

AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of ~~May~~ ^{July} 2014, 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, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and Kentucky Community and Technical College System – Fire Commission, whose post office address is 118 James Court, Lexington, Kentucky, 40505 (hereinafter referred to as "KCTCS").

WHEREAS, the GOVERNMENT owns property currently addressed as 1355 Old Frankfort Pike, Lexington, Kentucky, at which it operates its Fire Training Center and Academy (hereinafter referred to as "Training Center" or "Property");

WHEREAS, KCTCS wishes to utilize the Property to construct a modular facility which would primarily be used as the Area 15 Office Headquarters and for classroom training purposes but which could also be used by the Lexington-Fayette Urban County Government's Division of Fire and Emergency Services ("Fire"); and

WHEREAS, there will be a mutually beneficial purpose to housing the proposed facility on the Property.

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

I. SCOPE OF SERVICES**A. Activities**

The KCTCS is responsible for fire service training and related degree programs for the Commonwealth of Kentucky. Area 15 consists of 17 counties including Fayette and many surrounding counties.

KCTCS wishes to construct an approximate 2,000 square foot modular facility building on the Training Center Property (the "Facility"). The Facility will contain three offices, restroom facilities, kitchenette, and a class room(s). The primary use of the Facility will be the primary office for the Area 15 coordinator and his office assistant, staffed five (5) days a week. The KCTCS personnel will oversee the Fire Service Training occurring within Area 15, including paid and volunteer fire department as well as training of industrial fire brigades. The classroom portion of the building will be used by KCTS approximately once a week, typically evenings or weekends. Classroom capacity will be approximately forty (40). The classroom will be available to Fire for periodic use.

KCTCS shall be responsible for all construction and maintenance and related costs. KCTCS shall also be responsible for the monthly operational costs and expenses related to the facility.

B. Construction

The Facility will be modular construction and will be approximately 2,000 square feet. Fire shall designate the location of the Facility, which upon final agreement will be attached as an exhibit to this agreement and incorporated herein by reference. All design and construction plans shall be in compliance with all local, state and federal laws and are contingent upon written approval by any necessary governmental entities or departments prior to construction.

In addition, Fire shall designate up to five (5) parking spaces, which would be constructed and maintained by KCTCS. These spaces would be available for use by KCTCS when needed.

KCTCS shall be responsible for the following:

1. Site excavation, including any necessary approvals from the GOVERNMENT's Division of Water Quality.
2. Building placement and construction.
3. Utility connections.
4. Sewer connection, including any necessary tap on fees or pumping station(s).
5. Electric utility installation.
6. Natural gas utility installation, optional.
7. Repair of any damaged property impacted by construction, including but not limited to pavement, to condition previous to construction
8. Site cleanup.

C. Maintenance and Security.

The KCTCS shall be responsible for the regular maintenance and security of the Facility and designated parking spaces. The GOVERNMENT shall continue the regular maintenance of the remainder of the Property. The KCTCS shall be responsible for paying for any utilities associated with the Facility.

D. Storm water or Sewer Fees/Costs

The KCTCS shall be responsible for one hundred (100) percent of the costs associated with the installation of a storm water system and/or storm sewers or a sewer system pump station, lines, or tap-ons. The KCTCS shall be responsible for one hundred (100) percent of the storm water quality fee and sewer fees associated with the Facility, which shall be paid upon demand.

E. Hours of Operation/Government's Access to use of the Facility

KCTCS shall have the primary right of use of the Facility. Use of the Facility by Fire or the GOVERNMENT shall be as permitted by KCTCS. The KCTCS may

determine the hours of operation for the Facility. A schedule for use of the Facility shall be provided to Fire upon request.

F. Access to/Use of the Remaining Property

KCTCS and those utilizing the Facility shall have limited access to the remainder of the Property and shall not utilize such for training or other formal purposes without the advance permission of Fire. Participating personnel may be required to sign releases and/or waivers of liability depending upon the activity.

G. General Rules of Conduct

The KCTCS shall be responsible for the conduct of those utilizing the Facility. No alcohol is permitted on the premises.

H. Liability

The GOVERNMENT shall not be liable for injuries or accidents occurring at or within the Facility or the designated parking area.

I. Rent; Right to Purchase.

Due the mutual benefit that the Facility and its use will provide to both parties, there shall be no rent charged to KCTCS for use of the land upon which the Facility is located and KCTCS shall not charge Fire or the GOVERNMENT for its use of the Facility.

J. Signage

The KCTCS may install appropriate signage related to the Facility upon receiving advance written permission from the GOVERNMENT.

II. TIME OF PERFORMANCE; TERMINATION.

This Agreement shall have an initial term of one (1) year from the date of its execution. It shall then automatically renew for periods of one year each for up to four additional terms unless either party provides at least sixty (60) days advance written notice from the termination date.

Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days advance written notice. Upon the termination or expiration of this or any subsequent Agreement between the parties, GOVERNMENT shall be given the option of acquiring full access, rights, ownership and interest in the Facility from KCTCS at a price to be determined by the parties, or KCTCS shall be given one hundred twenty days to remove the Facility and return the underlying property to its original condition at no cost to GOVERNMENT.

III. NOTICES

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

IV. GENERAL CONDITIONS

- A. Each Party shall be solely liable and responsible for any and all injury or damage to its own personnel and equipment, and for injury or damage to other persons or property arising from or caused by the acts or omissions of that Party.

To the extent allowable by law KCTS shall defend and hold harmless the GOVERNMENT and its officials and employees from and against all claims and liability for loss, damage, injury, or death arising out of, or in any way connected with, the performance of this Agreement to the extent caused by any negligence on the part of KCTS, its officials or employees. To the extent that immunity does not apply, each Party shall bear the risk of its own actions, as it does with its day-to-day operations.

- B. KCTCS shall not sublease the Facility to any other party or use the Facility for any other purpose other than provided in this Agreement without the advanced written permission of the GOVERNMENT.

- C. KCTCS shall be solely responsible for insuring the Facility and its contents. KCTCS shall provide insurance as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

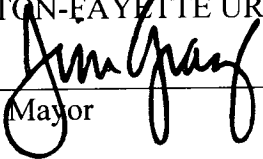
LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

D. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the KCTCS.

E. GOVERNMENT and the KCTCS each bind himself and its partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

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

LEXINGTON-EAYETTE URBAN COUNTY GOVERNMENT

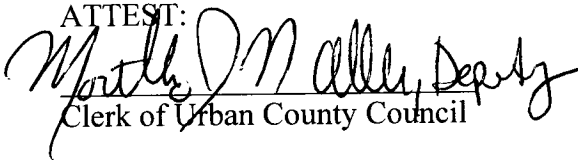


Jim Gray, Mayor



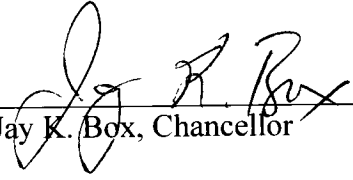
Date

ATTEST:



Martha J. Mally, Deputy
Clerk of Urban County Council

KENTUCKY COMMUNITY AND TECHNICAL COLLEGE
SYSTEM – FIRE COMMISSION



Jay K. Box, Chancellor



Date

WITNESS: