

## FUNDING AGREEMENT

This Funding Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the City of Norman, an Oklahoma municipal corporation, hereinafter called the “City,” and the Norman Arts Council, Inc., a not-for-profit corporation, hereinafter called “NAC,” each may be referred to collectively as the “Parties” and individually a “Party,” for the following reasons:

WHEREAS, the City and NAC agree that the promotion of arts and humanity activities are an important part of attracting tourists and conventions to the City of Norman; and

WHEREAS, the existence of artistic murals fosters increases in residents’ quality of life and encourages visitors to a city; and

WHEREAS, NAC was founded in 1976 to enrich the Norman community by stimulating artistic, cultural, and economic growth through the support and promotion of the arts; and

WHEREAS, the City and NAC executed contract K-2324-114 (the “Original Agreement”), on January 9, 2024, for the City to provide grant funding for a mural program in Norman, operated by NAC; and

WHEREAS, the City and NAC now desire to establish a specific project and terms for the remaining Fifty Thousand Dollars (\$50,000.00) in connection with the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

### ARTICLE 1 TERM

The Term of this Agreement shall commence on the Effective Date and continue until successful completion of the project described herein, as determined by the City, unless earlier terminated pursuant to the provisions of this Agreement.

### ARTICLE 2 PROJECT OPERATIONS

- 2.1. NAC agrees to utilize the previously allocated grant funding from the City to operate the mural project (the “Project”) detailed in “Exhibit A—Gray Street Parking Lot Mural Project,” attached hereto and made a part hereof.
- 2.2. The term “Mural” as used in this Agreement shall mean an outdoor painting, mosaic, or bas-relief that is applied directly to a wall and is visible from a public right-of-way.
- 2.3. NAC’s operation of the Project shall include, but not be limited to:
  - a. Providing qualified and competent staff to be assigned to the Project;
  - b. Providing all the management and administrative services necessary to administer the Project;
  - c. Adopting operating procedures and guidelines for the operation of the Project;

- d. Creating an application process and prescribing methods for the competitive selection of the funded murals under the Project;
- e. Overseeing compliance with all necessary project requirements; and
- f. Contracting and coordinating with all necessary parties, such as artists and property owners, to ensure the successful creation and maintenance of murals funded by the Project.

2.4. Each Mural under the Project must meet the following minimum requirements:

- a. Murals must not serve as solicitations for goods or services;
- b. Murals must not serve as signage. Signage can include, but is not limited to, the name of a building or company, an address number, a logo of a business, etc.;
- c. Murals must be outdoors and viewable from a public right-of-way; and
- d. Murals must not contain:
  - i. Obscene images or other vulgarity;
  - ii. No recognized signs of hatred or discrimination against any race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation;
  - iii. Depictions of illegal activities; or
  - iv. Reproduction, copy, or mass-produced work of visual art of any type.

### **ARTICLE 3 CITY FUNDING**

The City has previously provided, and NAC has maintained in a segregated account, Fifty Thousand Dollars (\$50,000.00) in funding in connection with the Original Agreement. NAC shall utilize such funding to operate the Project.

### **ARTICLE 4 NAC'S CAPACITY AND CERTIFICATIONS**

- 4.1. It is expressly understood, in the performance of this Agreement, that NAC is an independent contractor and not the agent, representative, partner, employee, or joint venturer of the City. This Agreement does not render any party liable for any of the debts or obligations of the other party.
- 4.2. NAC has the duty and responsibility under this Agreement for hiring, supervising, training and paying assistants, volunteers, agents and/or employees of NAC and for supplying and maintaining the equipment and supplies necessary in the performance of the Project, except as otherwise specifically agreed to by the City in writing.
- 4.3. NAC represents and warrants that it has the experience and ability to perform the Project and will at all times faithfully, industriously, and to the best of NAC's ability, experience and talents, perform in a timely manner and with the standard of professional care and skill customarily provided in the performance of such services and pursuant to the express and implicit terms of this Agreement.

- 4.4. NAC represents that it has not employed or retained any person or company to solicit or obtain this Agreement.
- 4.5. NAC shall be responsible for complying with all applicable federal, state, and local laws, rules, and regulations.
- 4.6. NAC agrees that it will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

## **ARTICLE 5    RECORDKEEPING AND REPORTING**

- 5.1. NAC shall supply reports to the Director of the City of Norman's Parks and Recreation Department and the City as follows:
  - a. At least semi-annually with information describing the activities that NAC has undertaken relating to the Project since previously submitted reports. This report may be included with other reports given to the City as required elsewhere or in other agreements. This report shall include NAC's activities in areas such as, but not limited to:
    - i. Development or updating of any administrative guidelines, procedures, or applications;
    - ii. Marketing and communications activities and performance measures; and
    - iii. Detailed status of any potential, ongoing, and completed Murals through the Project.
  - b. Quarterly with financial reports that include revenue and expense reports compared to budget and balance sheets covering the reporting period and year-to-date. The year-end financial report submitted by NAC to the City shall include an audited financial statement for the previous year, said statement shall be furnished by NAC to the City as soon as reasonably possible after the close of the previous fiscal year.
- 5.2. All detailed records associated with this Agreement shall be made available for review within ten (10) days by NAC upon request from the City. NAC agrees to maintain all financial records associated with the performance of this Agreement for a period of five (5) years following expiration or termination of this Agreement.

