

RESOLUTION NO. RS-2024-30

RESOLUTION APPROVING COMMITMENT TO CONSTRUCT GEORGE WASHINGTON MEMORIAL SCULPTURE AT 95 WEST WASHINGTON STREET, HAGERSTOWN, MARYLAND 21740

RECITALS

The Board of County Commissioners of Washington County, Maryland, is a body corporate and politic and a political subdivision of the State of Maryland ("County").

The George Washington Memorial Committee ("Committee") seeks to improve the quality of life in Washington County by promoting and facilitating philanthropy and respect for history. The Committee works in partnership with charitable-minded individuals and groups who want to give back to their community.

The George Washington Memorial Committee was formed to honor and recognize the efforts and legacy of George Washington, our nation's first president and the individual after whom Washington County is named.

The George Washington Memorial Committee intends to raise funds to design, create, and install a larger-than-life sculpture titled The General George Washington Memorial ("Artwork") to be dedicated on July 4, 2026, the 250th anniversary of the naming of Washington County.

The George Washington Memorial Committee has consulted with renowned sculptor Antonio Tobias Mendez and Toby Mendez Studios, LLC ("Mendez"), to design, sculpt and oversee the installation of the Artwork.

The County owns property located at 95 West Washington Street, the Washington County Circuit Courthouse, and the proposed location for the Artwork ("Property")

Mendez desires to utilize the space at the Property to dedicate the Artwork.

The County and Mendez desire to cooperate in the construction of the Artwork.

The purpose of the attached Site Construction Agreement Concerning the Artwork ("Agreement") is to provide for the construction, dedication, use, and maintenance of the Artwork and the placement of the Artwork on the Property.

The parties contemplate entering into an Artwork Donation Agreement by and among, the County, the Committee, and Mendez, whereby the Artwork will be donated to the County.

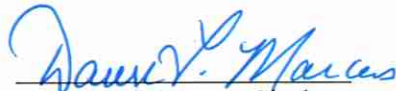
The County wishes to honor the legacy of George Washington by confirming its intentions to partner with Toby Mendez Studios, LLC to construct the Artwork on the above-mentioned property subject to certain conditions and agreements.

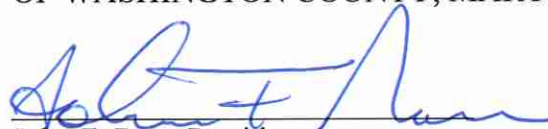
NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland that the foregoing recitals be and are hereby incorporated herein by reference; the County expresses its intention to construct the Artwork by entering into the Agreement with Toby Mendez Studios, LLC, subject to the terms and conditions stated within said Agreement, a copy of which is attached hereto and incorporated herein by reference; the County be and is hereby authorized to execute and deliver the Agreement to Toby Mendez Studios, LLC; the County and its staff be and hereby are authorized to execute and deliver any further documentation that may be necessary to effectuate the purpose of this Resolution.

Adopted and effective this 17th day of September, 2024.

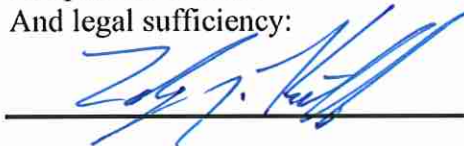
WITNESS:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND


Dawn L. Marcus, Clerk


John F. Barr, President

Adopted as to form
And legal sufficiency:



**SITE CONSTRUCTION AGREEMENT CONCERNING GEORGE WASHINGTON
SCULPTURE AT CIRCUIT COURTHOUSE AT 95 WEST WASHINGTON STREET**

THIS AGREEMENT, made this ____ day of _____ 2024, by and between the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (“Board” or “County”), and Toby Mendez Studios, LLC, a Maryland limited liability company, referred to in this agreement as "Mendez" or “Toby Mendez Studios, LLC.”

