

**FEE FOR SERVICE AGREEMENT FOR PUBLIC ART SERVICES RELATED TO
THE SNOWY RANGE ROAD BRIDGE PROJECT BETWEEN THE CITY OF
LARAMIE AND THE LARAMIE PUBLIC ART COALITION**

1. **Parties.** The parties to this Agreement are the CITY of Laramie, a municipality duly organized and existing under the laws of the State of Wyoming, whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070, hereafter referred to as CITY, and the Laramie Public Art Coalition (LPAC), whose address is 115 Ivinson Avenue, Laramie, Wyoming 82070, hereafter referred to as LPAC.
2. **Purpose of Agreement.** The purpose of this Agreement is to outline the responsibilities and payment arrangement between the City and LPAC for the selection and implementation of public art on the sculpture pads constructed with the Snowy Range Road Bridge Project.
3. **Term.** This Agreement is effective upon execution by both parties and will continue until Phase 1 funds in an amount of \$50,000.00 (Fifty Thousand dollars) have been utilized or the agreement is amended.
4. **Payment.** Through Resolution 2019-58 funds have been set aside for the selection and implementation of public art on the sculpture pads constructed with the Snowy Range Road Bridge Project. This agreement is intended to execute Phase 1 of this project that includes the provision of art on two separate sculpture pads spanning a minimum period of three years.

Phases may be split by installation location. For each installation, payment shall occur in two components. The first amount of \$10,000.00 (Ten Thousand dollars) shall be payable upon the execution of the Call for Art and presentation of an invoice. The second payment shall be payable for the remainder of the project up to \$15,000 (Fifteen Thousand Dollars) upon the installation of the art work and presentation of an invoice, or it may be requested by invoice for expenses incurred on a monthly basis. Invoices should include the category of expense as indicated in Attachment A and follow the general percentages listed.

5. **LPAC Responsibilities.** LPAC will:
 - a. Develop and manage a call for temporary art works on the two sculpture pads constructed with the Snowy Range Road Bridge Project, including the development of the selection committee.
 - b. Work with the selection committee and chosen artist(s) to select artwork that is appropriate for the environment and duration of the display agreement.
 - c. After selection of the artwork, develop a budget in coordination with City staff that will form the agreement between the artist(s) and LPAC concurring with City procurement standards. This should include parties responsible for installation and de-installation as well as the length of time artwork will be displayed and any other items as appropriate.
 - d. Coordinate the installation and de-installation of the art works in cooperation with City staff and artist(s) as appropriate.

- e. Advise and assist the City with the maintenance of the selected art works that are selected for this project during the period that they are installed.
- f. Present the City with invoices for work as outlined in paragraph 4 above with detail in accordance with the parameters set forth in Attachment A.
- g. Present the project plan outline to the Parks, Tree & Recreation Advisory Board.
- h. Maintain sound financial accounting procedures and practices for the funds received from the CITY under the terms of this Agreement, including financial books, ledgers, records, documents and other evidence necessary to sufficiently and properly reflect all transactions involving funds from the CITY or grant funds which are passed through the CITY. This includes all development projects in which the CITY was the grant recipient. Upon written request of the CITY, LPAC will make these documents available for inspection at the LPAC offices within ten (10) business days.
- i. Acknowledge, as appropriate, the City of Laramie's contribution to the Laramie Public Art Coalition and its participation in the public art projects and initiatives paid for with City funds in press releases, social media posts, and public forums.

6. **City of Laramie Responsibilities.** The City will:

- a. The City of Laramie shall work with LPAC to support the selection, implementation, installation and de-installation of the public art installed, through this agreement, on the sculpture pads constructed with the Snowy Range Road Bridge Project.
- b. Provide payment of invoices within 45 days of submission.
- c. Provide general liability insurance for the art installations to guard the public welfare.
- d. Work with LPAC to provide essential maintenance of the art works, should the need arise, during the period that they are installed.

7. **General Provisions.**

- a. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties of this Agreement.
- b. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the District Court, Second Judicial District, Albany County, Wyoming.

