

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is made and entered into effective April 1, 2022, by and between the **DOWNTOWN LEXINGTON MANAGEMENT DISTRICT**, a Kentucky management district created pursuant to KRS 91.754, with its primary office located at 201 East Main Street, Lexington, Kentucky 40507 (hereinafter the “District”) and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter “LFUCG”).

W I T N E S S E T H:

WHEREAS, the District is committed to safeguarding properties located within the jurisdiction of its boundaries; and

WHEREAS, the District has a need for two added Sheriff Deputies Wednesday through Saturday from 10:00 PM to 2:00 am in the vicinity of Tandy Park from April 1st, 2022 to November 5, 2022 which will also benefit LFCUG and the community; and

WHEREAS, the District and/or its contractual agencies or instrumentalities are willing to contract for additional Sheriff Deputies in uniform to patrol Tandy Park and provide services related to the use of such security detail.

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. LFUCG will provide the District with \$30,000 in matching funding to be used exclusively to assist the District in offsetting the cost of contracting for additional security presence in the downtown area during the hours of 10 p.m. to 2 a.m. from April 1 through November 5, 2022. The additional security presence will be in the form of at least two (2) off-duty deputies employed by the Office of the Fayette County Sheriff. The primary location of the additional security presence will be the area within and immediately surrounding Tandy Park.

2. That LFUCG may terminate this agreement at any time for any reason by providing the District with at least sixty (60) days advance written notice.

3. That the District will continue to work with LFUCG in securing additional security methods to provide similarly related services if requested.

4. The District shall perform (or ensure that) all duties and services included herein are performed faithfully and satisfactorily at the time, place and for the duration prescribed herein. The District shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this MOA, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify LFUCG, its officers, agents and employees against any claim or liability arising from and based on the District's violation of any such laws, ordinances or regulations.

5. Each party agrees that it shall be responsible for any claims or damages that are based upon its respective performance of this MOA, or that are based upon the actions or inactions of its respective employees or agents.

6. The District shall keep and make available to LFUCG any records related to this MOA such as are necessary to support its performance of this MOA. Books of accounts shall be kept by the District and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the District related to this MOA and shall be made available to LFUCG upon request.

7. The District shall allow LFUCG any necessary reasonable access to monitor its performance under this MOA.

8. 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.

9. The District shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual

orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause any agency receiving funds provided pursuant to this MOA to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

10. Neither party may assign any of its rights and duties under this MOA without the prior written consent of the other party. Notwithstanding the foregoing, LFUCG understands that the work or services hereunder may ultimately be performed by persons or entities other than the District.

11. This MOA does not create a contractual relationship with or right of action in favor of a third party against either the District or LFUCG.

12. If any term or provision of this MOA shall be found to be illegal or unenforceable, this MOA shall remain in full force and such term or provision shall be deemed stricken.

13. This MOA shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

14. By mutual agreement, the parties to this MOA may, from time to time, make written changes to any provision hereof.

15. This MOA 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 MOA shall replace any previous agreement between the parties on the same subject matter.

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

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed it as of the date first herein written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