WITNESSETH:

WHEREAS, the Community Foundation of Washington County, Inc. (“Community Foundation”) seeks to improve the quality of life in Washington County by promoting and facilitating philanthropy. The Community Foundation works in partnership with charitable-minded individuals and groups who want to give back to their community;

WHEREAS, the George Washington Memorial Committee was formed to honor and recognize the accomplishments and historical connections of Washington County and its Circuit Courthouse to George Washington; and

WHEREAS, the George Washington Memorial Committee has established the **George Washington Memorial Fund** with the Community Foundation for the purpose of raising funds to design, create and install a larger-than-life sculpture of George Washington (the “Artwork”);

WHEREAS, the George Washington Memorial Committee has consulted with renowned sculptor Antonio Tobias Mendez and Toby Mendez Studios, LLC, to design, sculpt and oversee the installation of the Artwork;

WHEREAS, the County owns the property at 95 West Washington Street, which is the location of the Washington County Circuit Courthouse, (as shown and depicted on Exhibit A); and

WHEREAS, Mendez desires to utilize the space as depicted on Exhibit A to construct a dedicated site for the Artwork; and

WHEREAS, the County and Mendez desire to cooperate in the construction of the George Washington sculpture as depicted in Exhibit A;

WHEREAS, the purpose of this Agreement is to provide for the construction, dedication, use, and maintenance of the Artwork, and the placement of the Artwork on the County’s property;

WHEREAS, the parties contemplate entering into an Artwork Donation Agreement by and among, the County, the Committee, and Antonio Tobias Mendez, whereby the Artwork will be donated to the County;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, under seal, for themselves, their successors and assigns, agree as follows:

1. Incorporation of Recitals and Defined Terms. The parties agree that the foregoing recitals are true, correct, complete and are hereby incorporated by reference. Further, except as specifically provided herein, each capitalized term used herein, if any, shall have the meaning ascribed to it in the Agreement.

2. Construction of the George Washinton Sculpture, and Construction of Pedestal for the Artwork. The Artwork will remain the property of the County. The Artwork shall be constructed as a partnership of Toby Mendez Studios and the County. Concept drawings of the proposed designs are appended to this Agreement as Exhibit B. The County shall permit Mendez's contractor to enter upon the Washington County Circuit Courthouse and to use the surrounding area for purposes of constructing and installing the Artwork. Mendez's contractor shall maintain such builder's risk insurance as may be reasonably required by the County. The cost of the design, construction and installation of the Artwork shall be borne by Mendez, and Mendez agrees to hold the County harmless from any and all costs or expense associated with the design, and installation thereof. Mendez shall indemnify and hold harmless the County from and against any and all claims or liens of its contractor, subcontractors or material providers in connection with the design, construction and installation of the pedestal.

Mendez may determine the time of commencement of construction and installation of the Artwork, and shall provide the County with reasonable notice of the construction schedule and the construction contract shall be between Mendez and the contractor. A copy of the contract(s), together with any subsequent change orders or addenda, shall be provided to the County's Department of Public Works. During construction and installation, the contractor shall secure the construction site and any materials and equipment stored on or near the construction site.

3. Utility Service: Maintenance. The County will pay monthly electric use charges for the George Washington sculpture lights and monthly water use charges for irrigation (if applicable). The County will also provide routine maintenance of the Artwork, including mowing and landscape care. Snow removal will be conducted by the County, but the parties acknowledge that this area will be a low priority for snow removal.

4. The Artwork will be subject to all the rules and standards that are customary and in place at all County parks, and as may be amended from time to time.

5. County Contributions. The County shall make up to the following approximate financial contributions toward the project:

- i. \$25,000 in Fiscal Year 2025
- ii. \$25,000 in Fiscal Year 2026

Additional funding will be raised via private donations and grants from other entities.

6. Termination. This Agreement, if not sooner terminated, may be terminated by any of the

WITNESS the execution of this Agreement as of the day and year first above written.

WITNESS/ATTEST:

BOARD OF COUNTY COMMISSIONERS FOR
WASHINGTON COUNTY

David L. Marcus

John Barr
John Barr, President

TOBY MENDEZ STUDIOS, LLC

Kimberly Jacobsen

Antonio Tobias Mendez
Antonio Tobias Mendez, President