

CITY OF LIBERTY AND GREAT AMERICANS PROJECT
Memorandum of Understanding for placed
GAP Sculptures

This agreement is made this 27th day of March, 2023, by and between the City of Liberty, Missouri, hereinafter referred to as the "City" and The Great Americans Project hereinafter referred to as "GAP".

WITNESSETH:

WHEREAS, the City and GAP are dedicated to the beautification of the City and its grounds; and

WHEREAS, the City and GAP have agreed to partner together to bring sculptures of historic significance to downtown Liberty; and

WHEREAS, the City and GAP desire to maintain and protect the sculptures in perpetuity; and

WHEREAS, GAP has purchased and owns a series of sculptures that have been placed at various locations within the City as described in Attachment 1.

NOW THEREFORE, the parties agree as follows:

Purpose of this MOU: The purpose of this MOU is to formally set forth the respective roles, responsibilities and priorities between the City and GAP with regard to the placement and care of current and future GAP sculptures within the City.

Term and Renewal: This agreement shall be binding on both the City and GAP on an automatic renewable term of five (5) years from the effective date of this MOU. This agreement and any successive term(s) shall be predicated upon mutually agreed upon review of the terms and conditions set forth herein and modified from time to time as appropriate. If any of the parties desire to terminate this MOU, they will provide the other party said notice of termination in writing sixty (60) days prior to the then renewal date. If the MOU is not renewed the sculptures will be removed at the expense of GAP.

Additional Sculptures: If the GAP desires to add additional sculptures dedicated to City use that are to be placed on City property, said sculptures will be amended onto Attachment 1 upon acceptance by the City Council of Liberty. The City Council reserves the right to review placement locations and associated footprints prior to acceptance of any additional sculptures.

Use and maintenance of Placed Sculptures: The City and GAP agree the locations described in Attachment 1 are public spaces that will be used by the general public.

The City and GAP jointly agree to maintain the sculpture locations described in Attachment 1 in good condition consistent with the City of Liberty's service level standards for its public owned parks and GAP sculpture maintenance requirements as follows:

The City of Liberty will maintain the public portion of the properties to include any turfed areas, landscape beds, trees, and the plaza seating and pergola to include mowing, weed trimming, landscaping, trash removal, repair and maintenance of the plaza concrete area and other City-owned public amenities. The cost of such maintenance shall be borne by the City.

By June 30 of each year, documentation will be provided to the City of Liberty Parks and Open Space Manager by the GAP identifying necessary repairs and improvements requested to be completed by the City in the City-owned public space.

The City will endeavor to communicate with the County on maintenance issues identified on the Clay County property adjacent to Railway Plaza. The City is not responsible for any such costs associated with County maintenance issues.

Annually, the City, at its cost, will engage a qualified sculpture maintenance expert to recommend needed maintenance actions on all GAP sculptures located on City of Liberty property and provide the same to GAP. The City will be responsible for improvements, cleaning and repairs to the sculptures on City of Liberty property, their bases, and footings. The City may follow the sculpture manufacturer's maintenance requirements or the recommendations of a qualified sculpture maintenance expert in coordination with the sculpture manufacturer. The cost and coordination of such maintenances shall be borne by the City of Liberty through the Transient Guest Tax, as long as costs do not exceed \$1,265 per sculpture (a 3% escalator will be applied each subsequent year). Any repairs or cleaning costs above and beyond the annual cost with escalator will be borne by the GAP.

Both the City and GAP will report incidents involving the sculptures, whether vandalism or acts of God, to the other party as soon as reasonably expected following any incident.

Neither the City nor GAP shall transfer any rights obtained under this agreement without the expressed written consent of the other.

Liability Assignment: GAP sculptures and locations that are on City property will be included in the City of Liberty's property and general liability schedule per current limits and guidelines. GAP will provide the values for insurance purposes. The cost of insurance will be an expense of the City.

IN WITNESS WHEREOF the parties have hereunto affixed their signature on the 27th day of March, 2023, and further by affixing their signatures hereto do acknowledge receipt of a completed copy of this agreement.

MAYOR, COUNCILMEN AND
THE CITIZENS OF THE CITY OF LIBERTY

GREATAMERICANSPROJECT

By: _____
Lyndell Brenton, Mayor

By: _____
Greg Canuteson, President

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____