

MEMORANDUM OF UNDERSTANDING

Design, Fabrication and Installation of Custom Artwork in Valley Park

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2018, between the Lexington-Fayette Urban County Government (LFUCG), the Cardinal Valley Park Activity Board, Inc., and Michelle Armstrong and Deborah Eller (collectively "Artists").

WHEREAS, LFUCG and the Cardinal Valley Park Activity Board have worked together to select community artists for a custom decorative fence and bench mosaic to be installed in the playground at Valley Park (hereinafter "the projects");

WHEREAS, LFUCG wishes to support the efforts of the Cardinal Valley Park Activity Board to beautify the playground at Valley Park by donating supplies and material for the projects;

WHEREAS, Cardinal Valley Park Activity Board, LFUCG, Division of Parks and Recreation, the Parks and Recreation Advisory Board, have found the design of the projects to be appropriate for the park;

WHEREAS, the projects will be reviewed and approved by the Urban County Art Review Board prior to installation; and,

NOW, THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Cardinal Valley Park Activity Board shall pay Artists \$6,000.00 for all labor and services necessary to complete all phases of the custom decorative fence and bench mosaic projects to the reasonable satisfaction of LFUCG and the Cardinal Valley Park Activity Board. The Cardinal Valley Park Activity Board shall pay artists one half (1/2) of the labor and service fee within thirty (30) days of the effective date of this Agreement (i.e. the date on which the last party hereto executes the Agreement), and shall pay the remaining one half (1/2) of the labor and service fee within thirty (30) days of the completion of installation, inspection, and approval of the projects by both the Cardinal Valley Park Activity Board and LFUCG.
2. LFUCG and the Cardinal Valley Park Activity Board shall provide Artists with all materials and supplies reasonably necessary to complete the projects to the reasonable satisfaction of LFUCG and the Cardinal Valley Park Activity Board. All materials and supplies will be delivered to a location of Artists' choosing. LFUCG shall install, at its own expense, all structural supports necessary for the installation of the custom decorative fence and instructional signs for game boards incorporated into the bench mosaic project.

3. Within ten (10) days of the effective date of this Agreement, Artists shall produce for the review and approval of Cardinal Valley Park Activity Board and LFUCG final detailed drawings of the bench mosaic design based on the conceptual designs attached as Exhibit A.
4. Within thirty (30) days of receiving written approval of the drawings submitted under Section (3), Artists shall provide a detailed project schedule for both projects with completion of the fence elements by no later than ninety (90) days after Artists receives the materials for such project, and completion of the mosaic by no later than June 30, 2019.
5. When the custom fence boards are complete, the work shall be reviewed in person by Cardinal Valley Park Activity Board and LFUCG in its current location. Any concerns or deficiencies shall be noted in writing to Artists and Artists shall address the noted items to the satisfaction of the Cardinal Valley Park Activity Board and LFUCG prior to arranging transportation of the fence boards to the park for installation. LFUCG shall be responsible for transporting the completed and approved fence boards safely to a location in Cardinal Valley Park to be specified by the Cardinal Valley Park Activity Board. Upon delivery, the Cardinal Valley Park Activity Board shall take possession of the fence boards, and shall be responsible for their timely installation.
6. When the mosaic layout is complete, the work shall be reviewed in person by the Cardinal Valley Park Activity Board and LFUCG in its current location. Any concerns or deficiencies shall be noted in writing to Artists and Artists shall address the noted items to the satisfaction of the Cardinal Valley Park Activity Board and LFUCG prior to Artists delivery and installation of the mosaic bench at the designated site in Valley Park.
7. This Agreement may only be modified by a written agreement signed by all parties hereto.

This Agreement shall automatically terminate upon the installation of the completed projects, the final approval of the projects as installed by LFUCG and the Cardinal Valley Park Activity Board, and the payment to Artists of the full labor and service fee provided in Section (1). Should any party breach this Agreement in any material manner prior to termination, any other party may declare the Agreement null and void, effective immediately, by sending written notice of the same to the other parties. In such event, Artists shall be entitled to payment for labor and services in proportion to the amount of the projects completed, to be agreed upon by all parties in advance of any sums being due. Should the amount of the projects completed be less than the 50% payment issued to Artists upon execute of the Agreement, Artists shall immediately and without delay or demand return to the Cardinal Valley Park Activity Board the portion of the 50% payment not earned before the early termination of the Agreement. Upon early termination of the Agreement, Artists shall return all materials and supplies provided by LFUCG to LFUCG, along with any and all drawings, diagrams, and artworks, whether complete or incomplete, produced in furtherance of the projects.

8. This Agreement constitutes the entire Agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
9. Time is of the essence in this Agreement.
10. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
11. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in Fayette County, Kentucky.
12. This Agreement, having been negotiated in good faith between the parties, shall not be construed against one party or the other.
13. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership or joint venture between the parties.
14. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of any third party.
15. This Agreement shall bind and inure to the benefit of the parties successors and assigns, where permitted under the terms of this Agreement.

IN WITNESS THEREOF, this Memorandum of Understanding has been executed by and on behalf of the parties hereto as to the day and year first written.

**Cardinal Valley Park
Activity Board**


Signature

WILL ANGLIN
Printed Name

PRESIDENT
Title

11-2-2018
Date

Artists


Artist 1 - Signature

Deborah C. Eller
Artist 1 - Printed Name


Artist 2 - Signature

Michelle Armstrong
Artist 2 - Printed Name

11/2/18
Date

**Lexington-Fayette Urban
County Government**

Jim Gray, Mayor

Date

X:\Cases\PARKS\18-CC0732\CONT\00630442.DOCX