

## AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2013 among the City of Minneapolis, acting by and through its Park and Recreation Board, a body corporate and politic under the laws of the State of Minnesota (“Park Board”), the Chicago Avenue Fire Arts Center (“Center”), a Minnesota non-profit company, and the Reverend Doctor Martin Luther King, Jr. Park Legacy Council (“Council”) an association organized under the laws of the State of Minnesota.

## RECITALS

WHEREAS, the Park Board is the owner of a parcel of property located in Minneapolis, Minnesota and named the Reverend Doctor Martin Luther King, Jr. Park (“Park”);

WHEREAS, there presently exists in the Park a sculpture commonly referred to as the Freedom Form No. 2 (“Sculpture”);

WHEREAS, the Park Board, the Center and the Council desire to collaborate on a community based process which will create an interpretive marker and benches to complement the Sculpture in the Park;

WHEREAS, the Park Board, the Center and the Council have agreed to name this process the Beloved Community Project (“Project”);

WHEREAS, the Park Board desires to have this Project installed in the Park;

WHEREAS, the Council has received a grant of fifteen thousand and no/00 dollars (\$15,000.00) from the Metropolitan Regional Arts Commission for the Project; and

WHEREAS, the Park Board has agreed to contribute ten thousand, three hundred and no/00 dollars (\$10,300.00) to be used for benches and sidewalks in the Project at the Park.

NOW THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. Time. This Project shall be completed in its entirety by June 30, 2013 and an event celebrating this Project shall be held no later than August 31, 2013. No party to this Agreement shall have any obligation to any other party after August 31, 2013.
2. Cost. The total cost for the Project is twenty-five thousand three hundred and no/00 dollars (\$25,300.00) which will be borne by the Park Board and the Council. Neither the Park Board nor the Council, however, is required to contribute any additional monies for the Project above and beyond their present respective contributions of \$10,300.00 (Park Board) and \$15,000.00 (Council).

3. Budget. The costs for the respective elements of the Project will be budgeted according to Exhibit A which is attached hereto and incorporated by reference herein. The parties shall ensure strict adherence to the Budget.
4. Access. The Park Board shall permit the Center and the Council access to the Park in order to fulfill their duties under this Agreement.
5. Duties of the Center. The Center shall:
  - 5.1 Coordinate the design, fabrication and installation of three metal fabrications surrounding the granite benches and interpretive marker at the entrance to the Project (all work hereinafter collectively referred to as the “Center’s Work”);
  - 5.2 Ensure that the Center’s Work is within the \$15,000.00 cost allotted to the Council in the Budget;
  - 5.3 Be responsible for the implementation of all aspects of the Center’s Work at the Park;
  - 5.4 Provide design consultation to the Council;
  - 5.5 Engage the community at large in the Project consistent with the Park Board’s Community Engagement Policy which is attached hereto as Exhibit B and incorporated by reference herein, including holding four (4) community meetings on the Project to brainstorm, review and decide on the structural form and design of the metal wrap around for the benches and interpretive marker, and a series of interactive events that allow for participation in forging and hammering of approved design elements on the metal fabrications that will surround the benches in accordance with the timeline which is attached hereto as Exhibit C and incorporated by reference herein;
  - 5.6 Provide and pay for all necessary labor, equipment, materials, consumables and supplies for the Center’s Work;
  - 5.7 Coordinate with Daniel L. Johnson or his representative to ensure that the Center’s Work is consistent with the design of the Sculpture as determined by Daniel L. Johnson and/or his representative;
  - 5.8 Ensure that the Center’s Work is structurally sound, vandalism resistant and reasonably maintenance free;
  - 5.9 Obtain the approval of both the Park Board and the Council as to all aspects of the Center’s Work;

