

**AUTHORIZATION FOR  
AGREEMENTS, MOUs, OR  
OTHER DOCUMENTS OBLIGATING  
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Public Ant archive website Date: 2-21-24

Statement of Purpose: West AF Public Ant  
archive website lyra term

Department Head Signature: [Signature]

Remarks, if any: \_\_\_\_\_

City Attorney Review and Signature: See Attached Date: 2-21-24

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

\_\_\_\_\_  
Name/Position  
Date: \_\_\_\_\_

Budget Confirmed: Signature  
Yes ☒ No ☐ N/A ☐

Certificate of Insurance Attached: Yes ☐ No ☒ N/A ☐

City Council Approval Needed: Yes ☐ No ☒ Date: \_\_\_\_\_

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 2-21-24

Acting City MGR.  
Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date posted on website: \_\_\_\_\_



**Public Art Archive™ | COLLECTION MANAGEMENT SYSTEM SERVICE AGREEMENT**

WESTAF [REDACTED]  
[REDACTED]  
[REDACTED]

**Effective Date: 2-21-2024**

This Public Art Archive Collection Management System Service Agreement (this "Agreement") as dated above ("Effective Date") and entered into between Western States Arts Federation, a Colorado nonprofit corporation ("WESTAF"), and the client identified in the signature block of this Agreement ("Client"). WESTAF and Client agree as follows:

**1. Definitions.**

1.1 "Client Data" means the information, including images, text, and video, input into the Public Art Archive Collection Management System Service by Client.

1.2 "Client Information Form" means the client information form completed by Client and accepted by WESTAF, the form of which is attached to this Agreement as Attachment 3, as amended from time to time by the agreement of Client and WESTAF.

1.3 "Documentation" means WESTAF's description of the Service and the User Manual as provided to Client in connection with the Public Art Archive Collection Management System Service in electronic or hard copy format, or on the website through which the Service is made available to Client, as updated from time to time during the Term of this Agreement

1.4 "Fees" have the meaning given in Section 3.1.

1.5 "Intellectual Property Rights" means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

**1.6 "Service", "Public Art Archive Collection Management System Service", and "PAA CMS" each means the web-based service owned and made available by WESTAF as described in Attachment 1 that allows organizations and administrators to manage their own public art collections.**

**1.7 "Support" means WESTAF's standard technical support for Client's use and operation of the Public Art Archive Collection Management System Service as described in Attachment 2.**

**1.8 "Term" has the meaning given in Section 4.1. The Term denotes the period of time that Client has access to the Service.**

**1.9 "Third Party Software" means any third party computer software programs used by Client in conjunction with its use of the Public Art Archive Collection Management System Service.**

**1.10 "User" means an employee or independent contractor of Client who or which is authorized by Client to use the Public Art Archive Collection Management System Service for Client's needs on behalf of Client and have been supplied user identifications and passwords by WESTAF and/or Client for this purpose.**

**1.11 "User Account" has the meaning given in Section 2.4.**

## **2. Service.**

**2.1 Services. Subject to the terms and conditions of this Agreement, WESTAF shall (a) make the Public Art Archive Collection Management System Service available to Client during the Term in accordance with this Agreement, and (b) provide Support and the Setup Services as described in Attachment 2.**

**2.2 Access and Use. Subject to the terms and conditions of this Agreement, WESTAF grants to Client, during the Term, a non-exclusive, non-transferable, limited right to remotely access and use the Public Art Archive Collection Management System Service in accordance with the Documentation and the other terms and conditions of this Agreement solely to manage the Client's public art collection as described in a Client Information Form.**

**2.3 Client Resources. Client shall be solely responsible for, at its own expense, acquiring, installing and maintaining all connectivity equipment, Internet and network connections, hardware, Third Party Software and other equipment as may be necessary for its Users to connect to and obtain access to the Public Art Archive Collection Management System Service.**

**2.4 Users.** WESTAF will assign the Client one User with a unique user identification name and password ("User ID") for access to and use of the Public Art Archive Collection Management Service (each being a "User Account"). Client is responsible for assigning additional Users with User ID's and for ensuring the security and confidentiality of its User IDs as well as all activities that occur under Client's User Accounts. User IDs may not be provided to any individual who is not a User. Client will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Public Art Archive Collection Management Service and will notify WESTAF promptly of any such unauthorized use. Access to the Public Art Archive Collection Management Service cannot be shared with anyone other than Client's Users.

