

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of September, 2012, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of General Services (hereinafter "Sponsor"), and, **Professional Life Coach, LLC** with offices located at 2805 Jenna Rest, Lexington, Kentucky 40511, (hereinafter "Organization").

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed with regard to the Charles Young Community Center with recommendations by the Charles Young Center Advisory Board, the following shall serve as the guiding principles for the Government and the Organization as follows:

1. With the recommendation of the Charles Young Center Advisory Board, the Government hereby retains the Organization for the period beginning on **September 1, 2012**, and continuing for a period of three (3) years with a two (2) year renewal option from that date unless at any time, based on the recommendations received by the Charles Young Advisory Board, the Lexington-Fayette Urban County Government exercises its right and gives the Organization thirty (30) days written notice of termination of this Agreement in

which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. The Organization shall provide programs and services consistent with the approved programmatic proposal submitted in the request for qualifications, said services being more particularly described in the Exhibit attached hereto and incorporated herein by reference. The Organization shall establish a process to engage the neighborhood residents and the public in services and programs. Detailed quarterly program reports shall be prepared, submitted, and presented to the Facility Manager for inclusion in the report to the Charles Young Center Advisory Board and the Lexington-Fayette Urban County Government via the Commissioner of General Services by October 10<sup>th</sup>, January 10<sup>th</sup>, and April 10<sup>th</sup> during the contract term. A year-end program report shall be prepared, submitted, and presented to the Facility Manager for inclusion in the report to the Charles Young Center Advisory Board and the Lexington-Fayette Urban County Government via the Commissioner of General Services by July 10<sup>th</sup> during the contract term. Reports shall reflect the services and programs provided by the Organization with emphasis on measurable outcomes, and include analysis of the success (or failure) of the approved programmatic proposal and adjustments to it, if any, based on an on-going evaluation process and neighborhood input. The Charles Young Center Advisory Board will evaluate the Organization and its programs effectiveness and quality of the work under contract.

3. If the services by the Organization are not performed in an acceptable manner to the Charles Young Center Advisory Board, the Board can make recommendations for changes to the Commissioner of General Services, as the official point of contact for the Lexington-Fayette Urban County Government. Based on the recommendations received from the Charles Young Advisory Board, the Government may cancel this contract for cause by providing written notice to the Organization, giving at least thirty (30) days notice of the proposed cancellation and the reasons for the same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Charles Young Center Advisory Board and the Lexington-Fayette Urban County Government, and the Government may rescind the cancellation if such action is in its best interest.

**Termination for Cause**

A. Based on the recommendations of the Charles Young Center Advisory Board to the Commissioner of General Services, the Lexington-Fayette Urban County Government may terminate a contract because of the Organization's failure to perform its contractual duties.

B. If an Organization is determined to be in default, the Commissioner of General Services shall notify the Organization of the determination in writing, and may include a specified date by which the Organization shall cure the identified deficiencies. The Government may proceed with the termination of the Organization if

it fails to cure the deficiencies identified by the Charles Young Center Advisory Board and/or the Government within the specified time.

C. A default in performance by an Organization for which a contract may be terminated shall include, but shall not necessarily be limited to:

Failure to perform the contract according to its terms, conditions, and specifications;

Failure to make delivery of services within the time specified or according to a delivery schedule fixed by the contract;

Actions that endanger the health, safety or welfare of the Lexington-Fayette Urban County Government or its citizens.

**At Will Termination**

Notwithstanding the above provisions, the Lexington-Fayette Urban County Government may terminate this contract at will upon providing thirty (30) days written notice of that intent.

4. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, 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 Government, its officers, agents and employees against any claim or

liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

5. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the Office of the Commissioner of General Services.

6. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

7. The Charles Young Center Advisory Board may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

8. Organization shall adopt a written policy for equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. The policy shall be submitted to the Charles Young Center Advisory Board and the Commissioner of General Services for review within thirty (30) days of the execution of this Agreement.

9. Organization shall adopt 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 submitted to the Charles Young Center Advisory Board and the Commissioner of General Services for review within thirty (30) days of the execution of this Agreement.

10. The Organization agrees that it will use only that portion of the Center as is provided herein unless permission is obtained by the Facility Manager to utilize other specific areas of the Center for temporary special purpose activities. The Charles Young Center Advisory Board will make recommendations to the

Commissioner of General Services regarding use of time and space for programming. The Facility Manager shall allow space for temporary special purpose activities based upon acceptable use as outlined in the Center's core values and the Board's recommendations approved by the Commissioner of General Services.

11. The Organization shall pay no rent but shall have the use of said facilities in exchange for providing public services at said facilities for the benefit of the residents of Fayette County.

