

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, 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 The Living Arts & Science Center, a non-stock, non-profit Kentucky corporation organized pursuant to KRS Chapter 273, and whose mailing address is 362 North Martin Luther King Blvd., Lexington, Kentucky 40508 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, the Government has received repayments from closed-out Urban Development Action Grant(s) originally received from the U.S. Department of Housing and Urban Development, (hereinafter referred to as "UDAG Repayments Program");

WHEREAS, the U.S. Department of Housing and Urban Development defines these funds as Miscellaneous Revenues;

WHEREAS, uses of miscellaneous revenue include activities eligible under Title I of the 1974 Housing and Community Development Act found at Part 570 Subpart C of the Community Development Block Grant regulations and Part 570 Subpart G of the Urban Development Action Grant regulations;

WHEREAS, the Grantee's project is located in a low-income census tract and provides arts and sciences programming to low-income elementary school children;

WHEREAS, the Grantee has requested funding for a construction and renovation project;

WHEREAS, the Lexington-Fayette Urban County Council has determined that the Grantee's project is eligible for funding under the UDAG Repayments Program;

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:

To provide a sum not to exceed \$60,000.00 from the UDAG Repayments Program and \$20,000 from the General Fund to the Grantee to offset the costs of construction and renovation of the project's site located at 362 North Martin Luther King Blvd.

ARTICLE II

Obligations of Grantee:

1. The Grantee agrees that all funds received hereunder shall be used solely for the Construction and Renovation Project as described in Exhibit I, as attached.
2. The Grantee shall expend all funds made available under this agreement by December 31, 2014.
3. The Grantee 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.

4. The Grantee shall comply or cause to comply with all applicable federal and state statutes, executive orders, regulatory requirements and policies that may be applicable to this project.
5. The Grantee shall submit final report to the Government. The report shall provide a narrative description of the work performed. The final report shall include at a minimum information on the activities implemented and the achievements of the Project.
6. The Grantee shall cooperate fully with the Government in order to facilitate the obligations set out in this Agreement.

ARTICLE III

Additional Provisions:

1. The Grantee shall expend all grant funds solely for the implementation of the Project as provided for in the approved Scope of Work. Funds may be expended for design, site preparation, and any construction costs related to the herein described project.
2. The Grantee shall submit invoices to the Government's Division of Grants and Special Programs including copies of all invoices for which the Grantee is requesting reimbursement.
3. The Grantee 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 Grantee 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 Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry, national origin, sexual orientation, marital status, familial status, handicap, disability or other basis prohibited by applicable law. Grantee shall state in all solicitations or advertisements for employees that all qualified applicants will receive equal consideration for employment without regard to race, color, creed, religion, sex, age, ancestry, national origin, sexual orientation, marital status, familial status, handicap, disability or other basis prohibited by applicable law.
5. The Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
6. The Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage

Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

7. The Grantee 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 Grantee, 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:

- a) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims at Grantee's expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.
 - b) 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.
 - c) 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 Grantee and Government, and damage to or destruction of, any property, including the property of Government.
8. No right, benefit, or advantage inuring to the Grantee and no burden imposed on Grantee hereunder may be assigned or otherwise transferred without the prior written approval of the Government.
 9. This agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Grantee.
 10. This agreement can be terminated upon a 30-day written notice if Grantee fails to comply with any term of the Agreement. This Agreement may be terminated for convenience upon 30-day written notice by the Government.
 11. 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.
 12. In the event of default by Grantee, 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 Grantee and may commence appropriate legal or equitable action to enforce its rights under this Agreement.

13. 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

THE LIVING ARTS AND SCIENCE
CENTER

Signature of Authorized Official

Printed Name and Title

The Living Arts & Science Center

Now annually reaching over 40,000 children and adults and every district of the Lexington-Fayette Urban Co. Government

