

AGREEMENT

This Agreement is a contract, made and entered into this 15th day of September, 2026 (the "Effective Date") by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Board of Regents of the University of Oklahoma on behalf of the Gibbs College of Architecture, hereinafter called "GCA."

SERVICES

1. The City understands and agrees that work done on its behalf will be undertaken by a team of design and construction students and their faculty lead as part of a student educational experience, and that this educational component is the primary purpose of GCA Design + Build Program. The City understands and agrees that GCA must at all times comply with all applicable University of Oklahoma policies and procedures.
2. Ownership of the design produced and constructed pursuant to this Agreement shall be retained by the creator(s) and/or GCA, as applicable and appropriate. The creator(s) and/or GCA, if applicable, hereby grants the City a non-exclusive, royalty-free license to use and/or reproduce the design solely for the City's non-commercial, research, educational, and/or public services purposes.
3. The work shall conform to the Project Statement, attached hereto as "Exhibit A" and made a part of this Agreement by reference. Any changes, additions or subtractions to the scope of work shall be approved in writing by both the City, GCA, and the faculty lead.
4. The City has the right to terminate this Agreement if dissatisfied with the services rendered, provided the City communicates, in writing, its dissatisfaction and the reasons therefore, to the faculty lead. The parties understand the City is subject to annual appropriations by the Norman City Council, and, as such, the City may also terminate this Agreement should there be insufficient appropriations for the project. If the City terminates the project prior to completion, the City will reimburse GCA for documented expenses. If the City terminates after fifty percent (50%) of the project is completed, the City will also reimburse GCA for the administrative fee. The GCA may terminate this Agreement in the event the City fails to reasonably cooperate, is unwilling to participate in activities necessary to complete the project, or fails to comply with the payment terms of this Agreement.

FEES

The cost of the project shall not exceed a total of Eighty-Two Thousand, Five Hundred Dollars (\$82,500.00), with Seventy-Five Thousand Dollars (\$75,000.00) allocated for the design and construction of the project and Seven Thousand, Five Hundred Dollars (\$7,500) allocated for a ten percent (10%) administrative fee by GCA. This not to exceed project cost, which includes costs for materials, labor, and subcontractors, will be covered by the City. GCA will not charge the City for student labor or other overhead expenses.

TERM

This Agreement shall be effective as of the Effective Date written above and shall continue until successful completion of the project, as determined by the City, such determination not to be unreasonably withheld, unless earlier terminated pursuant to the provisions of this Agreement.

TERMS AND CONDITIONS

1. 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:

Director of Parks and Recreation
225 N Webster Avenue
Norman, Oklahoma 73069
Phone: (405) 366-5477

GCA:

Office of Legal Counsel
660 Parrington Oval, Ste 213
Norman, Oklahoma 73019

With a copy to:

Bryan Bloom, Design + Build Faculty Lead
830 Van Vleet Oval
Gould Hall, Room 180
Norman, Oklahoma 73019-4115
Phone: (405) 325-6404

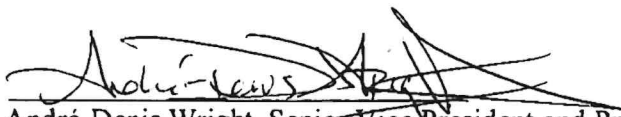
2. This Agreement contains the entire understanding of the parties and may not be amended or modified, except in writing, signed by each of the parties hereto.
3. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma. The venue for any action under this Agreement 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.
4. This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.
5. Both parties agree that they 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.

6. This Agreement does not create any partnership or joint venture between the parties hereto, nor render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.
7. 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.
8. 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.

[Signatures on following page]

THE UNIVERSITY OF OKLAHOMA

BY: 
André-Denis Wright, ~~Senior Vice President~~ and Provost
The University of Oklahoma

ACKNOWLEDGED BY:


Bryan Bloom, *Design + Build Faculty Lead*
The University of Oklahoma

ACKNOWLEDGEMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of September, 2026, personally appeared André-Denis Wright 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.



My commission expires:

12/15/26



THE CITY

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

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 8 day of October, 2026.

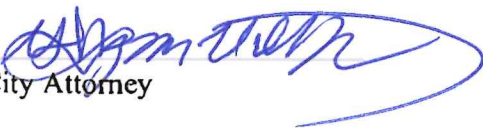

City Attorney

EXHIBIT A – PROJECT STATEMENT

PROJECT OVERVIEW

The City of Norman was recently awarded a TSET Built Environment Grant to support the replacement of the Kid's Space playground at Reaves Park in Norman, Oklahoma. In collaboration with this City project, GCA will design and build a new open-air pavilion facility near the Kid's Space playground, to be located as identified per files provided by the City.

GCA/OU TEAM

The GCA/OU team will consist of students from the divisions of Architecture and Construction Science. The project leads and points of contact are Prof. Bryan Bloom and Dan Butko.

DELIVERABLES

- The final deliverable will be a constructable design and a completed build of the open-air pavilion facility described in the project overview, with the following exclusions: mechanical, electrical, plumbing systems, insulation, interior finishes, signage, and furnishings

TENTATIVE PROJECT SCHEDULE

The design will be furnished to City for approval no later than 09/30/26.

Site shall be demolished and made available by City no later than 10/16/26.

Construction will commence no later than 10/19/26 and conclude no later than 05/31/27.