- 5.10 Organize and train volunteers to work, as needed, on aspects of the Center's Work;
- 5.11 Obtain waivers releasing the Park Board and the Council from any and all liability from any and all employees and/or volunteers training for or working on any aspect of the Project or the implementation of the Center's Work;
- 5.12 Obtain lien waivers for the Park Board from any and all companies and/or people providing either material or labor for the Center's Work;
- 5.13 Obtain and maintain general public liability insurance against claims for personal injury, death or property damage occurring on or about the Park during the construction of the Center's Work or implementation of the Project such insurance to afford protection, to the limit as provided in Minnesota Statute § 466.04 naming the Park Board as an additional insured;
- 5.14 Assume all risk of loss or damage to the Center's Work or Project prior to its completion including any loss or damage caused by water, fire, windstorm, explosion, theft or other cause;
- 5.15 Cooperate in the scheduling and planning of a "Celebration Event" at the Park upon completion of the Project;
- 5.16 Ensure that the Project is completed in its entirety by June 30, 2013.

6. Duties of the Park Board. The Park Board shall:

- 6.1 Prepare the locations at the Park for the Center's Work ;
- 6.2 Be solely responsible for the cost of the benches and sidewalks in the Project provided, however, that the total cost for both the benches and sidewalks including, but not limited to, installation shall not exceed \$10,300.00;
- 6.3 Provide, in accordance with its regular policies and schedules, maintenance of the Park area in which the Project is located;
- 6.4 Provide suitable granite benches for the Center's Work, including the placement of hardware in footing and benches must be coordinated with CAFAC to insure appropriate wrap attachment;
- 6.5 Provide, at no cost to either the Center or the Council, equipment as reasonably necessary for the installation of the Project provided, however, that

any such cost for which the Park Board may be liable is included in the \$10,300.00 the Park Board has committed to the Project;

- 6.6 Provide staff and technical expertise as needed to move the Project forward provided, however, any such costs for which the Park Board is liable are included in the \$10,300.00, the Park Board has committed to the Project;
- 6.7 Participate in community meetings for the Project as provided in the timeline which is attached hereto as Exhibit C and incorporated by reference herein;
- 6.8 Oversee and approve all statements for the any and all interpretive plaques used in the Center's Work,
- 6.9 Cooperate in the scheduling and planning of a "Celebration Event" at the Park upon completion of the Project; and
- 6.10 Maintain the area around the Freedom Form II sculpture, walkway, benches and interpretive markers in its usual way; No specific maintenance of this specific project and installation is expected.

7 Duties of the Council. The Council as community partner and fundraiser for the Project shall:

- 7.1 Identify a subcommittee of members to oversee the Project from beginning to end and report to the Council;
- 7.2 Work with the community on the design of the Project and of the Center's Work;
- 7.3 Develop, in consultation with the community and the Center, all statements for any and all plaques used in the Center's Work;
- 7.4 Participate in community meetings for the Project as provided in the timeline which is attached hereto as Exhibit C and incorporated by reference herein;
- 7.5 Develop, in consultation with the Center, all statements for any and all plaques used in the Center's Work;
- 7.6 Contribute the entire amount of \$15,000.00 grant it received from the Metropolitan Regional Arts Commission for the Center's Work;
- 7.7 Pay the Center at the signing of this Agreement one half of the grant equaling the sum of \$7,500.00 for the commencement of the Center's Work;

7.8 Pay the Center upon the completion of the Center’s Work the remaining half of the grant equaling the sum of \$7,500.00 for the completion of the Center’s Work; and

7.9 Coordinate and plan a “Celebration Event” at the Park upon completion of the Project.

8 Ownership. The Park Board shall be the sole owner of Center’s Work and Project upon completion thereof. As of July 1, 2013, the Park Board at its sole discretion may decide how the Center’s Work and Project are to be maintained and/or displayed which includes, but is not limited, to removing the Center’s Work and Project if the Park Board deems necessary due to disrepair or for any other reason.

9 Display. Notwithstanding Paragraph 8 above, the Park Board shall display the Center’s Work and Project through at least June 30, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CHICAGO AVENUE FIRE ARTS CENTER

THE CITY OF MINNEAPOLIS,  
ACTING BY AND THROUGH  
ITS PARK AND RECREATION  
BOARD

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Secretary

REVEREND DR. MARTIN LUTHER KING, JR.  
PARK LEGACY COUNCIL

Approved as to form:

By: \_\_\_\_\_  
Its:

\_\_\_\_\_  
Attorney for Park Board