**2.5 User Conduct.** Client agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Public Art Archive Collection Management Service. Client agrees not to use and not to permit its Users or any third party to use the Service to: (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, without their consent; (c) transmit through or post on the Service unlawful, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit any material that may infringe or violate the intellectual property rights or other rights of third parties, including trademark, copyright, or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code; (f) interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies, or procedures of such networks; (g) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; (h) harass or interfere with another user's use and enjoyment of the Service; or (i) commit or aid in the commission of any unlawful or dishonest act, violate any person's rights, or annoy, harass, harm, threaten or intimidate another person.

**2.5 Restrictions on Use.** Use of the Service is limited solely to the management of the public art collection or collections owned by Client and described in a Client Information Form. Client is responsible for all activities that occur under Client's User Accounts. Except as expressly permitted in this Agreement or as otherwise authorized by WESTAF in writing, Client will not permit any User or third party to (a) copy, transmit, store, publicly display, modify, adapt, alter, translate, or create derivative works with respect to the Service, except as required to use and within the limitations and restrictions included as part of the Public Art Archive Collection Management System Service; (b) sublicense, lease, rent, loan, sell, resell, distribute, make available or otherwise use or transfer the Service or access to or use of the Public Art Archive Collection Management System Service to any third party or for the benefit of any third party for any purpose; (c) reverse

engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Service; or (d) otherwise use or copy the Public Art Archive Collection Management System Service or any component of it, except as expressly allowed by this Agreement.

**2.6 Client Data.** Client owns all Client Data and WESTAF makes no claim of ownership in or to and does not exert any control over Client Data. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client Data and represents and warrants that it has the right to use and manage all Client Data in connection with its use of the Services. WESTAF shall not be responsible or liable for the storage, use, deletion, correction, destruction, damage, or loss of or the failure to store any Client Data through the Service or otherwise. WESTAF will only access Client's User Accounts and access or use the Client Data to provide the Service; to perform its obligations and to exercise its rights under this Agreement; as permitted by the Privacy Policy; as required to comply with lawful legal process; and as necessary, in its commercially reasonable judgment, to protect the Service or Client Data from any unauthorized use and to prevent the Service or Client Data from being used to defraud or harm any person, including but not limited to WESTAF, Client, any Client User or any third person.

### **3. Fees and Payment.**

**3.1 Fees.** As consideration for use of the Public Art Archive Collection Management System Service and the provision of Support and other services under this Agreement, Client agrees to pay to WESTAF the fees set forth in Attachment 1 for use of the Public Art Archive Collection Management System Service ("Fees").

**3.2 Payment Terms.** Client will pay all Fees within 30 days after the receipt of WESTAF's applicable invoice. WESTAF reserves the right (in addition to any other rights or remedies it may have) to suspend or terminate Client's access to and use of the Service during any period Fees are past due. All payments must be made in U.S. dollars. All Fees are exclusive of, and Client will pay, all applicable, sales, use and other taxes (other than taxes on WESTAF's net income), export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement, except for those taxes from which Client is exempt.

### **4. Term; Termination.**

**4.1 Term.** The term of this Agreement shall be a one (1) year period, unless sooner terminated as provided for under this Agreement, and will comprise the Initial Term and any Renewal Term(s) (the "Term"). The Initial Term will begin upon the Effective Date.

