
8. Consider AGENCY requests to alter, modify, or change the site surrounding the WORK and/or the location of the WORK and to exercise its discretion in granting or withholding consent for those requests; and
9. Consider AGENCY requests for the loan of the WORK and to exercise its discretion in granting or withholding consent for those requests.

The AGENCY does hereby agree to accept the following conditions for the placement of WORK through the Art in Public Places Program:

1. Reimburse the total amount to the ARTS COMMISSION for actual expenditures by the visual arts program not to exceed the amount authorized by law. ARTS COMMISSION administrative expenses to be taken from the available $\frac{1}{2}$ of 1% art allocation per chapter 43.17.200 RCW, 43.17.205 RCW, 28A.335.210 RCW, 28B.10.025 RCW and 28B.10.027 RCW;
2. Provide adequate personnel and time to conduct meetings and review selections of ARTIST and WORK, design of WORK and final completion of WORK with the ARTS COMMISSION;
3. Be responsible for directing the architect to attend meetings, provide drawings and perform the necessary WORK to incorporate the ARTIST's WORK into the building, where the artwork is integral to the building and/or site, as agreed upon between the ARTIST, ARTS COMMISSION, and AGENCY, and pay the architect fees for such services;

4. Retain all copies of contracts and related materials, upon receipt from the ARTS COMMISSION;
5. Provide the ARTS COMMISSION, ARTIST, and/or their representatives with access to the site to facilitate the fabrication and installation of the WORK;
6. Submit proposals and decisions affecting the site or the WORK to the ARTS COMMISSION for review by the ARTS COMMISSION and the ARTIST;
7. Be responsible for the preparation of the selected site, base or footings and other obligations as specified in a CONTRACT addendum and agreed to by the AGENCY;
8. Upon installation of the WORK be responsible for protecting the WORK against loss, theft, mutilation, vandalism or other damage;
9. To not alter, modify, or change the WORK in any way whatsoever. Should the WORK be altered, modified, or changed by the AGENCY, be responsible for the expense incurred in restoring the WORK to its original form;
10. To not intentionally destroy or damage the WORK in any way whatsoever. Should the WORK be intentionally destroyed or damaged by the AGENCY, be responsible for the expense incurred in restoring the WORK to its original form;
11. If the ARTIST elects, should the WORK be altered in any way, be responsible for the expense incurred in the removal of the public notice, sign signature, and/or identifying emblem from the WORK or the WORK itself;
12. Propose in writing to the ARTS COMMISSION, for its approval, any temporary or permanent relocation of the WORK where an addendum to the CONTRACT states a specific site, as agreed to by the AGENCY. In the case of temporary relocation or storage of a WORK, notify the ARTS COMMISSION detailing the reason and the timeline for reinstallation of the WORK;
13. Provide routine maintenance for the WORK in accordance with specifications furnished by the ARTIST, contingent upon adequate funding being available;
14. Display the plaque (public notice) with the WORK maintaining such notice in good repair against the ravages of time, vandalism and the elements;
15. Make the WORK available to the ARTS COMMISSION and/or its representative for the purpose of repair, conservation and preservation as determined to be necessary by the ARTS COMMISSION; and
16. Make the WORK available for loan to the ARTIST and/or ARTS COMMISSION for the purpose of exhibition of the WORK to the public.

The ARTS COMMISSION and AGENCY agree to be responsible for the negligent acts or omissions of their own officers, employees and agents in the performance of this agreement, including but not limited to installation, placement, maintenance and disposition of the artwork, and each agrees to indemnify and hold harmless the other against any and all claims, demands or liabilities arising therefrom.

This AGREEMENT sets forth in full the entire agreement between the ARTS COMMISSION and the AGENCY and any other agreement, representation or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect whatsoever.

This AGREEMENT may not be terminated, changed, modified and/or amended unless by written agreement, executed by both parties and attached hereto.

Termination of the AGREEMENT shall not release the AGENCY or the ARTS COMMISSION from its responsibilities, as outlined in the AGREEMENT, for any WORKS placed with the AGENCY, while this AGREEMENT was in effect.

The date of execution of the AGREEMENT shall take effect upon signature by both parties.

WASHINGTON STATE ARTS COMMISSION

By Richard A. Heath - DE

Title: Executive Director

Date: 6/17/07

WASHINGTON STATE UNIVERSITY

By Richard A. Heath

Richard A. Heath
Sr. Associate Vice President
Washington State University

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Date: 5/8/07

APPROVED AS TO FORM:

(Signature of Susan Thomsen, Assistant Attorney General, State of Washington, March 2003 on file in fiscal office)