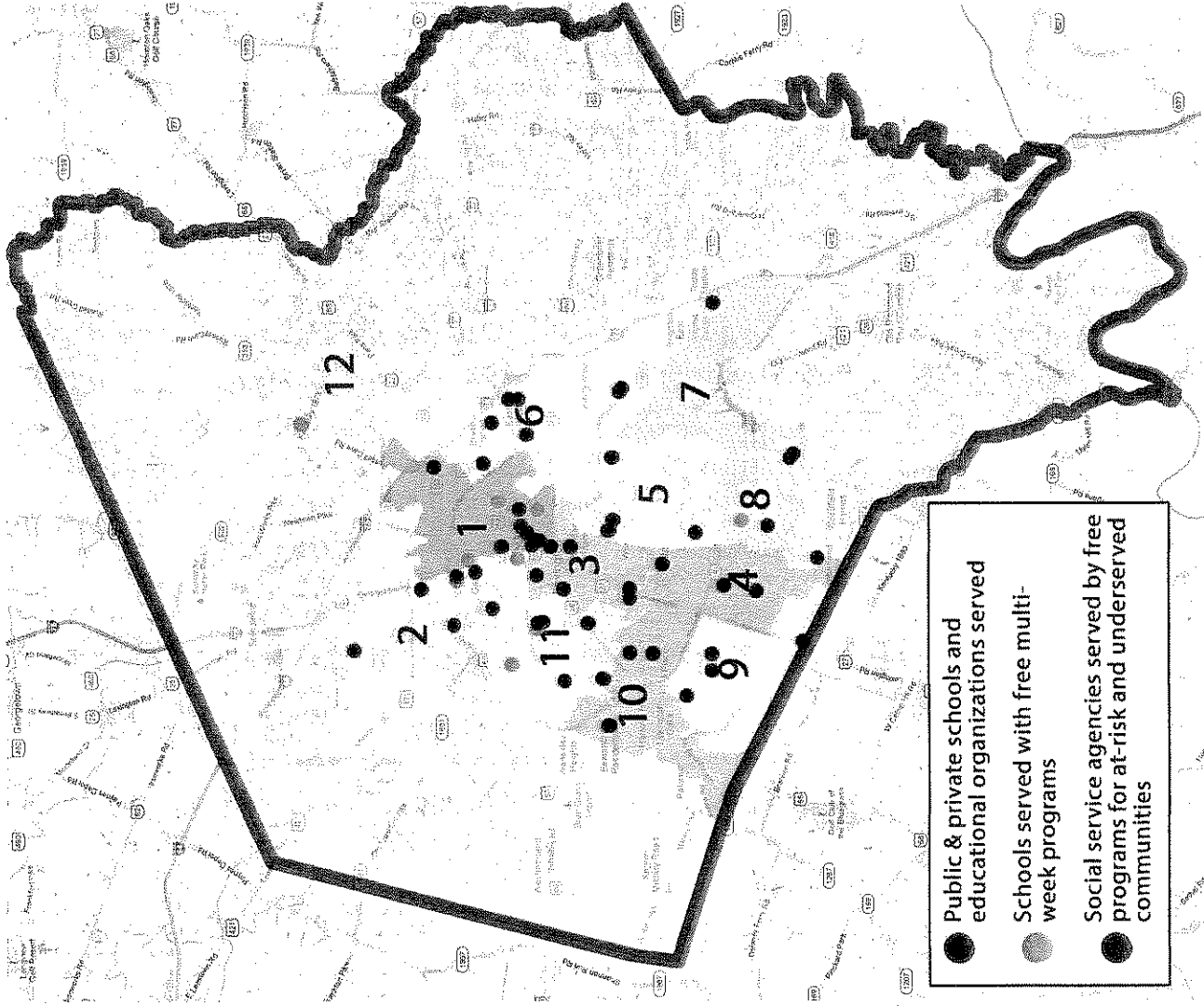


Imagine
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A CAPITAL CAMPAIGN
for the Living Arts & Science Center

Through significant growth of the LASC - During 2011 - 2012 school year, 64 Fayette Co. Public and private schools were directly served through the Living Arts & Science Center's field trip and outreach programs.

Participants for other LASC programs also come from across the city and county.

