

GRANT AWARD AGREEMENT

Percent for Art Fund Grant Collaborative Program

THIS AGREEMENT, made and entered into on the 6 day of March by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of the Public Art Commission, and I Was Here, Inc. (hereinafter "Grantee"), 269 West Main Street, Suite 200 Lexington, KY 40507.

WITNESSETH:

WHEREAS, the Government, through the Public Arts Commission, has funds available through the Percent for Art Resolution (535-2018) to financially support public art to be placed on the property owned by the Government, as designated by the Government; and

WHEREAS, the Grantee, has been selected to create public art or installation; and

WHEREAS, the Grantee may use the grant funds to pay for the planning, design, fabrication, and installation, of the approved public art project or installation; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Public Art Commission in accordance with Sections 2-455 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Grantee agrees to install the artwork at the Castlewood Community Center, for an eighteen (18) month period ("Initial Installation Period"). Following the de-installation of the artwork at Castlewood Community Center, Grantee shall safely and appropriately store and remain caretakers for the artwork, and shall actively seek, manage, and pay for all future installations for the artwork in other Government-owned and/or managed properties. This obligation shall last for a period not to exceed two (2) years from the date of the conclusion of the Initial Installation Period, unless extended by mutual written agreement of the parties ("Re-Installation Period"). For the purposes of this Agreement, the "project" (as used herein) includes both the initial installation of the artwork at Castlewood Community Center and subsequent future installations of the artwork during the Re-Installation Period.

The Grantee agrees to complete the obligations of this agreement within the periods set forth herein. The Grantee agrees to obtain written approval from the Program

Administrator for any time extensions. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (24) herein below.

- (2) The term of this Agreement shall be from the date of this Agreement until the conclusion of the Re-installation Period outlined herein, unless extended by mutual written agreement of the parties.
- (3) The Government hereby grants the Grantee the sum of **\$51,323** (hereinafter "the Grant"), for use in implementing the Castlewood Community Center project elements as listed in the Proposal/Scope of Work ("Attachment A") which is incorporated herein by reference as if fully set out herein.

The Grantee agrees to use the Grant only for the Castlewood Community Center portion of the project. Grantee shall not use the Grant for any services provided during the Re- Installation Period. Grantee shall pay for all future installations and de-installations of the artwork in other Government-owned and/or managed properties.

- (4) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total Castlewood Community Center project cost.
- (5) The Grantee agrees to provide \$1000 for maintenance services to the LFUCG Public Art Maintenance Fund held at Blue Grass Community Foundation.
- (6) For the Castlewood Community Center portion of the project, the Grantee agrees to provide the Government with a status report detailing installation dates and times, and an invoice for the first grant payment as well as a Project Final Report, and an invoice, within thirty (30) calendar days of the completion of the Castlewood Community Center project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.
- (7) Upon the Program Administrator, Heather Lyons, receiving satisfactory Project Status Reports and invoices from the Grantee, as well as approval of the final report from the Grantee, the Grant to the Grantee shall be disbursed in the following manner:
 - 1st payment (75%) of \$38,492 to be provided upon receipt of the first report providing dates for installation and an invoice.
 - Final Payment (25%) of \$12,831, to be provided upon completion of all installations at Castlewood Community Center, and receipt of final report, photo documentation, and invoice.
- (8) The Grantee and Government agree that the artwork approved by the Public Art Commission is considered a purchase and shall be and remain the property of the Government.

- (9) The Government shall have the discretion to retrieve the artwork at any time. If Grantee fails to install the artwork at other Government locations after the Castlewood Community Center installation, the Government may retrieve the artwork.
- (10) The Grantee shall arrange for the transportation and installation of the artwork in coordination with appropriate Government authorities. Prior to installation, the Grantee shall inspect the site and ensure its readiness for the artwork. The Grantee shall also supervise all installations and de-installations of the artwork.
- (11) The Government agrees to allow the Grantee to install the public art or installation on the relevant property. The Government retains discretion and control regarding the use of the relevant property. The Government agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded art and reporting requirements. The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) Grantee shall protect and safeguard the artwork while in its possession or control including during transport of the artwork to and from Government locations with at least the same degree of care as Grantee uses to protect its own objects and other comparable objects in its possession or control [including providing suitable environmental controls] but in no event with less than a level of care standard in the industry for such works. This shall include maintaining constant and adequate protection of the artwork from all hazards, including but not limited to: fire; water or humidity; insects; dirt; and theft; and from mishandling by unauthorized or inexperienced persons, or by the public. Grantee shall at all times keep the artwork clean and in a condition suitable for display but shall not make any repairs or conservation of the artwork without the prior written consent of Government. Grantee shall promptly notify the Government of loss of or damage to the artwork. Grantee shall not lend the artwork or otherwise transfer it to a third party
- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in the implementation of the project.
- (14) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (15) The Grantee agrees to obtain written approval from the Program Administrator for any proposed changes to the public art or installation as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (24) herein below.