**4.2 Automatic Renewal.** This Agreement shall be automatically renewed for successive one (1) year terms (a "Renewal Term") unless either party gives written notice to the other at least ninety (90) days prior to the expiration of any Term. Fees for renewals will be at the then-current rates for the Public Art Archive Collection Management System Service.

**4.3 Termination.** Either party may terminate this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof.

**4.4 Effects of Termination.** Upon termination of this Agreement and subject to the last sentence of this Section 4.4, (a) any amounts owed to a party under this Agreement before such termination will be immediately due and payable; (b) all rights granted in this Agreement, including Client's access to the Service, will immediately cease to exist; and (c) unless otherwise permitted by WESTAF, Client must discontinue all use of the Public Art Archive Collection Management System Service and return to WESTAF or destroy all copies of the Documentation in Client's possession or control, except for one archival copy that Client may retain to comply with state retention requirements for the required time period, prior to return or destruction thereof. Sections 1, 2.6, 3, 4.4, 5, 6, 7, 8, and 9 will survive termination of this Agreement for any reason as will any other provision of this Agreement that contemplates its effectiveness after the termination of this Agreement.

## **5. Warranty Disclaimer.**

**5.1 Performance.** During the Term, WESTAF warrants that the Public Art Archive Collection Management System Service, when used as permitted by WESTAF and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation (the "Performance Warranty"). WESTAF will, at its own expense and as its sole obligation and Client's exclusive remedy for any breach of this Performance Warranty, use reasonable commercial efforts to correct any reproducible material error in the Public Art Archive Collection Management System Service reported to WESTAF by Client in writing during the Term or, if not possible to do so within a reasonable period of time or at a reasonable cost, return to Client the unearned portion of any Fees paid by Client and this Agreement will be deemed terminated.

**5.2 Disclaimers.** THE EXPRESS WARRANTIES IN SECTION 5.1 AND SECTION 8.3 ARE IN LIEU OF AND WESTAF HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PUBLIC ART ARCHIVE COLLECTION MANAGEMENT SYSTEM SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WESTAF DOES NOT WARRANT CLIENT'S USE OF THE PUBLIC ART ARCHIVE COLLECTION MANAGEMENT SYSTEM SERVICE WILL BE ERROR-FREE, TIMELY, OR UNINTERRUPTED. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 5.1 AND



SECTION 8.3, ACCESS TO AND USE OF THE PUBLIC ART ARCHIVE COLLECTION MANAGEMENT SYSTEM SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS.

**6. Indemnification.** To the extent permitted by law, Client shall indemnify, defend, and hold WESTAF and each of its parents, subsidiaries, affiliates, officers, directors, managers, members, employees, attorneys, and agents, harmless from and against any and all claims, demands, damages, losses, liabilities, or expenses (including attorneys' fees and costs) made against WESTAF by any third party due to or arising out of or in connection with Client's use of the Service or Client's breach of this Agreement.

**7. Limitation of Liability.** EXCEPT FOR MISAPPROPRIATION OR INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR AVAILABILITY OF THE PUBLIC ART ARCHIVE COLLECTION MANAGEMENT SYSTEM SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WESTAF'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE PUBLIC ART ARCHIVE COLLECTION MANAGEMENT SYSTEM SERVICE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO WESTAF DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

## **8. Security and Privacy**

**8.1 Privacy Policy.** Access to and use of the Public Art Archive Collection Management System Service is subject to WESTAF's privacy policy as published online at <http://www.westaf.org/privacy>, and available through the website for the Public Art Archive Collection Management System Service, as such policy may change from time to time (the "Privacy Policy").

**8.2 Security.** During the Term, the Public Art Archive Collection Management System Service will substantially implement and maintain generally-acknowledged industry best practices for client security and privacy considering the type of data and the risks arising from a breach of the data.