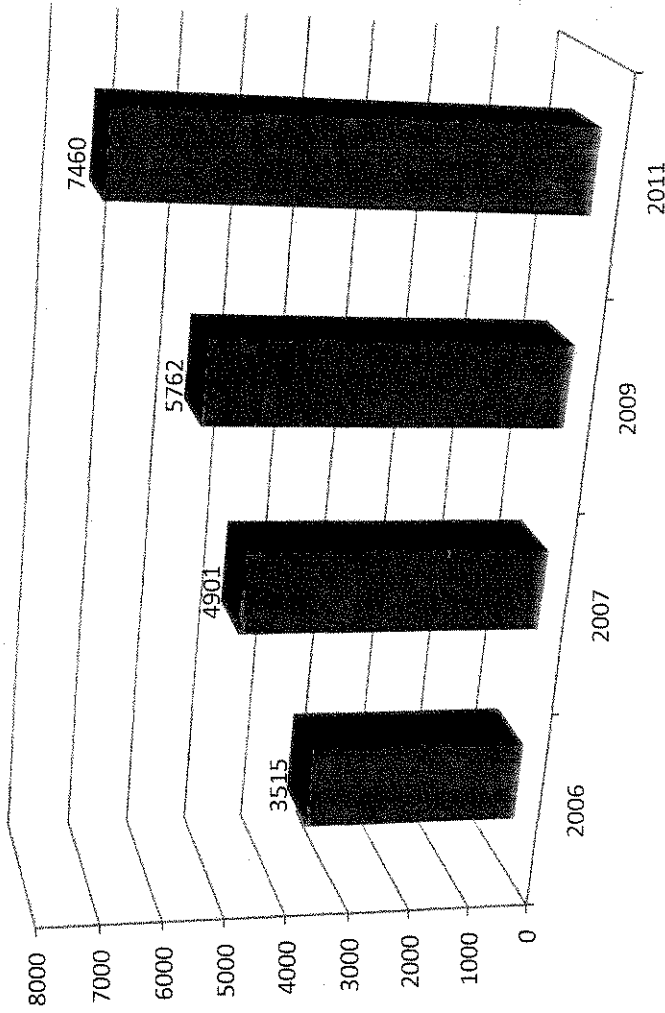


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Field Trip and WOW Programs –

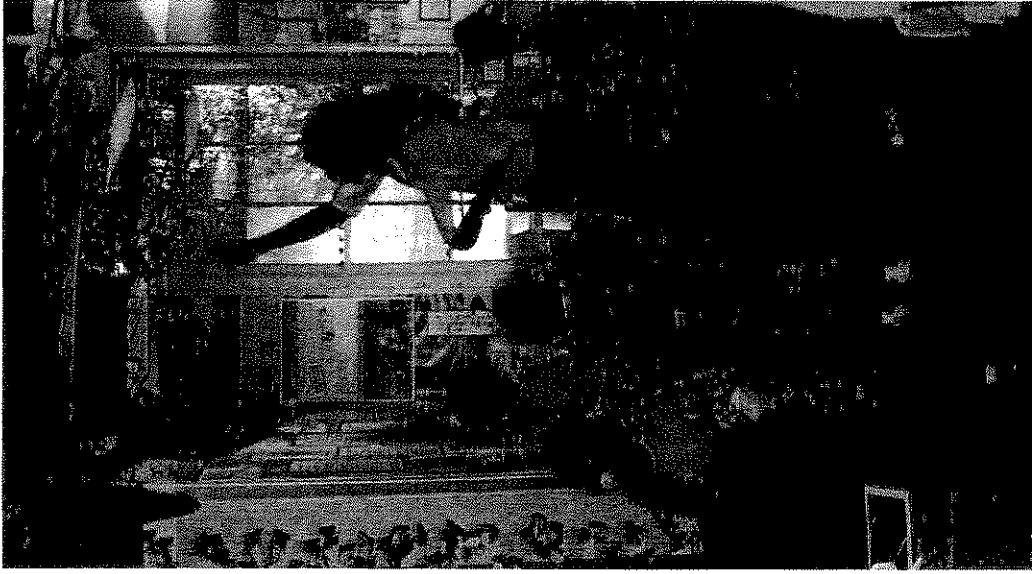
Over 7400 students from 30 Kentucky counties served in 2011.



