

**MEMORANDUM OF AGREEMENT  
BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
AND UNITED WAY OF THE BLUEGRASS, INC.  
FOR THE ACCEPTANCE OF COUNCIL CAPITAL EXPENDITURE PROJECT FUNDS**

**THIS MEMORANDUM OF AGREEMENT** (the "Agreement"), is made and entered into on the 11<sup>th</sup> day of December, 2023 (the "Effective 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, on behalf of the Urban County Council through the Department of Social Services, ("LFUCG"), and United Way of the Bluegrass, Inc. ("Organization"), for the purpose of setting out the parties' mutual understanding as to the use of Council Capital Expenditure Project Funds provided by LFUCG to the Organization.

**RECITALS**

**WHEREAS**, Organization submitted a proposal to the Urban County Council for Council Capital Project Expenditure Funds to support a one-time capital project pursuant to the Supplement C, Section 2 of the Rules and Procedures of the Lexington-Fayette Urban County Council; and

**WHEREAS**, Organization's proposed capital project meets the criteria of the policy and is an appropriate expenditure of public funds; and

**WHEREAS**, LFUCG seeks to provide Council Capital Project Expenditure Funds to Organization subject to the terms and conditions of this Agreement.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, and in consideration of the foregoing and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties understand and agree as follows:

1. **Term**. This Agreement shall be in effect through June 30, 2024 (the "Term"), but Organization's obligations set forth in Sections 3, 4, 6, and 8 below shall continue for a period of five (5) years beyond the expiration or termination of this Agreement.
2. **Proposal**. Organization's request for Council Capital Project Expenditure Funds, as approved by LFUCG (the "Proposal"), is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein. Organization agrees that it will use the Council Capital Project Expenditure Funds provided under this Agreement in a manner that is substantially consistent with the Proposal.
3. **Council Capital Expenditure Project Funds**. LFUCG hereby grants to Organization a total amount not to exceed \$40,500.00 (the "Funds") to support the Proposal. Organization understands and agrees that pursuant to Council Capital Project Expenditure Policy Section IV.2, Council Capital Expenditure Project Funds may only be used for costs in the Proposal that:
  - a. are one-time expenditures (not recurring or ongoing expenses); and
  - b. for improvements to property for a public purpose primarily benefiting the public at-large.

7. 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.
8. Indemnity. Organization shall defend, indemnify and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of or resulting from this Agreement. 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 associated with the use of the Funds.
9. Open Records. 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.
10. Independent Contractors. 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 in the performance of this Agreement.
11. 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, (b) promote equal employment through a positive, continuing program of equal employment, and (c) 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.
12. 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.
13. No Assignment; No Third Party Rights. Organization may not assign any of its rights and duties under this Agreement without prior written consent of LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.
14. Law and Venue. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Venue for all actions arising under this Agreement shall lie in the Circuit Court of Fayette County, Kentucky.

**EXHIBIT "A"**

**ORGANIZATION'S PROPOSAL**

