

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made and entered into on the _____ day of _____ 2026 ("Execution Date"), 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 _____, a Kentucky corporation, ("Organization") with offices located at _____.

WHEREAS, the need for enhancing awareness of, and access to, technology careers in Lexington-Fayette County poses a critical strategic opportunity to secure the area's future as an innovation leader; and

WHEREAS, internships have emerged as a powerful tool for bridging this awareness gap and creating tangible connections between students and employers; and

WHEREAS, LFUCG, therefore, desires to contract with businesses located within Lexington-Fayette County to provide for partial reimbursement of wages for tech-based internships for qualifying students from the University of Kentucky, Transylvania University, and Bluegrass Community and Technical College; and

WHEREAS, the internship positions will be in-person and located in Lexington-Fayette County, facilitating linkages between local employers and college students in technology-oriented fields and ultimately helping to retain technology-oriented talent within Lexington-Fayette County.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

a. "Internship Position" or "Internship Positions" as used in this Agreement, shall mean only the tech internship position or internship positions selected for participation in the Program by LFUCG and funded pursuant to this Agreement.

b. "Wages" as used in this Agreement shall mean the hourly salary, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions.

2. EFFECTIVE DATE; TERM. This Agreement shall commence on the Execution Date and shall last for one (1) year or until the expiration or termination of the last Internship Position funded pursuant to this Agreement, whichever is earlier.

3. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – LFUCG Approval Form
- b. Exhibit "B" – Reporting Form
- c. Exhibit "C" – Organization's Application

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", and "C" in that order.

4. INTERNSHIP REIMBURSEMENT PILOT PROGRAM. LFUCG desires to contract with businesses located within Lexington-Fayette County to provide for partial reimbursement of Wages for tech-based internships for qualifying students (the "Program"). The total amount expended by LFUCG to all participating organizations pursuant to said Program shall not exceed Ninety Thousand Dollars and Zero Cents (\$90,000.00).

Organization shall use the Funds provided by LFUCG under this Agreement for the partial reimbursement of Wages for tech internship positions within Lexington-Fayette County. All internship positions funded under this Agreement shall meet the following requirements:

- a. All students occupying these internship positions shall be enrolled full-time at the University of Kentucky, Transylvania University, or Bluegrass Community and Technical College and within two (2) years of the intended culmination of their degree;
- b. All internship positions shall be in-person positions located in Lexington-Fayette County, Kentucky; and
- c. All internship positions shall be for at least one-hundred and twenty (120) hours.

5. PAYMENT.

a. Subject to the limitations provided herein, LFUCG shall pay Organization a total amount not to exceed the amount provided in Exhibit A ("Funds") for partial reimbursement of certain Wages to interns under the Program. The Funds shall not be

spent by Organization for any other purpose without prior written consent of LFUCG. Unless otherwise agreed to by LFUCG on the form attached as Exhibit A:

- i. Up to Fifty percent (50%) of the Wages earned by each individual in an Intern Position may be reimbursed by LFUCG;
 - ii. Organization may only receive Funds for the number of Internship Positions approved by LFUCG, up to two (2) Internship Positions; and
 - iii. Organization cannot be reimbursed in excess of Fifteen Dollars and Zero Cents (\$15.00) per hour, per individual holding an Internship Position.
- b. Notwithstanding the foregoing, the total amount reimbursed by LFUCG shall not exceed Three Thousand Dollars and Zero Cents (\$3,000.00) per Internship Position. Any alteration in this amount shall constitute an amendment to this Agreement, must be in writing signed by both parties, and shall require the approval of the Urban County Council.
- c. LFUCG shall make payment under this Agreement upon timely submission of a monthly invoice and the reports required by Section 7 of this Agreement, accompanied by data satisfactory to LFUCG to document entitlement to payment. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Funds were not used in a manner consistent with this Agreement.
- d. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

6. TERMINATION. Either party may terminate this Agreement at any time for any reason whatsoever by providing the other party with at least thirty (30) days advance written notice. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

a. In the event of termination by LFUCG, Organization shall be entitled to reimbursement of all internship Wages accumulated for work performed up to that period of time, calculated on a reasonable basis.

b. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

7. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Organization shall provide LFUCG with monthly paystubs and timesheets for each Internship Position partially funded pursuant to this Agreement. Organization shall also provide Exhibit B to LFUCG for each Internship Position. Organization shall complete the applicable section of Exhibit B and shall provide it to LFUCG along with the first and last invoice for each respective Internship Position.

8. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

9. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend

claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, 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 Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

10. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of this Agreement for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of Funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

11. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

12. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. The parties agree that neither is an agent, servant, or employee of the other and each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, interns, representatives, and agents. Organization understands that those individuals holding internship positions with Organization are not employees of LFUCG and that Organization shall be solely

responsible for contracting with, monitoring the work of, the payment and withholding of employment taxes involving, if required by law, and any provision of benefits, to the extent negotiated and/or required by law, to, the individual holding the internship positions.

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap and (b) cause any subcontractor or agency receiving Funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

15. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

16. INVESTMENT. Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

17. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

19. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

20. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

21. NOTICE. Any written notice required by the Agreement shall be delivered in writing by electronic mail to the following:

For Organization:

[Redacted]

For Government:

Erica Rogers, Director of Agriculture Development
erogers@lexingtonky.gov

22. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

23. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
AUTHORIZED REPRESENTATIVE

ATTEST:

Clerk of the Urban County Council

ORGANIZATION

BY: _____
NAME: _____
TITLE: _____

ATTEST:

WITNESS: _____
DATE: _____

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