**8.3 Security Warranty.** WESTAF warrants that the Public Art Archive Collection Management System Service will be compliant with SSL (secured sockets layer) protocols that encrypt communication between the server and the user's browser (the "Security Warranty"). If WESTAF breaches the Security Warranty, then WESTAF will do the following as Client's sole remedy: (a) defend Client against any third-party claims arising out of and proximately caused by the breach of the Security Warranty to the extent such a defense is actually covered by

any Breach Liability Coverage, as defined below, in effect for WESTAF's benefit; and (b) indemnify and hold harmless Client from all damages (other than consequential and indirect damages and any exemplary damages), including claims by third party claimants, arising out of and proximately caused by the Service to the extent such damages both arise out of and are proximately caused by a breach of the Security Warranty and are actually covered by any Breach Liability Coverage in effect for WESTAF's benefit.

**8.4 Cyber Liability/Security Breach Insurance.** WESTAF presently has and will use commercially reasonable efforts to maintain liability insurance which provides coverage for breaches of the Security Warranty affecting the Service with limits of liability of at least \$1,000,000 per claim and \$1,000,000 on an annual aggregated basis (the "Breach Liability Coverage"). The parties intend and agree that WESTAF's obligations and liability and Client's rights under this Section 8 are limited solely to amounts actually available under the policies of Breach Liability Coverage maintained by WESTAF.

## **9. General**

**9.1 Proprietary Rights.** The Public Art Archive Collection Management System Service and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of WESTAF and its affiliates. All rights in and to the Public Art Archive Collection Management System Service not expressly granted to Client in this Agreement are reserved by WESTAF and its affiliates. Client will not remove, alter, or obscure any proprietary notices (including copyright notices) of WESTAF or its affiliates in the Documentation or included as part of the Public Art Archive Collection Management System Service.

**9.2 Third Party Interactions.** Client may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between Client and the applicable third party. WESTAF shall have no liability, obligation, or responsibility for any correspondence, purchase, or promotion between Client and any such third party.

**9.3 Assignment.** Neither party may assign or transfer, by operation of law or otherwise, any of its rights under the Agreement (including the rights granted to Client to access the Public Art Archive Collection Management System Service) to any third party without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement, without consent but upon at least ten (10) days advance notice to the other party, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock,



reorganization or otherwise. An assignment may increase Fees if it results in a change in terms accepted by WESTAF. Any attempted assignment or transfer in violation of this Section 9.3 will be null and void.

**9.4 Force Majeure.** Except for any payment obligations, neither party shall be liable for any delay in performing or failing to perform obligations resulting from acts of God, inclement weather, fire, explosion, floods, insurrection, war, or riots or civil disturbances.

**9.5 Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), electronic mail, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature to this Agreement, and will be effective upon receipt or refusal of delivery. Either party may change its address by giving written notice of the new address to the other party.

**9.6. Export Control.** WESTAF controls and operates this Service from its location in the United States and is subject to the United States Export Administration Laws and Regulations. WESTAF makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States, Client is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of other countries. Any use of the Service contrary to United States law is prohibited. Client shall comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

**9.7 Governing Law and Venue.**

**9.7.1 In General.** Except as provided for in Section 9.7.2, this Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its choice of laws rules. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding.

**9.7.2 Governmental Entities.** If Client is a governmental entity or agency, then this Agreement will be governed by and interpreted in accordance the laws of the state under which Client is organized or created without reference to such state's conflict of laws rules. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in such state in a judicial district in which Client's executive offices are located and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

**9.8 Remedies.** Except as exclusive obligations and remedies are expressly provided for in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the Public Art Archive Collection Management System Service contains valuable trade secrets, Intellectual Property and other proprietary information of WESTAF, that any actual or threatened breach of Section 2 of this Agreement will cause immediate and irreparable harm to WESTAF for which monetary damages would be an inadequate remedy, and that injunctive relief without necessity of any bond being posted is an appropriate remedy for such breach. If any legal action is brought by a party to interpret or enforce this Agreement, then the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and court costs, in addition to any other relief it may receive

**9.9 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**9.10 Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Section 6 will remain in effect notwithstanding the unenforceability of any provision in Section 5.2 or Section 7.1 of this Agreement.

