



WASHINGTON STATE
ARTS COMMISSION

INTERAGENCY AGREEMENT
FOR THE ADMINISTRATION AND MANAGEMENT OF THE STATE ART COLLECTION
BETWEEN THE
WASHINGTON STATE ARTS COMMISSION
AND

Shoreline School District

TABLE OF CONTENTS

DEFINITIONS.....	1
PURPOSE OF AGREEMENT.....	3
A. STEWARDSHIP OF WORK(S) INCLUDING SURROUNDING ENVIRONMENT.....	3
B. COPYRIGHT AND ARTWORK CREDIT.....	5
C. ACQUISITION OF WORK.....	6
D. FUNDING AND REIMBURSEMENT.....	8
E. CHANGES IN FUNDING.....	9
F. INDEPENDENT CAPACITY.....	9
G. AGREEMENT ALTERATIONS AND AMENDMENTS.....	9
H. DISPUTES.....	9
I. GOVERNANCE.....	9
J. ASSIGNMENT.....	10
K. INDEMNIFICATION.....	10
L. WAIVER.....	10
M. SEVERABILITY.....	10
N. TERMINATION.....	10
O. TERM OF AGREEMENT AND SURVIVABILITY.....	10
ALL WRITINGS CONTAINED HEREIN.....	11

DEFINITIONS

The following definitions are used in this AGREEMENT:

“ADDENDUM” shall mean a binding agreement between ARTS COMMISSION, AGENCY, and ARTIST contracted to create a WORK that further obligates the AGENCY beyond the standard terms of this AGREEMENT.

“AGENCY” shall mean any public entity where WORK acquired for the STATE ART COLLECTION is

“WORK(S)” shall mean the finished artwork(s) provided by the ARTIST and held in the STATE ART COLLECTION.

PURPOSE OF AGREEMENT

THIS AGREEMENT is made and entered into by and between the Washington State Arts Commission, hereinafter referred to as the “ARTS COMMISSION,” and **Shoreline School District**, hereinafter referred to as the “AGENCY.”

WHEREAS the ARTS COMMISSION recognizes the best practices of professional administration of and local involvement with the STATE ART COLLECTION; the desire to place and retain WORKS with the AGENCY whose local committee developed site-responsive criteria; that STEWARDSHIP is essential in the long-term care of the state’s cultural assets; and copyright law dictates that the original intent of the ARTIST(S) be maintained.

It is the purpose of this agreement to outline responsibilities of the parties as they relate to the acquisition, copyright, and STEWARDSHIP including but not limited to material changes, site changes, and maintenance of WORK(S) placed within the jurisdiction of the AGENCY and held in the STATE ART COLLECTION, a collection of WORKS owned by the State of Washington and administered and managed by the ARTS COMMISSION.

The ARTS COMMISSION has the responsibility to develop, administer and operate the STATE ART COLLECTION 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 under which all state agencies, universities, colleges, and public schools shall allocate ½ of 1% of the appropriation for original construction, and for universities and colleges to include major renovation or remodeling in excess of two hundred thousand dollars (\$200,000), for the acquisition of WORK(S).

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

A. STEWARDSHIP OF WORK(S) including surrounding environment

The ARTS COMMISSION does hereby agree to accept the following responsibilities and to perform the following services related to STEWARDSHIP of WORK(S) held in the STATE ART COLLECTION:

1. Be responsible for all STEWARDSHIP decisions regarding the WORK, including but not limited to, providing AGENCY with specifications for ROUTINE and SPECIAL ROUTINE MAINTENANCE and determining actions related to inventory, loan, relocation, storage, CONSERVATION, records management, deaccession from STATE ART COLLECTION, and disposition of WORKS;
2. Upon completion of WORK, provide information about the WORK to the AGENCY, including maintenance and technical specifications, and an artist’s statement intended to facilitate understanding of the WORK by members of the public;
3. Be responsible for all necessary CONSERVATION and RESTORATION of the WORK, contingent upon receipt of adequate funding for this purpose;
4. Be responsible for consulting with the ARTIST as deemed necessary, or as required by the CONTRACT, prior to relocation, CONSERVATION, RESTORATION, and/or other treatment or disposition of the WORK;

ARTIST'S written consent negotiated by the ARTS COMMISSION, the ARTIST will have the option of requesting the removal of his/her name from the identification plaque, signature from the WORK, and/or identifying emblem from the WORK. The AGENCY will be responsible for the expense incurred in such removal;

- c. The AGENCY will be responsible for the expense incurred in replacing the WORK should the WORK be destroyed by the AGENCY. Expense would include fair market value at time of destruction of the WORK and associated administrative, site preparation, delivery, and installation costs of WORK replacement as determined by the ARTS COMMISSION.
 - d. For the purpose of this AGREEMENT, no modification of the WORK that results from the passage of time, the inherent nature of the materials used in the WORK, or the WORK'S public presentation (including but not limited to lighting and placement), shall constitute a modification for which the ARTIST or the ARTS COMMISSION may claim relief or remedy from the AGENCY.
8. Display the identification plaque with the WORK, using the AGENCY'S best efforts to maintain such plaque in good repair against loss, theft, mutilation, vandalism, or other damage;
 9. Retain records related to the WORK provided by the ARTS COMMISSION, including but not limited to copies of all CONTRACTS, AGREEMENTS, AMENDMENTS, ADDENDUMS, technical and maintenance specifications, ARTIST'S statement about the WORK, and inventory forms.
 10. Make the WORK available to the ARTS COMMISSION and/or its representative for the purpose of examination, documentation, repair, CONSERVATION, and RESTORATION as determined necessary by the ARTS COMMISSION; and
 11. Make the WORK available for loan upon the ARTS COMMISSION'S request at no cost to the AGENCY unless negotiated through a signed agreement. All loan requests must be made directly to the ARTS COMMISSION, which has the sole discretion to negotiate loan terms for WORKS held in the STATE ART COLLECTION.

