

## GRANT AWARD AGREEMENT

### *Percent for Art Fund Grant Collaborative Program*

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Friends of Waverly Park, and The Friends of the Parks in Fayette Co., Inc. as Fiscal Agent (hereinafter referred to collectively as "Grantee"), 206 E. Vista, Lexington, KY 40503.

### **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, installation, maintenance, and public engagement components 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 Government hereby grants the Grantee the sum of **\$30,020** (hereinafter "the Grant"), for use in implementing the project elements as listed in the Proposal/Scope of Work ("Attachment A") which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the project set forth in Attachment A.
- (4) The Grantee agrees to provide a first report with notification of all confirmed installation dates.
- (5) The Grantee agrees to provide to the Government a Project Final Report, within thirty (30) calendar days of the completion of the project elements, summarizing all work completed, photographs, and detailing the total grant expenditures.
- (6) In conjunction with the reporting requirements and approval of the final site plans from the Grantee, the Grant to the Grantee shall be disbursed in the following manner for project grants to be awarded of \$25,000.00 or more:

- (a) Upon providing proof of completion of 25% of the work/installation of the public art, and receipt of an invoice, the first payment equaling \$ 10,000, will be paid to the Grantee.
  - (b) Upon providing proof of completion of 50% of the work/installation of the public art, and receipt of an invoice, the second payment, equaling \$ 10,000, will be paid to the Grantee.
  - (c) Upon providing proof of completion of the work/installation of the public art, as well as receipt and acceptance of a final invoice and a Project Final Report detailing completion and submittal of reporting documents, maintenance plan, and photographs, the third payment, equaling \$ 10,020, will be paid to the Grantee.
- (7) The Grantee and Government agree that any and all public art constructed or purchased with Grant monies shall be the property of the Government, unless otherwise noted in Attachment A.
- (8) 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.
- (9) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (10) 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.
- (11) 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 (22) herein below.
- (12) The term of this Agreement shall be from the date of this Agreement until completion of the maintenance requirement described in Paragraph (13) herein below. The obligation to complete the project outlined herein shall exist from the date of this Agreement until completion of the project. The Grantee agrees to complete the project within the timeline presented in Attachment A. 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 (22) herein below.
- (13) The Grantee shall retain maintenance funds and shall address any maintenance needs directly with the artist. This obligation shall remain for the life of the artwork created pursuant to this project.
- (14) The Grantee understands that the Grant shown herein in Paragraph (1) 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.
- (15) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (16) 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.

- (17) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (18) 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.
- (19) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (20) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (21) 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.
- (22) 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.
- (23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (24) 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:** \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
\_\_\_\_\_, as the duly authorized representative for and  
on behalf of \_\_\_\_\_, on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**Grantee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
\_\_\_\_\_, as the duly authorized representative for and  
on behalf of \_\_\_\_\_, on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**Scope of Work - Attachment A**

**Artist's Obligations:**

The Grantee shall perform all services and furnish, or contract with, artist Sherri Graham-Greene and appropriate vendors to perform services and furnish, at its sole expense, all supplies, fabrication, community engagement, and supervision of the art installation 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 proposed by the Public Art Commission and detailed in this Agreement.

The artwork to be installed at Waverly Park includes three locations as indicated on the following page.

The Grantee shall arrange for the site preparation and painting of the three sites in coordination with appropriate LFUCG authorities. Prior to installation, the Grantee must inspect and prepare the site and ensure its readiness for the artwork. The Grantee will also supervise all art installations and community involvement of the work.

The project shall be completed by December 30, 2025.

Grantee must acknowledge the LFUCG Public Art Commission and Percent for Art Fund in all marketing, promotion, and publicity regarding the Waverly Park art project.

The Grantee acknowledges that with the grant payment, the artwork becomes the property of the LFUCG.

**LFUCG's Obligations**

The LFUCG shall pay to the Grantee a total not to exceed **\$30,020**.

The LFUCG Parks and Recreation will provide power washing of the sites to prepare them for painting.