- c. Compliance with Laws. LPAC shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- d. Entirety of Agreement. This Agreement consisting of six (6) pages including Attachment A represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- e. Indemnification. LPAC shall release, indemnify and hold harmless the CITY and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of the LPAC's performance under this Agreement.
- f. Independent Contractor. LPAC shall function as an independent contractor for the purposes of this Agreement. LPAC shall assume sole responsibility for any debts or liabilities that may be incurred by LPAC. Nothing in this Agreement shall be interpreted as authorizing LPAC or its agents or employees to act as an agent or representative of or on behalf of the CITY or to incur any obligation of any kind on the behalf of the CITY.
- g. Liaison and Notices. City's and Consultant's Designated Representatives.
 - i. City's designated representative is Jodi Guerin, Laramie Recreation Manager, PO Box C, Laramie, WY 82073: telephone number: (307) 721-5259, cell phone number: (307) 760-5301, and email: jguerin@cityoflaramie.org
 - ii. The Consultant's designated representative is Andi Summerville LPAC Board Chair Phone: (307) 399-0963, and email: publicartlaramie@gmail.com.
- h. Notice. All notices arising out of or from the provisions of this Agreement shall be in writing and given to the parties either by email, regular mail or delivered in person.
- i. Nondiscrimination. LPAC shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and the American's with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq. LPAC shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.
- j. Governmental Immunity. The CITY of Laramie expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 et seq.
- k. Termination. Upon thirty (30) day written notice and opportunity to cure, the CITY may terminate this Agreement for cause without liability in the event

LPAC fails to cure any defect in performance of this Agreement. Either the CITY or LPAC may terminate this Agreement with cause upon one-hundred twenty (120) days written notice; provided however, that if LPAC terminates the Agreement prior to the expiration of the Agreement, it will return all unexpended funds.

- l. No Third Party Beneficiaries. The parties hereto agree that this Agreement shall be applicable only to the parties themselves and shall not be deemed to be for the benefit of any person who is not a party hereto.

- m. Confidentiality Obligation. It is specifically acknowledged and agreed between the parties that there may be occasions in which LPAC receives confidential commercial and/or financial data and trade secret information from third parties or instances in which LPAC uses its own confidential commercial and/or financial data and trade secret information. All such information--whether from third parties or from LPAC or one of its' constituent entities--is hereinafter collectively referred to as "Proprietary Information." In any instance when the LPAC or any of its directors, officers, employees, committees, or representatives has such Proprietary Information and such Proprietary Information is discussed with or disclosed to the CITY in any manner whatsoever, the CITY covenants and agrees that it will keep all such Proprietary Information strictly confidential and shall deny the right of inspection of such Proprietary Information pursuant to Wyo. Stat. Ann. § 16-4-203(d)(v) and/or other applicable provisions of Wyoming law precluding disclosure. Moreover, in addition to and not in limitation of the confidentiality obligation discussed above, CITY covenants and agrees that it will sign a two-party or three-party non-disclosure agreements when requested to do so by LPAC and/or by a business that LPAC is working with in regard to economic development activities. LPAC acknowledges that if the CITY receives a valid court order to release information in its possession, the CITY will comply with said court order.

8. **Signatures.** In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

The Agreement date is the date of the last signature affixed to this page.

CITY OF LARAMIE, WYOMING

Date: _____

By: _____

Joe Shumway, Mayor

(SEAL)

Attest:

Nancy Bartholomew, CITY Clerk

LARAMIE PUBLIC ART

COALITION

Date: _____

By: _____

Andi Summerville, Chair

Attest:

Brandon Gellis, Secretary

Attachment A

PROPOSED BUDGET DETAIL FOR THE FEE FOR SERVICE AGREEMENT FOR PUBLIC ART SERVICES RELATED TO THE SNOWY RANGE ROAD BRIDGE PROJECT BETWEEN THE CITY OF LARAMIE AND THE LARAMIE PUBLIC ART COALITION

The proposed budget for temporary artwork at each installation location on the Snowy Range Bridge is broken down into the following categories;

1. 40%-- Artist Fees and Public Engagement—To include items such as artist per diem for travel, artist fees for display of artwork and public engagement expenses associated with installation of the work.
2. 10%--Artwork Selection Expenses—including advertising, artist stipend and interview expenses.
3. 30%--Installation, removal and publicity of artwork—including documentation of the artwork and hosting public events for the promotion of the project.
4. 20%--Administration fee.

Invoices should indicate which category for submitted expenses incurred.