40% increase from 2006 to 2007

17% increase from 2007 to 2009

30% increase from 2009 to 2011

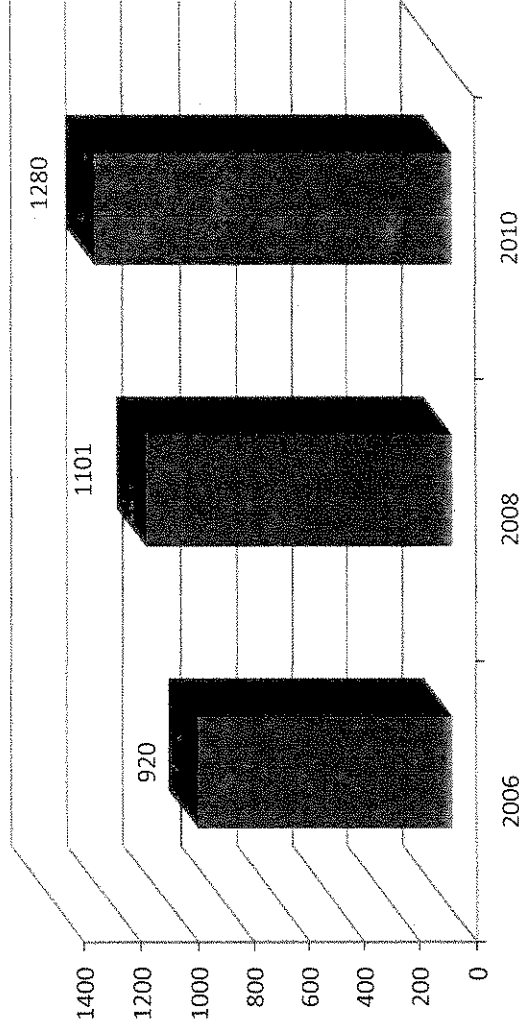


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Summer Enrollment

8 week-long sessions with over 150 arts and science classes



20% increase from 2006 - 2008
17% increase from 2008 - 2010

Classroom space is beyond capacity and so 2011 and 2012 enrollment has remained consistent with 2010.

