

INTERAGENCY AGREEMENT FOR ACQUISITION OF ARTWORK

This AGREEMENT is made and entered into this 1 day of June, 1990, by and between the WASHINGTON STATE ARTS COMMISSION, hereinafter called the "ARTS COMMISSION", and The Evergreen State College 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 1/2 of 1% of the appropriation for the original construction, and for universities and colleges to include major renovation or remodeling work in excess of two hundred thousand dollars (\$200,000.00), for the acquisition of WORKS of art;

WHEREAS, the ARTS COMMISSION contracts with the artist for the acquisition of WORKS of art;

WHEREAS, the AGENCY desires the WORK 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 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. Insure and assume responsibility for the WORK when the WORK is in the possession or under the jurisdiction of the ARTS COMMISSION;
7. Be responsible for making all necessary repairs and restorations 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. Process the applicable form for the approved loan of the WORK.

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

1. Transfer its 1/2 of 1% art allocation to the ARTS COMMISSION for expenditure by the visual arts program; ARTS COMMISSION administrative expenses to be taken from the available 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. Attach all copies of contracts and related materials, upon receipt from the ARTS COMMISSION, to this AGREEMENT;
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. Be responsible for protecting the WORK against loss, theft, mutilation, vandalism or other damage, upon installation of the WORK. When possible, provide insurance for the WORK;
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, 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. Display and routinely maintain the WORK in accordance with specifications, furnished by the ARTIST, and provided by the ARTS COMMISSION;
- 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;
- 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;

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 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 its responsibilities, as outlined in this AGREEMENT, for any WORKS placed with the AGENCY, while this AGREEMENT was in effect.

The date of execution of this AGREEMENT shall take effect upon signature by the ARTS COMMISSION and remain in effect until terminated by the mutual consent of both parties.

WASHINGTON STATE
ARTS COMMISSION

BY: *[Signature]*
 TITLE: Assistant Director
 DATE: 6/20/90

THE EVERGREEN STATE COLLEGE
AGENCY

BY: *[Signature]*
 TITLE: J. P. Finamore & Usher
 DATE: 6/15/90

Approved as to legal form:

[Signature]
 Assistant Attorney General

DATE: 5/29/90

Attachments: Contracts for Acquisition of Artwork