12. The Organization agrees to maintain the premise in good condition at all times.

13. The Organization agrees to leave the premises at the expiration of the contract in as good as condition as when received except for ordinary wear and tear and damage by fire and other causes beyond the control of the Organization.

14. The Government shall provide janitorial services and products and all utilities.

15. The Government shall be responsible for repairs required in and about the premises which are not caused by the default or negligence or intentional acts of the Organization, the occupants, or their guests or invitees during the term of the contract, but repairs caused by default, negligence or intentional acts of the Organization, occupants, or their guests or invitees, normal wear and tear excepted, shall be paid for and/or repaired by the Organization at the option of the Government. The Organization shall reimburse the Government for any fines, penalties and costs

imposed as a result of the Organization's failure to repair. Intentional damage to the premises shall entitle the Government to terminate the contract and to recover the premises.

16. The Organization agrees not to make any alterations in the premises without obtaining in writing approval from the Commissioner of General Services of the Government.

17. The Organization agrees to pay a proportionate share of the telephone and cable cost, wireless network, monthly charges for copying, and monthly operation of the fax machines, including an associated installation costs, etc., with the other selected organizations or groups.

18. The Organization shall provide their own furnishings, operating equipment, and office and restroom supplies.

19. The Organization will be provided building access and should maintain security and control of building access cards, keys, etc. The Organization agrees to immediately vacate the premises and terminate the contract if it does not utilize the space provided herein. The Commissioner of General Services of the Government shall be responsible for determining whether the premises is being utilized as required herein and will work with the Charles Young Center Advisory Board in this matter. All keys, building access cards, etc. shall be returned to the Facility Director. If the Organization loses the keys, there will be a fifty-dollar (50) charge for each key lost; and if deemed necessary



for the building locks to be re-keyed and re-cored, the cost will be paid by the Organization.

20. The Organization agrees to indemnify and save harmless the Government from any and all claims whatsoever that may be made against the Government as a result of any injury or damage to any person or property while in, on, or about said premises, or as the result of any damage or injury to person or property by virtue of the use of said premises by the Organization or anyone else with its permission or under its control.

21. The Organization shall submit to the Government, who will maintain on file, a current Certificate of Insurance which includes liability, workers compensation, theft, and loss of use for contents.

22. The Organization agrees to provide a monthly calendar of events that are planned for times outside the regular Center operating hours of Monday-Sunday, 8 AM - 10 PM, to the Facility Manager.

a. The schedule shall be provided to the Facility Manager for submission twenty-one days in advance to the Charles Young Center Advisory Board and to the Commissioner of General Services.

b. The schedule shall "detail" the number of individuals scheduled to participate, the purpose and nature of the event, the day and date of the event as well as the hours the event is scheduled.

c. All events shall conclude by 10 PM (no exceptions).

d. Security, arranged through and provided by the Lexington-Fayette Urban County Government's Department of Public Safety, is required and shall be obtained when an event is projected to have more than 50 participants.

e. Security shall be "requested" in writing and submitted to the Lexington-Fayette Urban County Government's Commissioner of Public Safety at least thirty (30) calendar days in advance of the event.

23. Organizations may not sublease or grant any other individual, agency or organization use of their space to the Charles Young Community Center facility.

#### 24. Facility Manager Role

Dr. Regina Berry, Executive Director of the Center for Family and Community Services, will serve as the Facility Manager. This includes but is not limited to coordinating opening and closing of the Center, coordinating volunteers, documenting income and payment, being the liaison with the Lexington-Fayette Urban County Government staff for daily operating concerns, and advertising of programs, events, and activities. Dr. Berry will coordinate the facility schedule for rooms and special events and maintain the Center's Calendar of Programs and Special Events. She will meet with the Charles Young Center Advisory Board and all selected organizations to ensure facility programs and services are consistent with the core values and that there is not an overlap in

similar program offerings. Dr. Berry will work with the Charles Young Center Advisory Board in their efforts to prioritize and evaluate community-based programs and services to meet the neighborhood's needs. She will report all maintenance issues to the Government and coordinate individual organization requests. Dr. Berry will meet with all the organizations on a monthly basis to ensure cooperative efforts and communication. She will provide a report to the Charles Young Center Advisory Board at each regularly scheduled meeting.

25. Notice - Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

For Government:

Lexington-Fayette Urban County Gov.  
200 East Main Street  
Lexington, Kentucky 40507

Attn: Sally Hamilton, Commissioner  
Department of General Services

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

PROFESSIONAL LIFE COACH, LLC

BY: \_\_\_\_\_  
Jim Gray, Mayor

BY: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of the Urban County Council