

**AMENDMENT NO. 1 TO
SERVICES AGREEMENT
BETWEEN THE CITY OF NORMAN
AND THE NORMAN ARTS COUNCIL**

This Amendment No. 1 to Contract No. K-1516-132 is between the City of Norman, Oklahoma, a municipal corporation (CoN), the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary ("NMA", but together hereinafter referred to as the "City Parties") and the Norman Arts Council, (hereinafter referred to as the "NAC").

WITNESSETH:

WHEREAS, the CoN and NAC entered into Contract No. K-1516-132 in order to partner to facilitate the selection, location and installation of public art purchased with Norman Forward sales tax funds to be placed in as many of the Norman Forward sales tax quality of life projects as feasible ("Project"); and

WHEREAS, Contract No.K-1516-132 was entered into on April 12, 2016, and identified the Norman Forward projects to which it would apply in Part II (Project Funding), Subparagraph 1.

WHEREAS, the CoN and NAC wish to add a Norman Forward project, the James Garner Extension Project, to this list, and to add NMA as a party due to the potential for expenditure of Norman Forward bond funds; and

NOW, THEREFORE, the City Parties and NAC desire to amend Contract No. K-1516-132 as follows:

- I. Part II (Project Funding), subparagraphs 1 and 2 shall be replaced in its entirety and shall now read as follows:
 1. The City Parties agree to fund public art installed at or as part of Norman Forward sales tax funded projects as follows:
 - a. Up to 1% of construction costs for the following projects: Central Library, East Library, Indoor Basketball/Volleyball Facility; Indoor Aquatic Center, Westwood Recreational Complex, Ruby Grant Park, Andrews Park, Saxon Park, Reaves Park, and Griffin Park. One percent (1%) of construction costs for these projects, aggregated together is estimated to be \$1.2 million (The Norman Forward Public Arts Funds or "NFPAF"). Expenditures of the NFPAF shall be recommended by the NAC and approved by the City.
 - b. Two hundred thousand dollars (\$200,000.00), to be paid as a portion of the James Garner Avenue Extension Project (The James Garner Public Art Funds or "JGPAF"). Expenditures of the JGPAF shall be recommended by the NAC and approved by the NMA or City, as applicable.

2. Of the NFPAF and the JGPAF, at least 90% shall be allocated to: art selection, artist fees, fabrication, installation and maintenance. The remaining NFPAF and JGPAF, up to 10% of the total allocated to each project, shall be paid to NAC as an administrative fee.

II. Part VI (Notices), subparagraph 2 shall be updated and fully replaced to read as follows:

“Any notice to be given hereunder by NAC to City Parties, or either of them, shall be deemed to be properly served if deposited in the United States mail, postage prepaid addressed to: City Manager Darrel Pyle, P.O. Box 370, Norman, Oklahoma, 73070 with a copy to the Office of the City Attorney, P.O. Box 370, Norman, Oklahoma, 73070.”

III. NMA shall be added as a party to K-1516-132 for the purposes of the James Garner Avenue Extension Project and JGPAF only.

Contract No. K-1516-132 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract No. K-1516-132 shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY PARTIES and the NAC have executed this Agreement.

DATED this ____ day of _____, 2022.

NORMAN ARTS COUNCIL
(“NAC”)

By: _____

Chairman of the Board

ATTEST:

By: _____

Secretary of the Board

"CITY PARTIES"

**CITY OF NORMAN, OKLAHOMA
("CoN")**

By: _____
Mayor Breea Clark

ATTEST:

By: _____
Brenda Hall, City Clerk

Approved as to form and legality this 11 day of March, 2022.

Christine Luckala
City Attorney

**NORMAN MUNICIPAL AUTHORITY
("NMA")**

By: _____
Breea Clark, Chair

ATTEST:

By: _____
Brenda Hall, Secretary

Approved as to form and legality this 11 day of March, 2022.

Christine Luckala
General Counsel