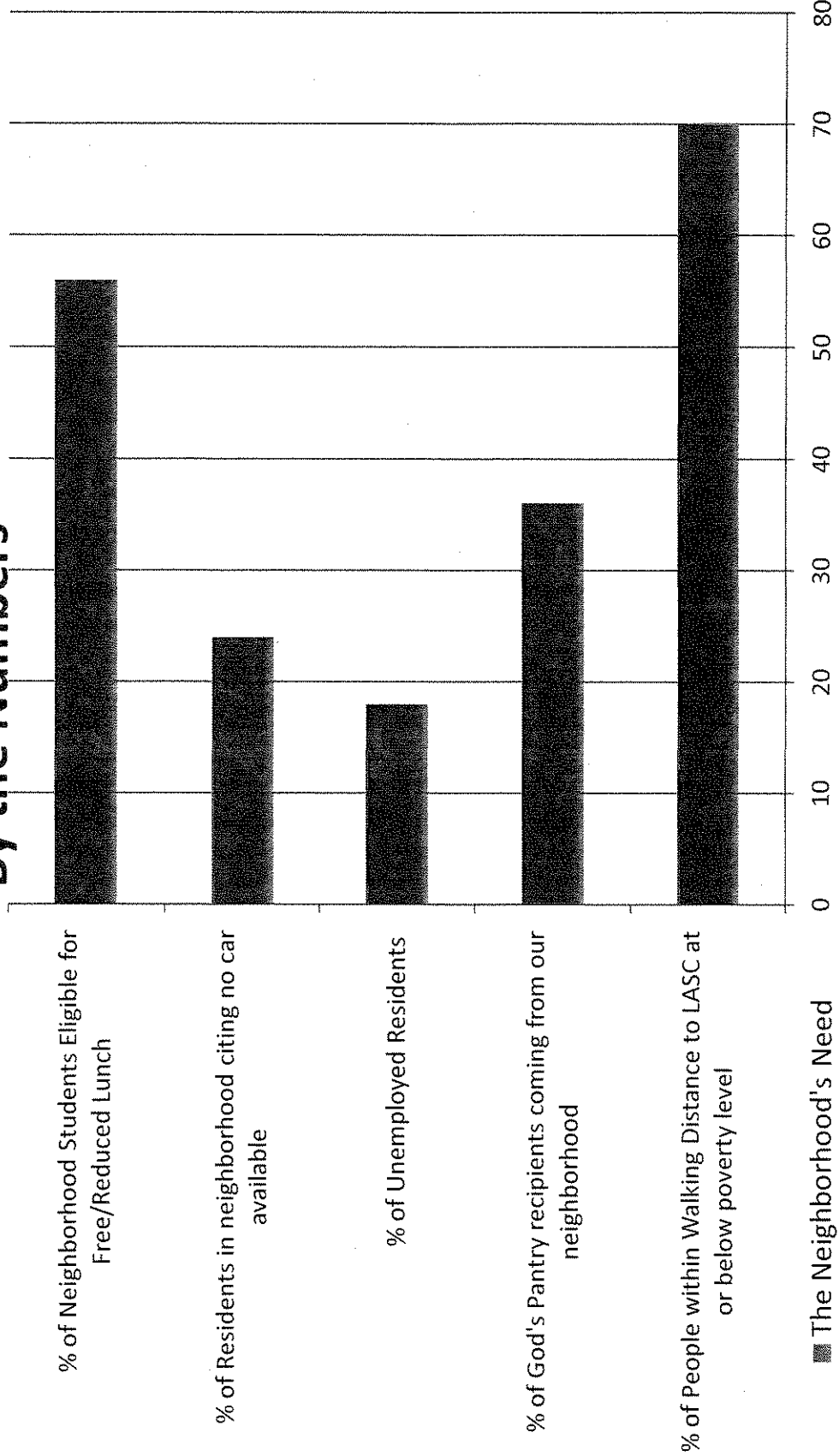


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The LASC Neighborhood's Need

By the Numbers



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The LASC serves Lexington-Fayette County's lowest income students with free programs including:

Science Explorers After-School Program – 12 week-long program in hands-on science for Cardinal Valley, Harrison, Russell Cave, Tates Creek, and William Wells Brown Elementary Schools. Program culminates in Science Celebration demonstrations and dinner for all students and their families at the LASC.

Urban Ecology – This five-day program is provided for all 3rd & 4th grades in Arlington, Cardinal Valley, Harrison, and William Wells Brown Elementary Schools.

Community Art & Science Programs – Multi-week, participatory and educational programs are provided for Lexington's at-risk, underserved and special needs students. This year, free programs have been provided for:

Common Good
E.7th St. Community Center
Florence Crittenden Home
Growing Together Pre-School
Lexington Day Treatment
Martin Luther King Neighborhood Association

Scholarship Programs – Each year, the LASC provides over 250 scholarships for art and science classes and materials to low-income Lexington and Fayette Co. residents.



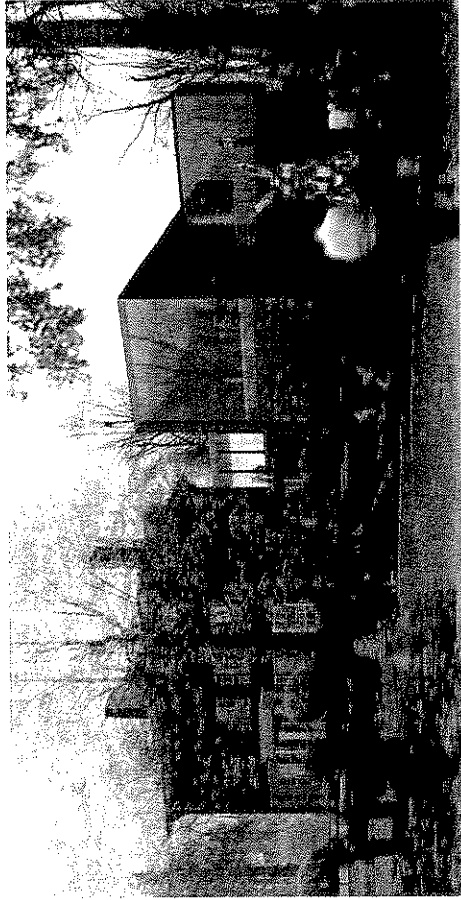
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Capital Campaign Status