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

**Waverly Park Public Art Sites -**

Location No. 1



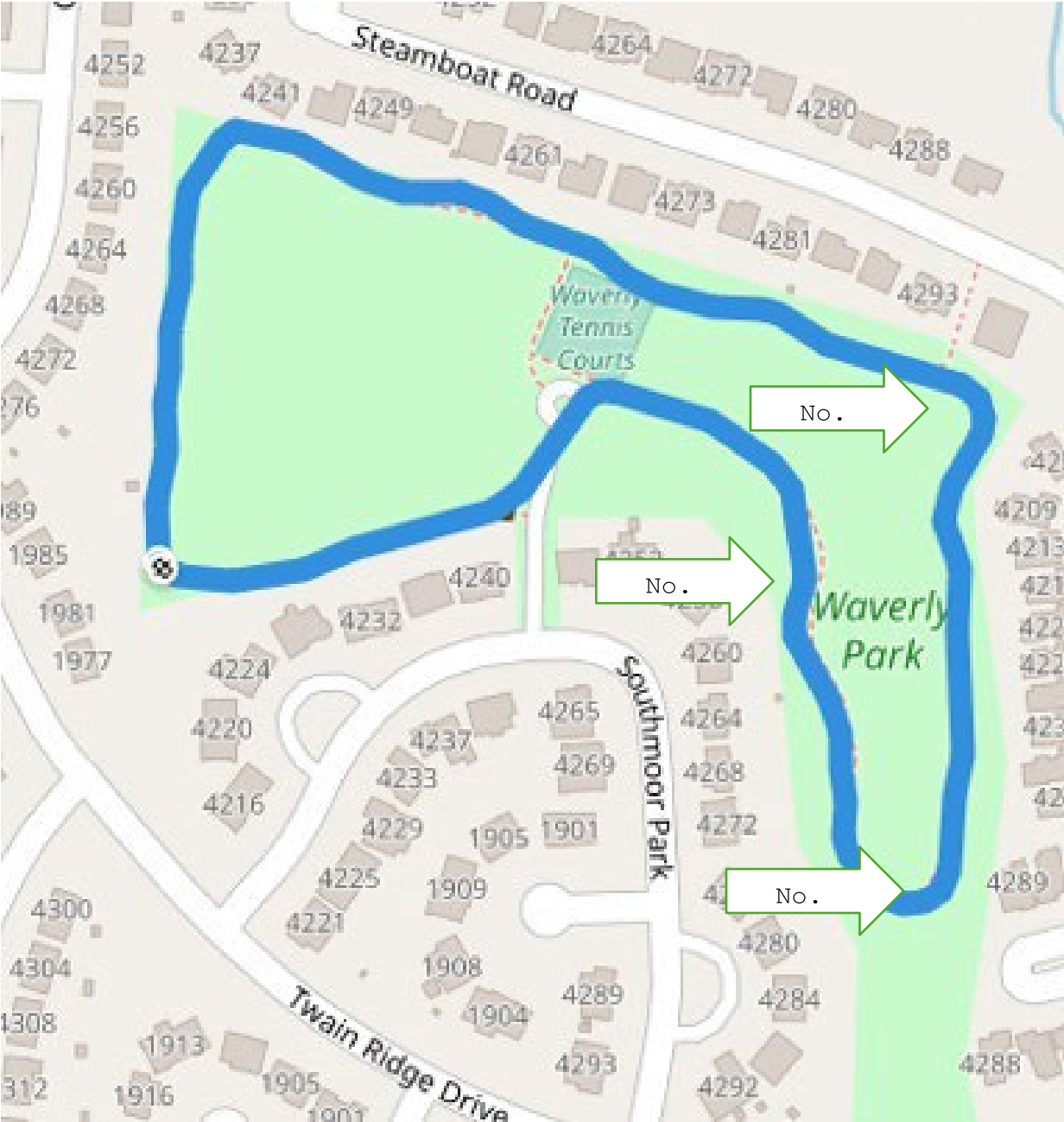
Location No. 2



Location No. 3



Waverly Park map



4929-1598-5994, v. 1