

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and **THE LEXINGTON CONVENTION AND VISITORS BUREAU, A/K/A VISITLEX**, whose post office address is 215 W. Main St., Suite 75, Lexington, Kentucky 40507 (“VisitLex”).

### **I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the creation of a wayfinding sign conditions assessment (“the Assessment” or “the Project”). The Assessment will be done in the manner reflected in the attached Exhibit A.

### **II. BACKGROUND**

LFUCG desires to assess the condition of wayfinding signs throughout Lexington-Fayette County (“the Assessment” or “the Project”). VisitLex agrees to partner with LFUCG on the Project. VisitLex agrees to share the cost of the Assessment equally with LFUCG.

### **III. FUNDING/BUDGET**

This wayfinding sign assessment project is believed to cost approximately \$29,200. LFUCG and VisitLex shall share the cost and responsibilities of the Assessment in the manner described below.

### **IV. LFUCG’S RESPONSIBILITIES UNDER THIS MOU**

LFUCG shall:

- i. contribute 50% of the cost of the Assessment;
- ii. select, hire, and manage a consultant to conduct the Assessment;
- iii. provide management of the Project, which includes providing consultant with supporting data (existing locations, ROW/utility maps, etc.); and
- iv. create and organize a steering committee to provide guidance regarding the creation and implementation of the Assessment, and determine its membership, including one member selected by VisitLex as provided below.

### **V. VISITLEX’S RESPONSIBILITIES UNDER THIS MOU**

VisitLex shall:

- i. provide 50% of the cost of the Assessment to LFUCG;
- ii. cooperate with LFUCG in the management of the Project; and
- iii. provide one member for the steering committee referenced above.

**VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

This agreement may be amended by mutual agreement of both parties.

Each party shall appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU.

**VII. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of the parties' authorized officials.

It shall be in force from the date of execution for a period of 1 year.

The parties indicate agreement with this MOU by their signatures.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

LEXINGTON-FAYETTE URBAN  
GOVERNMENT

THE LEXINGTON CONVENTION COUNTY  
AND VISITORS BUREAU

By: \_\_\_\_\_  
LINDA GORTON, MAYOR

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
URBAN COUNTY COUNCIL CLERK