

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of Feb 2017, by and between **Lexington-Fayette Urban County Government** an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "Government"), and **SOUTHLAND ASSOCIATION** a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is P.O. Box 4756, Lexington, Kentucky 405044-4756 (hereinafter referred to as "Subrecipient").

RECITALS

WHEREAS, the Government has entered into a Grant Agreement with Blue Grass Community Foundation from the John S. and James L. Knight Foundation Donor Advised Fund for purpose of using Gehl's Public Space Public Life strategies and collaborative community partners to explore how to connect and revitalize vacant parking spaces on Southland Drive;

WHEREAS, Subrecipient has agreed to be responsible for implementation of the project; and

WHEREAS, the Government's obligation includes the execution of a written agreement with the Subrecipient.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Obligations of the Government:

1. To provide Nine Thousand Dollars (\$9,000) of grant funds to the Subrecipient for support of costs for the Retrofitting the RETRO: Southland Drive Pop-Up project, as described in Exhibit A, Scope of Work.
2. LFUCG Division of Planning, Preservation, and Development to provide direction to students of the University of Kentucky College of Landscape Architecture and Interior Design who are assigned to create and construct the project.

ARTICLE II

Obligations of Subrecipient:

1. The Subrecipient agrees that funds allocated under this Program will be used for required materials, signage, labor for installation, minor maintenance, and insurance for the installation period.
2. The Subrecipient shall obtain or cause to be obtained all necessary permits, licenses and approval from the appropriate governmental entities for performance of the herein described scope of work.
3. The Subrecipient shall expend all funds made available under this agreement by June 30, 2017.
4. The Subrecipient shall cooperate fully with the Government in order to facilitate the obligations set out in this Agreement.
5. The Subrecipient understands that it will have no obligation to provide any additional funds for the project.

ARTICLE III

Additional Provisions:

1. The Subrecipient shall expend all grant funds solely for the implementation of the Project as provided for by this agreement. Funds may be expended for required materials, signage, labor for installation, minor maintenance, insurance for the installation period, and other appropriate costs related to the herein described project.
2. The Subrecipient shall submit invoices to the Government's Division of Grants and Special Programs including copies of all invoices for which the Subrecipient is requesting reimbursement. Subrecipient may submit invoices for reimbursement on a monthly basis.
3. The Subrecipient must maintain current and accurate records necessary to document compliance with the agreement requirements for a period of three (3) years following final expenditure of agreement funds. The Government, its employees and its designees shall have access to and the right to inspect, copy, audit, and examine all such records. The Subrecipient shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Government, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. The Subrecipient agrees to defend, indemnify, and hold harmless Government from any and all losses or claims of whatever kind, 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 the execution, performance, or breach of this agreement by Subrecipient, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement;

For the purposes of this Indemnity Provision:

- The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims at Subrecipient's expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.
 - The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
 - The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Subrecipient and Government, and damage to or destruction of, any property, including the property of Government.
5. No right, benefit, or advantage inuring to the Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.
 6. This agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

7. This agreement can be terminated upon a 30-day written notice if Subrecipient fails to comply with any term of the Agreement. This Agreement may be terminated for convenience upon 30-day written notice by the Government.
8. The parties agree that the obligations imposed upon the parties are for the benefit of the parties and that the timely performance of each and every obligation in accordance with the Agreement is necessary. The failure of any party to fulfill its obligations under the Agreement or the failure of any event to occur by a date established by this Agreement shall constitute a breach of this Agreement unless the fulfillment of such obligation is waived or modified by written agreement of the parties.
9. In the event of default by Subrecipient, including the failure to meet any time deadlines set out in this Agreement, the Government may declare the Agreement void from the beginning without further obligation to Subrecipient and may commence appropriate legal or equitable action to enforce its rights under this Agreement.
10. Except as may otherwise be provided hereunder, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this Agreement, and no party shall have any claim against the other party for reimbursement of such costs, whether or not a party is in default.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT



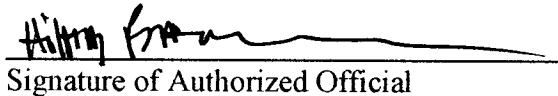
Jim Gray, Mayor

ATTEST:



Clerk of Urban County Council

SOUTHLAND ASSOCIATION



Signature of Authorized Official

Hilary Baumann, president
Printed Name and Title

EXHIBIT A
SCOPE OF WORK

Retrofitting the RETRO: Southland Drive Pop-Up

LFUCG's Division of Planning's design competition resulted in the selection of a design from the UK Landscape Architecture program for an interactive small scale installation, "pop-up," that would be installed in front of a business or along the street's edge- location TBD. Feel free to reference this LINK for an article and video for more information. "The Music Lounge" concept will guide the final design for the pop-up construction.

The Division of Planning and Southland Association have agreed to a collaboration for the pop-up project. The Southland pop-up will be 100% funded from LFUCG made possible by a grant received from the John S. and James L. Knight Foundation Donor advised fund. No match will be needed from the Southland Association. Funds will be used to reimburse purchases for any required materials, signage, labor for installation, minor maintenance, and insurance for the installation period (length to be determined but not to exceed 6 months). Southland Association's insurance will be used to cover the installation but the increased temporary cost is also included in the funding mentioned above. LFUCG should be named as "Additional Insured" under their policy with minimum limits of \$1,000,000 on General Liability.

General Timeline Anticipated:

- February: LFUCG, with guidance from Southland Association, confirm property for installation and coordinate on any insurance requirements
- Mid-February: project design kick-off, meeting with UK design, LFUCG, property owner, and Southland Association
- February-March: UK design team develops pop-up design advised by builder (TBD), stakeholders engaged for final conceptual design approval
- March-April: Final construction design approved and construction begins
- May: Final construction and installation in place no later than May 10 (TBD)