B. COPYRIGHT AND ARTWORK CREDIT

The ARTIST retains all rights under copyright law to which drawings, models, specifications, and the WORK may be subject.

The ARTS COMMISSION and the AGENCY shall have the right to present the WORK for purposes of public information, education, and exhibition.

- a. the right to permanently display the WORK;
- b. the right to make graphic reproductions of the WORK, including reproductions in all graphic media now known or later developed, digital or otherwise, and including the Internet and the World Wide Web;
- c. the right to display and distribute such reproductions at the ARTS COMMISSION, AGENCY, or other locations.

In presenting the WORK in the above ways and purposes, the ARTIST, the ARTS COMMISSION and the AGENCY shall be acknowledged in substantially the following form: "*Artwork Title*, Artist Name, Year Completed, Medium/s, Washington State Arts Commission in partnership with Shoreline School District," *and optional artist statement*.

incorporate the WORKS into the building and/or site, as agreed upon between the ARTIST, ARTS COMMISSION, and AGENCY, and pay architect for such services, as required;

3. Provide to the ARTIST and/or ARTS COMMISSION details of the building and/or site as needed for the design and/or installation of WORKS, including but not limited to architectural plans, elevations, and other relevant site specifications;
4. Submit proposals, decisions, and updated architectural plans, construction documents, and schedules affecting the site or the WORK, as necessary during proposal development, design, fabrication, and/or installation of the WORK, to the ARTS COMMISSION for review by the ARTS COMMISSION and the ARTIST;
5. If new construction, require the general contractor, as necessary, to coordinate integration of the WORK, including but not limited to lighting, attachments, and installation with the ARTIST;
6. If an ADDENDUM to the CONTRACT is generated, be responsible for AGENCY obligations, as specified and agreed to by the AGENCY. Such obligations may include but are not limited to lighting, landscaping, and preparation of the selected site, base, or footings. In the event that the AGENCY has agreed to prepare detailed plans and specifications for the WORK, the AGENCY shall provide the ARTS COMMISSION with such detailed plans or specifications for review by the ARTIST and ARTS COMMISSION. Detailed plans or specifications may include but are not limited to plans and/or specifications for site preparation, landscaping, design, and/or placement of base, footing or other anchoring devices for the WORK, engineers drawings and calculations for technical installation of the WORK, lighting, etc.;
7. Provide the ARTS COMMISSION, ARTIST, and/or their representatives with access to the site to facilitate the fabrication and installation of the WORK;
8. Be responsible for planning and implementing, in consultation with the ARTIST, at least one public event relating to the WORK, such as a dedication ceremony, public presentation, or other educational outreach event; and
9. Write media and information releases announcing the ARTIST selection process, WORK proposal acceptance, installation, and public event. Provide releases to the ARTS COMMISSION for approval prior to distribution.

D. FUNDING AND REIMBURSEMENT

Funding is to be calculated as ½ of one percent of state funds applied to the original construction costs of any state building in the case of state agencies, colleges and universities, to any major renovation or remodel exceeding \$200,000 in the case of colleges and universities, and to the total moneys appropriated for state assistance to school districts in the case of public schools. Original construction cost is calculated as total construction cost, including architectural and engineering fees, equipment and maximum allowable construction cost (WAC 30-40-050).

- For State Agencies - The AGENCY shall notify the ARTS COMMISSION of the amount of formula-generated art funding for WORK(S) in compliance with RCW 43.17.200. The AGENCY shall reimburse the total amount of the formula-generated art funding to the ARTS COMMISSION for acquisition of WORKS for the STATE ART COLLECTION, not to exceed the amount authorized by law. The ARTS COMMISSION may designate a portion of the total amount to be used for administrative expenses and CONSERVATION of WORKS consistent with RCW 43.17.200. The ARTS COMMISSION shall submit invoices to the AGENCY for reimbursement in compliance with RCW 43.17.205. Payment to the ARTS COMMISSION will be made by warrant or account transfer by the AGENCY within 30 days of receipt of the invoice.

AGREEMENT terms and applicable statutes and rules and make a determination in the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330.

I. GOVERNANCE

This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws. Venue of any action brought hereunder shall be in Superior Court of Thurston County.

In the event of an inconsistency in the terms of this AGREEMENT, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules; and
- b. This AGREEMENT; and
- c. Any other provisions of the AGREEMENT, including materials incorporated by reference.

J. ASSIGNMENT

The work to be provided under this AGREEMENT, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

K. INDEMNIFICATION

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

L. WAIVER

A failure by either party to exercise its rights under this AGREEMENT shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated to be such in a writing signed by an authorized representative of the party and attached to the original AGREEMENT.

M. SEVERABILITY

The provisions of this CONTRACT are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the CONTRACT.

N. TERMINATION

This AGREEMENT may not be terminated, changed, modified, and/or amended unless by written agreement, executed by both parties and attached hereto. Termination of this AGREEMENT shall not release the AGENCY from the responsibilities outlined in the "Stewardship" section of this AGREEMENT for all WORKS of the STATE ART COLLECTION in the jurisdiction of the AGENCY.

O. TERM OF AGREEMENT AND SURVIVABILITY

All sections of this AGREEMENT with the exception of C. and D. shall remain in effect while any WORK of the State Art Collection is under the AGENCY's care/STEWARDSHIP.