## **ARTICLE 6    LIABILITY**

- 6.1. The City agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended.

6.2. NAC agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all liability for costs, losses, damages, liabilities, expenses, demands, claims, and judgments, including court costs and attorney's fees, resulting from, or arising out of, NAC's acts, omissions or performance under this Agreement, except to the extent such are caused by the sole negligence of the City. Further, the City shall not be liable or responsible to NAC for any loss or damage to any property or person occasioned by a third party or any Force Majeure event. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Agreement.

6.3. This Article 6 shall survive expiration or termination of this Agreement.

## **ARTICLE 7 INSURANCE**

At all times during the Term of this Agreement, or any extensions thereof, NAC, at its own expense, shall maintain such insurance as is reasonably necessary to safeguard the parties from any liability or loss that may occur as a result of the Project, and in not less than the amounts prescribed by the Oklahoma Governmental Tort Claims Act and subsequent revisions thereto. If applicable, NAC shall also keep in force Worker's Compensation insurance in accordance with State Laws. NAC shall be solely responsible for any Worker's Compensation and/or Employer's Liability Insurance.

## **ARTICLE 8 TERMINATION**

- 8.1. *For Cause*: This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement.
- 8.2. *For Convenience*: The City may terminate this Agreement for any reason upon thirty (30) days' written notice to NAC.
- 8.3. *Force Majeure*: Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events.

## **ARTICLE 9 NOTICE**

Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Jason Olsen  
Director of Parks and Recreation  
225 N Webster Ave.

Norman, OK 73070  
405-366-5477

Contractor:

Norman Arts Council  
Leslie Nottingham, Executive Director  
122 E Main St.  
Norman, OK 73069  
405-360-1162

#### **ARTICLE 10 GOVERNING LAW; VENUE**

This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

#### **ARTICLE 11 ENTIRE AGREEMENT; AMENDMENTS**

This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.

#### **ARTICLE 12 ASSIGNMENT**

This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.

#### **ARTICLE 13 NON-WAIVER**

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

#### **ARTICLE 14 AUTHORITY**

Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein.

#### **ARTICLE 15 SEVERABILITY**

If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

**ARTICLE 16 BINDING EFFECT**

All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

*[Signatures on following page]*

In Witness Whereof, the parties hereunto set their hands and seals the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

**NORMAN ARTS COUNCIL, INC.**

BY: Leslie Nottingham  
Title: Exec Dir

**ACKNOWLEDGEMENT**

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Cleveland )

Before me, the undersigned, a Notary Public in and for said County and State, this 19<sup>th</sup> day of August, 2026, personally appeared Leslie Nottingham to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Deborah Gonzalez  
Notary Public

My commission expires:

11/12/28



**CITY OF NORMAN**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by the Norman City Council.

BY: \_\_\_\_\_  
Stephen T. Holman, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Meyer, City Clerk

Approved as to form and legality this 6<sup>th</sup> day of October, 2026.

Stephen T. Holman  
City Attorney

**EXHIBIT A****Gray Street Parking Lot Mural Project****1. Overview**

The Public Arts Committee of the Norman Arts Council shall utilize Fifty Thousand Dollars (\$50,000.00) of already allocated public art funds for a new mural initiative. The project aims to commission six (6) permanent murals to be installed on the alley-facing barrier walls of the Gray Street parking lot, located in the heart of downtown Norman.

**2. Project Description**

The Gray Street Mural Project is intended to beautify a currently underutilized and highly visible space, enhancing the pedestrian experience and reinforcing Norman's identity as a city that celebrates creativity and public art. The selected mural sites, located on the alley-facing walls of the Gray Street barrier walls, offer a unique canvas for impactful visual storytelling and community engagement.

**3. Artist Selection**

To ensure a balance of local relevance and external perspective, we propose the following structure for artist selection:

- a. Three (3) "Local Artists," meaning residents of Norman or surrounding communities in Oklahoma; and
- b. Three (3) "Non-Local Artists," meaning artists from outside the region with proven mural experience.

An open call for artists will be released as soon as possible following contract execution with a focus on inclusive outreach, particularly to underrepresented artists and communities.

**4. Budget**

The total project budget is Fifty Thousand Dollars (\$50,000.00), which will be used to cover:

- a. Artist fees and materials;
- b. Equipment rental (e.g., scaffolding, lifts);
- c. Site preparation and sealing; and
- d. Coordination, insurance, and contingency costs.

**5. Timeline**

- a. Call for Artists Released: Fall 2026
- b. Artist Selection Finalized: Winter 2026-2027
- c. Site Preparation and Planning: Winter 2027

- d. Mural Execution: Spring 2027
- e. Target Completion: Weekend of Norman Music Festival 2027

This timeline allows for sufficient lead time to coordinate with the Norman Music Festival, potentially aligning the mural unveiling with the event for increased visibility and public engagement.

## **6. Goals and Impact**

- a. Enhance public space through permanent, professionally produced artwork;
- b. Celebrate diverse artistic voices from Norman and beyond;
- c. Strengthen the visual and cultural identity of downtown Norman;
- d. Attract foot traffic and cultural tourism to the area; and
- e. Provide a lasting creative legacy in alignment with the City's strategic public art goals.