**9.11 Construction.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to" and references to "Sections" and "Attachments," without further modification refer to the Sections and Attachments to this Agreement.

**9.12 Entire Agreement.** This Agreement (including all Attachments) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. The terms of any purchase order or similar document submitted by Client to WESTAF concerning this Agreement or the Public Art Archive Collection Management System Service will have no effect.

**10. Attachments.** There are 3 Attachments to this Agreement, Attachments 1, 2, and 3 (each referred to as an "Attachment" and its number). All Attachments which are a part of this Agreement are incorporated into this Agreement as if set forth in full in this Section 10. Words used in an Attachment which are not defined in the Attachment have the meaning given to them in this Agreement.

The duly authorized representatives of WESTAF and Client have executed this Service Agreement as of the Effective Date.

Client- City of Newport Oregon	Public Art Archive™   WESTAF
Signature: 	Signature: 
Printed: Erik Glover	Printed: Lori Goldstein
Title: Acting City Manager	Title: Public Art Archive Manager
Address: 169 SW Coast Highway Newport, Oregon 97365	Address:  
Date: 2-21-24	Date: 2-21-24

**ATTACHMENT 1**  
**PUBLIC ART ARCHIVE COLLECTION MANAGEMENT SYSTEM SERVICE DESCRIPTION**  
**AND FEE SCHEDULE**

**1. Service Description.** The Service to which access will be provided under this Agreement will be the current release of the WESTAF web-based service accessed at the URL addresses set forth in paragraph 2 of this Attachment, or any other address provided by WESTAF, and known as Public Art Archive Collection Management System Service, which is a web-based collection management system, which includes the transmission of, access to, and storage of Client Data.

**2. Access.** Client shall access and use the Software and Public Art Archive Collection Management System Service through the administrator's website interface provided at a sub-domain of cms.publicartarchive.org.

**3. Fees.** The following Fees apply to Client's access and use of the Public Art Archive Collection Management System Service for the Initial Term and each Renewal Term:

Name	Price	Subtotal
<input checked="" type="checkbox"/> Public Art Archive Collection Management System Small Collection (0 - 150 Artworks)	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> Public Art Archive Collection Management System Large Collection (151+ Artworks)	\$2,000.00	\$2,000.00
<b>Additional Services (Optional)</b>		
<input checked="" type="checkbox"/> Data Migration (FEE WAIVED) PAA team will migrate data from a legacy system, spreadsheet, etc. into your new CMS	\$0.00	\$0.00

<input checked="" type="checkbox"/> <b>Collection Showcase Page</b> A customized landing page for your collection designed in collaboration with the client. Includes interactive collection map embed code	<b>\$500.00</b>	<b>\$500.00</b>
<input type="checkbox"/> <b>Embeddable Interactive Collection Map Only</b> PAA will provide you with an embed code for use on an external site	<b>\$250.00</b>	<b>\$250.00</b>
<input checked="" type="checkbox"/> <b>Web Publishing to the Public Art Archive (FREE)</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Subtotal</b>	<b>\$1,500.00</b>
<b>Total</b>	<b>\$1,500.00</b>



**ATTACHMENT 2**  
**SETUP AND SUPPORT**

**1. Setup Services and Training.**

WESTAF will provide the services necessary to assist and train Client to integrate Client's related information with the Service and in the basic functioning of the Service, consisting of standard training, web based documentation, and standard technical support (the "Setup Services"). Client shall assign and have available a project coordinator and sufficient personnel to assist in the timely and orderly implementation of the Service. Standard training shall be provided to Client's personnel, which may or may not include representatives of other clients, shall be conducted through electronic communication and email support, or a combination of each as determined by WESTAF. Additional training, migration support, and consultations beyond the standard setup training can be purchased at WESTAF's then-current standard rate.

