

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the ____ day of _____, 2018, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, and **LEXARTS, INC.** ("Organization"), with offices located at 161 North Mill Street, Lexington, Kentucky 40507,

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization as Fiscal and Project Manager for the commissioning and installation of artwork on and along Southland Drive in Lexington, Kentucky, as follows: (1) an eighteen month contemporary sculpture exhibition featuring ten (10) works by regional artists that encourages public use of sidewalks along the corridor and (2) a permanent, largescale mural on the Norfolk Southern Railroad Underpass, identified in Exhibit A, (hereinafter collectively referred to as "the Rediscover Southland Project").

2. In consideration for Organization providing the services more particularly described herein, Government shall pay Organization the sum of Fifty Thousand Dollars (\$50,000.00) upon execution of this Agreement, which funds shall be used in accordance with the "Rediscover Southland Project Budget FY19" attached hereto as Exhibit B.

3. Organization shall act as Fiscal and Project Manager for the Rediscover Southland Project, taking all reasonable steps necessary to complete the Rediscover Southland Project in a timely manner, including without limitation: distributing a call to artists for proposals, selecting proposals, and contracting with artists for the purchase and installation of selected artworks, including all intellectual property rights necessary and convenient for the public display of the selected proposals; designing, producing, installing, and distributing appropriate educational and promotional material; and applying for all licenses, approvals, etc. necessary for the placement of the selected proposals in or on their respective sites. Organization shall keep itself fully informed of all national, state, and local laws, regulations, and ordinances that in any manner affect performance of this Agreement, and shall at all times observe and comply with such laws, regulations, and ordinances, and shall indemnify Government, its officers, agents, and employees against any claim or liability arising from or based on Organization's alleged violation of such laws, regulations, or ordinances.

4. Organization shall keep current and accurate books of accounts for all money, goods, effects, debts, sales, purchases, receipts, payments, and other transactions undertaken, in whole or in part, in performance of this Agreement. Such books of accounts, together with all bonds, notes, bills, letters and other writings relating to this Agreement or Organization's performance thereof shall be maintained at the principal place of business of the Organization and Government shall have free and complete access to such at all reasonable times, and if it desires, it may have the books and papers of the Organization audited and examined by auditors, accountants, or attorneys at its own expense.

5. In all activities arising from or in relations to this Agreement, Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so.

6. This instrument and any exhibits or addendums attached hereto contain the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party not contained herein shall be valid or binding. This Agreement may not be enlarged, modified or altered except in a writing signed by the parties and endorsed hereon.

7. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization: LexArts, Inc.
161 North Mill Street
Lexington, Kentucky 40507
Att: Ellen Plummer, President & Chief Executive Officer (or
as otherwise designated in writing by Organization)

For Government: Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507
Att: Doug Burton, Director of Division of Engineering

IN WITNESS WHEREOF, the parties have executed this Agreement at

Lexington, Kentucky, the day and year first above written. _____


LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Jim Gray, Mayor

ATTEST:

Clerk of the Urban County Council

LEXARTS, INC.

By: 
Nan Plummer, President and CEO

ATTEST:



Rej Medley, Finance Director,
WITNESS/DATE: 27 Aug 2018

EXHIBIT A

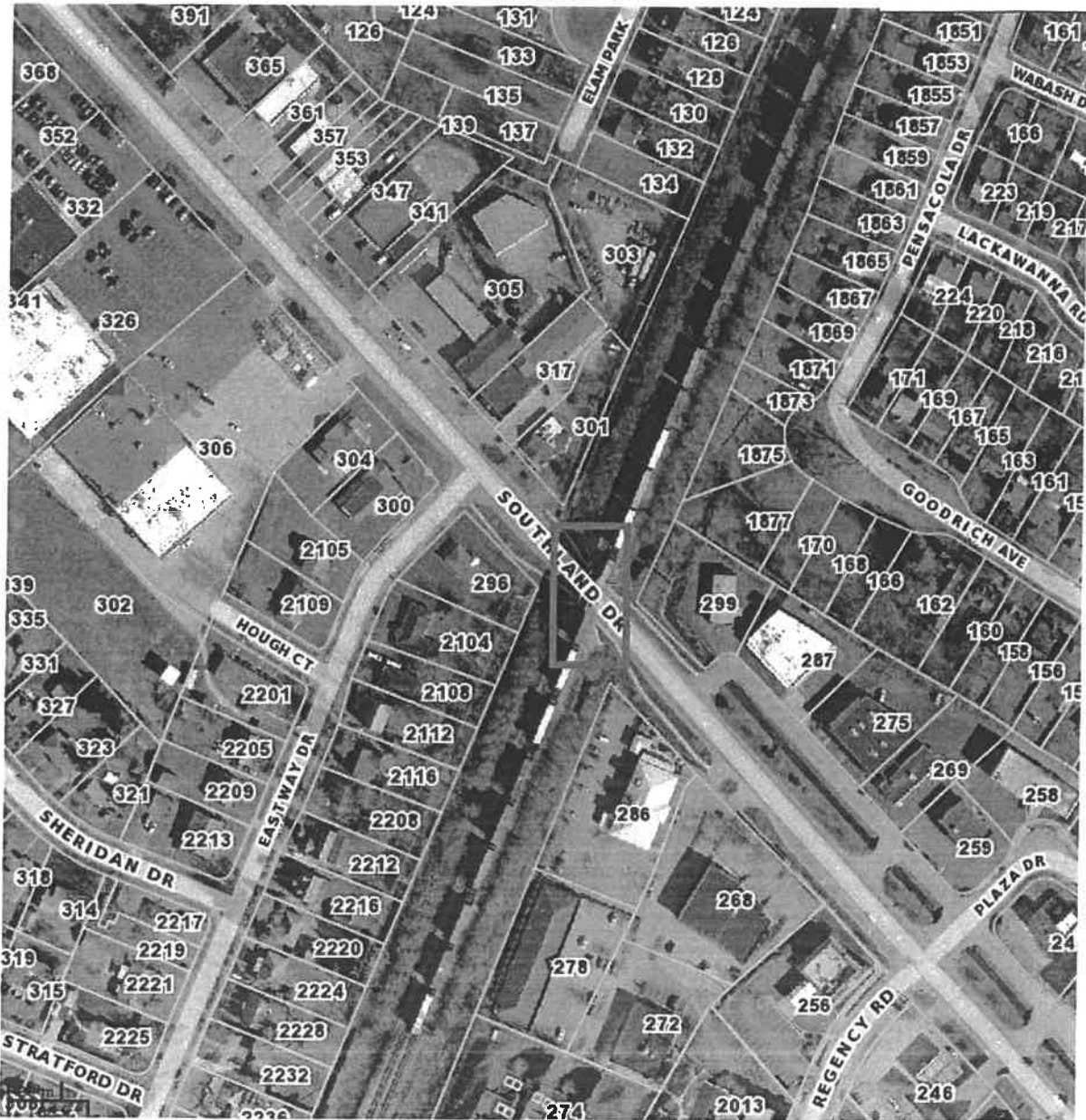


EXHIBIT B

Rediscover Southland Project Budget FY19

Income	
<i>Description</i>	<i>Amount</i>
City of Lexington	\$50,000
National Endowment for the Arts	\$25,000
<i>total</i>	\$75,000
Expenses	
<i>Description</i>	<i>Amount</i>
Permenant Artwork Artist Fee	\$25,000
Permenant Artwork Designs (3 x \$500)	\$1,500
Application to Norfolk Southern	\$1,250
Temporary Artwork Artist Fee (10 x \$1,800)	\$18,000
Pedestals for Temporary Exhibit (10 x \$500)	\$5,000
Delivery and Pickup of pedestals	\$2,000
Plaques and Printing	\$1,500
Mobile App	\$750
Project Management / Curator	\$20,000
<i>total</i>	\$75,000