- (16) The Grantee understands that the Grant shown herein in Paragraph (3) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (18) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (19) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (20) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Public Arts Commission and the Percent for Art Fund as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission. Notwithstanding the foregoing, Grantee shall not be required to indemnify or hold harmless Government against claims, suits, damages, costs, or losses, arising from activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission caused solely by the active negligence or willful misconduct of Government.

- (24) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (25) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (26) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, this the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee: Ray Jones I was here
BY: Margorie Guyon
NAME: Margorie Guyon
TITLE: Artist

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Margorie Guyon, as the duly authorized representative for and on behalf of I was here, on this the 6th day of March, 2025.

My commission expires: 07/08/2022.

Logan Ratcliff

NOTARY PUBLIC



Logan Ratcliff
Notary Public ID No KW1959971
State at Large, Kentucky
My Commission Expires on 7/8/22

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Scope of Work - Attachment A

Artist's Obligations:

The Grantee shall perform all services and furnish, or contract with, suitable vendors to perform services and furnish, at its sole expense, all supplies, fabrication, transportation, installation, and supervision of the Artwork as detailed in their proposal to the Public Art Commission.

All services must be performed in a professional and safe manner by qualified professionals and by licensed contractors as required by law. All services must be performed in strict compliance with all terms and conditions in this Agreement.

The artwork to be installed at the Castlewood Community Center, for an 18-month period, includes:

- Four (4) - 50" x 51" Aluminum Prints (images attached)
- Two (2) - 8" x 55.5" Aluminum Prints (images attached)
- Two (2) - 77" x 63" Fabric Prints (images attached)

The Grantee shall arrange for the transportation and installation of the Artwork in coordination with appropriate LFUCG authorities. Prior to installation, the Grantee must inspect the site and ensure its readiness for the artwork. The Grantee will also supervise all installation and de-installations of the work.

The Grantee must provide a first report form with notification of all confirmed installation dates, as well as the invoice for the first payment and upon completion of installation, the Grantee must submit a final report with photo documentation and final invoice.

Upon receipt of the first grant payment to the Grantee, the Grantee agrees to provide \$1000 to the LFUCG's Public Art Maintenance Fund, held by the Blue Grass Community Foundation. Payments to the fund must be made via check to the Blue Grass Community Foundation with "Lexington Public Art Maintenance Fund" in the memo line.

Grantee must acknowledge the LFUCG Public Art Commission and Percent for Art Fund in all marketing, promotion, and publicity regarding the Castlewood Community Center installation and any future installations of the work in other LFUCG properties.

The Grantee acknowledges that with the grant payment, the artwork becomes the property of the LFUCG and that the artwork is for the sole use of the LFUCG. Any other loans or uses of the artwork must be requested in writing and approved by the Public Art Commission.

Upon de-installation of the artwork from the Castlewood Community Center, the Grantee agrees to responsibly and safely store the artwork and to actively seek additional installation opportunities at other LFUCG-owned or managed facilities for a period of two (2) years.

The Grantee agrees to pay for and supervise all future installations and de-installations of this artwork at other LFUCG-owned or managed properties. The Grantee acknowledges that the LFUCG may request the temporary or permanent return of the artwork at any time.

LFUCG's Obligations

The LFUCG shall pay to the Grantee a total not to exceed **\$51,323**.

As previously noted, the LFUCG's payments will be divided into two portions upon the receipt of reports and invoices.

Upon mutually agreed upon times, the LFUCG will make the site available to the Grantee for site inspection and for installation and de-installation of the artwork.

The LFUCG will include the artwork on the Public Art Map and will provide the appropriate artist and Grantee acknowledgment.