

Memorandum of Understanding Between the City of Port St. Lucie and Jeremy Jarvis

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Port St. Lucie (“City”), with an address at 121 SW Port St. Lucie Blvd. and Jeremy Jarvis (“Artist”), whose address is 5846 Slane Loop, Westerville, OH 43081.

Recitals

- A. On March 20, 2024, the City, through its public art consultant, Designing Local, LTD (“Consultant”), issued a Request for Qualifications (“RFQ”) for the City Hall Mural (“Project”).
- B. On April 17, 2024, the Consultant received sixteen (16) submissions, all of which were evaluated by the Selection Committee on April 19, 2024. The Selection Committee chose three (3) finalists which would be provided the Request for Proposal (“RFP.”) The RFP is attached as Exhibit “B” and made part of this MOU.
- C. On April 23, 2024, the RFP was sent to the three (3) finalists, with finalist concepts due by June 5, 2024.
- D. On August 6, 2024, the finalists’ concepts were presented to the Selection Committee who ranked the three (3) proposals.
- E. On August 19, 2024, the top three (3) proposals were presented to the Public Art Advisory Board (“PAAB”) and after discussion, the PAAB made a motion to not move forward with any of the proposals. It was determined, between PAAB, Consultant, and Staff, to provide a Conceptual Packet, which showcases characteristics of the City of Port St. Lucie.
- F. To move forward and avoid further delay with the Project, the City through its Consultant, has prepared a Conceptual Packet, which consists of various media and is intended to represent the context and characteristics of the City. The Conceptual Packet is attached as Exhibit “A” and made a part of this MOU.
- G. The Conceptual Packet will be provided to the top three (3) finalists, giving each an opportunity to provide a revised proposal to the PAAB.
- H. The Artist understands that this MOU outlines the Artist’s responsibilities and the conditions for the submission of a revised proposal to the PAAB for the Project.

Accordingly, the Artist agrees as follows:

1. **Recitals.** The above recitals, as well as all exhibits and materials referenced therein, are incorporated into and made a material part of this MOU.
2. **Term of MOU.** As a condition to submitting a revised proposal, Artist must sign this MOU. This MOU shall remain in full force and effect for no longer than thirty (30) days upon date of receipt by Artist (until October 6, 2024.) This MOU may be terminated by either party upon written notice. If terminated, both parties shall be relieved of responsibilities indicated in this MOU.

3. **Responsibilities of Artist.**

- a. Artist shall review this MOU and the Conceptual Packet, shall and determine whether to submit a revised proposal for the project known as the City Hall Mural ("Project"). This includes watching or reviewing, in its entirety, all videos or medias provided in the conceptual packet. Upon sufficient review, Artist shall have ten (10) days from receipt of conceptual packet to both review and sign this MOU (until September 16, 2024.)
- b. The Artist understands that the Conceptual Packet is supplemental to the originally-issued RFP, and that any new concept submitted under this MOU shall respond to the same parameters of the originally-issued RFP.
- c. Artist shall provide to Consultant a revised proposal for the Project within thirty (30) days from the date the Artist received the MOU (due October 6, 2024.) Please note that proposal is due thirty (30) days from day of receipt of MOU and Conceptual Packet, NOT from date the MOU is signed.
- d. Artist shall be prepared to provide any additional information and present, at request of the City and/or Consultant.

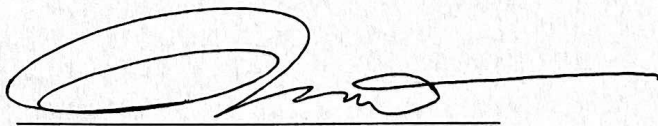
4. **Responsibilities of City and/or Consultant.**

- a. Consultant shall provide a conceptual packet which highlights additional information about the City of Port St. Lucie, including, but not limited to, photos, videos, and/or descriptive information.
- b. Upon the City and/or Consultant receiving a revised proposal, the City shall provide Artist with a \$500 honorarium.
- c. City and/or Consultant shall be available for any questions regarding submission of a revised proposal and the expected process after submission.

5. **Construction.** This MOU supplements both the original RFP and if either the MOU or Conceptual Packet conflicts with the RFP, the RFP's language prevails.

6. **Rights Reserved.** The City or Consultant reserves the right to reject any proposal received, consistent with the RFP, and the signing of this MOU does not guarantee that a proposal shall move forward or be chosen for the City Hall Mural.

By signing this MOU before or on September 16, 2024, Artist attests that the Conceptual Packet has been reviewed in its entirety and that Artist agrees to submit a revised proposal for the Project within thirty (30) days (before or on October 6, 2024) of receipt of the Conceptual Packet and MOU.



Jeremy Jarvis

9/13/24