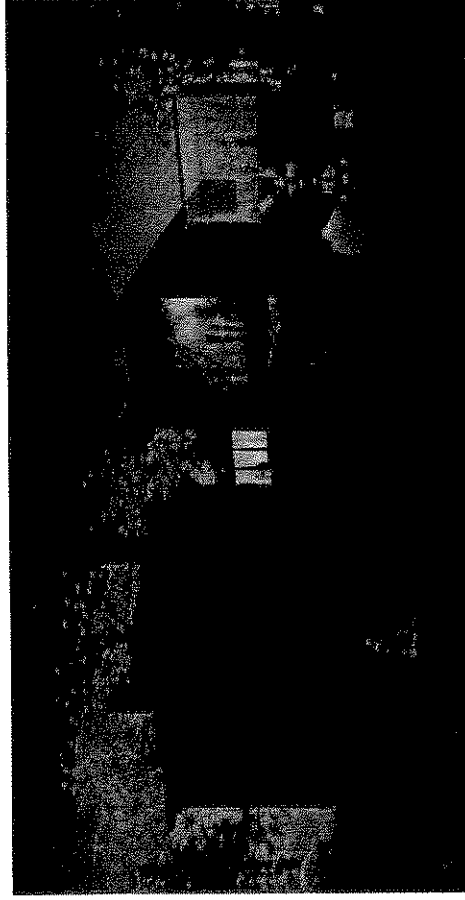
The Living Arts & Science Center has secured:

- \$1M matching grant from the Lucille Little Fund
 - \$ 500,000 foundation grant
 - \$ 420,000 in corporate, private and grant awards
- \$1,920,000 total raised**



An \$80,000 LFUCG investment will:

- Complete match for the Lucille Little Fund
- Propel project to a possible Spring, 2013 ground breaking
- Leverage over \$400,000 in federal grant awards
- Help leverage over \$900,000 in additional local corporate, foundation and private support
- Provide stimulus and opportunity in Lexington's lowest in-come neighborhood

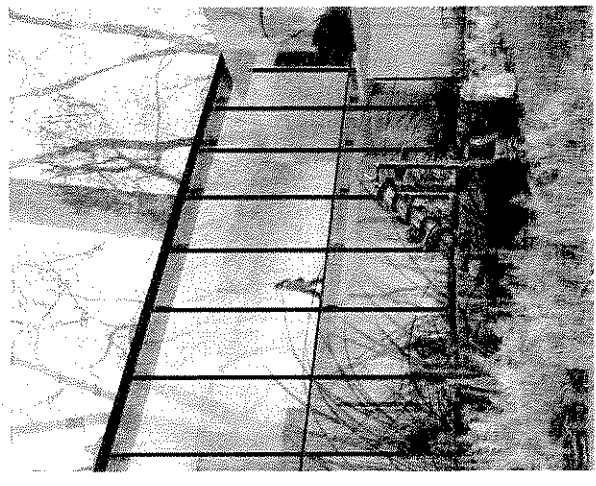


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A CAPITAL CAMPAIGN
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The Living Arts & Science Center's project supports the original intent of the UDAG Funds. This is a Construction and Renovation project that will:

- Serve the entire community – every district
- Aid revitalization and increase opportunity in our low-income neighborhood
- Leverage additional corporate and private funds
- Make a direct economic impact through bringing audiences into Lexington and through an increase in our own full and part-time positions
- Aid job growth indirectly through enhancing the quality of life which recruits business and industry
- Restore an important historic landmark
- Remove architectural barriers making the building and grounds fully accessible to all
- Urban beautification and interactive public art, free and open to the public in a predominantly low-income neighborhood.



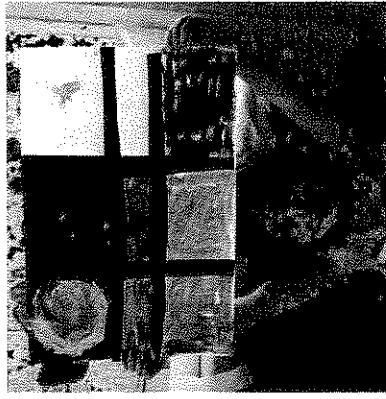
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LFUCG's Investment

As a non-profit organization, your investment in the Living Arts & Science Center will result, year after year, in continued reinvestment in the community by the Living Arts & Science Center.

Our growth and success immediately benefits our community through expanded programs, services and opportunity.



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