

**AN AGREEMENT BETWEEN
LEXINGTON PUBLIC LIBRARY
AND
FAYETTE COUNTY CLERK'S OFFICE AND THE LFUCG**

THIS AGREEMENT entered into this 9th day of October, 2020, by and between LEXINGTON PUBLIC LIBRARY ("LPL") and the FAYETTE COUNTY CLERK'S OFFICE AND the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (COLLECTIVELY "THE CLERK'S OFFICE").

WHEREAS, the Clerk's Office plans to conduct in-person 2020 general election voting ("2020 Voting") from October 13 to November 3 at the Beaumont, 3080 Fieldstone Way, Lexington, Kentucky 40513, Tates Creek, 3628 Walden Drive, Lexington, Kentucky 40517, and Northside, 1733 Russell Cave Road, Lexington, Kentucky 40505, branches; and

WHEREAS, LPL wishes to facilitate The Clerk's Office 2020 Voting in person.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, including the duties and obligations as set out herein, LPL and The Clerk's Office agree as follows:

1. LPL will close the Beaumont and Tates Creek branches from October 13 to November 3 for The Clerk's office to conduct 2020 Voting. 2020 Voting will also be conducted at the Northside Branch, but the Northside Branch will remain open from October 13 to November 1 because the area provided for voting can be accessed separately from the main branch entrance. All library branches will be closed on November 2 and 3.
2. LPL will provide access to the branches only. The Clerk's Office will be solely responsible for conducting the 2020 Voting, including but not limited to providing all equipment, staff, security, and volunteers.
3. The Clerk's Office will conduct the 2020 Voting between 8:30 a.m. and 4:00 p.m., Monday through Friday and between 9:00 a.m. and 1:00 p.m., Saturday on October 13 to November 2. The Clerk's Office will conduct the 2020 Voting between 6:00 a.m. and 6:00 p.m., Tuesday, November 3. The Clerk's Office and LPL will cooperate on scheduling access to LPL branches before and after voting hours.
4. All The Clerk's Office employees and volunteers will be trained by The Clerk's Office to operate 2020 Voting in compliance with current The Clerk's Office and LPL policies and procedures. If policies conflict, the parties will meet to determine which policy prevails.

13. LPL and The Clerk's Office agree that any substantial change in the arrangement contained herein shall require an amendment in writing signed by the parties.
14. This agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will constitute one and the same agreement.
15. This agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter of this agreement. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement, and the remainder shall be construed as if the invalid or unenforceable provision were never included. No waiver of default by either party of any terms, covenants and conditions hereof shall be construed as or shall operate as a waiver of any subsequent defaults. Time shall be of the essence in this agreement. This agreement is binding and inures to the benefit of the parties and their respective successors and assigns.

LEXINGTON PUBLIC LIBRARY



By: Lawrence T. Smith
Its: Chair, Lexington Public Library Board of Trustees

FAYETTE COUNT CLERK'S OFFICE



By: Don Blevins, Jr.
Its: Fayette County Clerk

LFUCG



By: Linda Gorton
Its: Mayor