**2. Support.**

2.1 Standard technical support is provided Monday through Friday (U.S. national holidays excepted) from 9:00 a.m. through 5:00 p.m. Mountain Time (a "business day") and consists of email support and telephone support (within the U.S. and Canada) during the Term. Extended technical support will only be provided and arranged if mutually agreed by WESTAF and Client at WESTAF's then-current standard rates.

2.2 Support does not include any on-site technical support or any assistance to Client in its use and operation of the Service or any other aspect of the Public Art Archive Collection Management System Service beyond those services included as part of WESTAF's standard set up services. Any additional services may be provided based on mutual scheduling between WESTAF and Client at WESTAF's then-current standard rates and terms.

**ATTACHMENT 3**  
**CLIENT INFORMATION FORM**

**Primary Contact Information**

Organization Name:	City of Newport Oregon
Contact Name:	Erik Glover
Contact Email:	e.glover@newportoregon.gov
Contact Phone:	541-574-0613
Mailing Address:	169 SW Coast Highway
City:	Newport
State:	Oregon
ZIP:	97365

**Finance Contact (to receive invoices, statements, and remittance payments (if different from above):**

Billing Organization:	
Billing Contact Name:	
Billing Contact Email:	
Billing Contact Phone:	
Billing Mailing Address:	
Billing City:	
Billing State:	

Billing ZIP:	
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### Payment Information

Payment must be made online using Visa/MC and processed by PayPal. If you are paying by check, include check payment along with signed contract. Delayed procurement payment may result in delayed processing.


### Public Art Archive Collection Management System Intake Information

Collection Name:	City of Newport Oregon
Preferred CMS URL:*	Newport.publicartarchive.org
Number of Users:	2
User Name(s):	Newportpublicart
User Emails(s):	<a href="mailto:e.glover@newportoregon.gov">e.glover@newportoregon.gov</a> , <a href="mailto:t.reeves@newportoregon.gov">t.reeves@newportoregon.gov</a>
Desired access start date:	2-21-2024

\*URL format is **blank.publicartarchive.org**. URLs can include an acronym for your collection name or organization, your city's name, etc. (EX: westaf.publicartarchive.org; denver.publicartarchive.org)

### Approval

This Client Information Form is hereby accepted by WESTAF:

Signature:	
Name:	Lori Goldstein
Title:	Public Art Archive Manager
Date:	2-21-24

## Erik Glover

---

**From:** David Allen  
**Sent:** Sunday, February 18, 2024 5:52 PM  
**To:** Cynthia Jacobi; Spencer Nebel  
**Cc:** Erik Glover; Melanie Nelson  
**Subject:** Re: Public arts legal review  
**Attachments:** 2024FY CaFE Service Agreement - New Acct - City of Newport.pdf; PAA CMS Service Agreement 2024\_Newport OR.docx

Have taken a look at both agreements (attached) and the 'General' provisions under section 9 of both agreements look okay, in particular the 'Governing Law and Venue' provision for 'Governmental Entities.' Beyond that, I have no comment other than if the committee wants to engage the services of WESTAF, and these are the agreements required to be signed, then Spencer can decide whether or not to sign them before leaving for vacation this upcoming week. -- David

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From: David Allen  
Sent: Thursday, February 15, 2024 10:17 AM  
To: Cynthia Jacobi  
Cc: Erik Glover; Spencer Nebel  
Subject: Re: Public arts legal review

It was forwarded to me last week along with another agreement ... no timeline was given as to approval. Will take a look at it tomorrow. --David

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From: Cynthia Jacobi  
Sent: Thursday, February 15, 2024 9:06 AM  
To: David Allen  
Subject: Public arts legal review

Hi David,  
I send a plea to you for a speedy approval of the Cafe contract. The committee has had reconsiderations as the is the initial outreach for the rotating sculpture program.  
With appreciation -  
Cynthia

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