

MEMORANDUM OF AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the 11th day of June ___ 2021, 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 Social Services and its Office of Economic Development (hereinafter "Sponsor"), and, **BLUEGRASS AREA DEVELOPMENT DISTRICT, INC.** with offices located at 699 Perimeter Dr., Suite 100, Lexington, KY 40517 (hereinafter "Organization").

RECITALS

WHEREAS, the Government, desires to partner with appropriate organizations and entities which provide workforce development in Lexington-Fayette County; and

WHEREAS, the Government understands such partnerships will aid economic development by increasing residents' access to employers and access to the skills necessary to compete for jobs in Lexington-Fayette County, including those skills necessary to obtain various licenses and certifications; and

WHEREAS, to fulfill these goals, the Organization will use temporary space in the Charles Young Center, as determined by Sponsor, to provide workforce development services to those that utilize the community center; and

WHEREAS, the Government, through its Sponsor, is committed to providing support to the Organization, as provided in this Memorandum of Agreement.

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and the Organization agree as follows:

1. PREMISES. That portion of the Charles Young Center, located at 540 E Third St, Lexington, KY 40508, in which the Organization obtains pre-approval by Sponsor for use as provided in Section 2, which shall be referred to herein as "Premises".

2. USE. By the first of every month, the Organization shall request, in the form required by Sponsor, dates and times for use of that part of Premises pre-approved by the Sponsor for that month to perform the services described in Exhibit A, which shall either be approved or rejected by Sponsor. Sponsor may, at

its option, suggest alternate dates and times. Nothing contained herein shall require Sponsor to grant the Organization's request, and past approval does not guarantee approval in the future. As availability of the space shall be shared with other Organizations under this program and is limited, availability of the Premises will be prioritized for those organizations demonstrating ongoing success using the Premises for the purposes of workforce development through the provision of services as described in Exhibit A. Organization's use shall not be exclusive, and the Government reserves the right to use the Premises for other Government purposes at all times.

3. REIMBURSEMENT FOR SUPPORTIVE SERVICES. If Organization so elects, Government shall reimburse Organization up to the cumulative sum of \$1,000 to provide supportive services to those clients helped by virtue of the Organization's use of the Premises who have been offered, and have accepted, a job. Supportive services shall include, but shall not be limited to, providing items of clothing or protective equipment necessary for the specific job, such as steel-toed boots or a Food Handler Permit. The Organization shall obtain pre-approval from Sponsor before expending any funds in which it believes is reimbursable under this Section that have not been described herein. The Organization shall provide evidence to reasonably satisfy Sponsor that the individual for which funds were expended: 1) was served by the Organization through its use of the Premises; and 2) that the person had been offered, and accepted, a job. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the Government funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government. If the Agreement is renewed as provided in Section 4, funding for reimbursement shall be subject to the government's appropriation of sufficient funds and shall be in the amount determined by Government at the time of renewal.

4. TERM. The initial term of this Agreement shall be for a period of six (6) months beginning on July 8, 2021. The initial term of this Agreement may be renewed for six (6) subsequent terms of one (1) month subject to the termination provision provided in Section 12.

5. GOVERNMENT'S PROPERTY. The Government agrees to provide computers, IT infrastructure, and reasonable classroom supplies to aid the Organization's provision of services under this Agreement. This equipment shall remain at all times the property of the Government, and damage to Government property or infrastructure caused in whole or in part by the Organization or its invitees shall be repaid by Organization in accordance with Section 8.

6. ORGANIZATION'S PROPERTY. All property owned by Organization shall be removed from Premises at the end of each scheduled time in which the Organization uses the Premises. Any property owned by the Organization or its

invitees brought on the Premises shall be done so at the sole risk and responsibility of Organization or its invitees.

7. REPORTING REQUIREMENTS. For the Government to evaluate the success of the program, the Organization shall report the monthly number of individuals served by the Organization on the Premises to Sponsor. Those "served" shall include only those to which the Organization performed the services as described in Exhibit A on the Premises.

8. INDEMNIFICATION. In consideration for the use of the Premises, the Organization agrees to indemnify, defend and hold harmless the Government and its agents, officials and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense, including defense costs and attorney fees, that Organization's or its invitees' use of the Premises, except to the extent resulting from the negligence or willful misconduct of Government. Government shall not be liable to Organization for any loss or damage to persons or property of the Organization or others located on the Premises or the loss of or the damage to any property of Organization or others by theft or otherwise from the Premises. Government shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent resulting from the negligence or willful misconduct of Government. Any property of Organization kept for storage at the Premises shall be so kept or stored at the exclusive risk of Organization.

9. COMPLIANCE WITH ORDINANCES, STATUTES, STATE AND FEDERAL LAWS. 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.

10. NON-DISCRIMINATION. Organization shall provide 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, 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.

11. SEXUAL HARASSMENT POLICY. 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 Sponsor for review within thirty (30) days of the execution of this Agreement.

12. TERMINATION. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Sponsor may perform ongoing evaluations to determine whether the Premises are being used by Organization as stipulated in this Agreement. If the Organization fails to utilize the Premises in accordance with this Agreement, this Agreement shall be terminated immediately upon written notice from Sponsor.

13. INDEPENDENT CONTRACTORS. The parties agree that the Organization is an independent contractor and in no way will it or its employees or agents be viewed or treated as employees of the Government.

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

For Organization: Bluegrass Area Development District Inc.,
699 Perimeter Dr. Suite 100, Lexington, KY. 40517

For Government: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Elodie Dickinson

15. WAIVER. No waiver of any condition of legal right shall be implied by the failure of either party to declare forfeiture, or for any other reason, and no waiver of condition or covenant shall be valid unless it be in writing signed by party so waiving. The waiver of a breach by either party of any condition shall not excuse, or be claimed to excuse, a future breach of the same condition or covenant or any other condition or covenant.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to Organization's use of the Premises, and there are no other promises or conditions in any other agreement either oral or written. The Agreement may be amended only in writing and only if such writing is signed by both parties. The parties acknowledge that any amendment to the Agreement must be approved by the Lexington-Fayette Urban County Council.

17. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.

18. INTERPRETATION. If any clause, sentence, paragraph or part of the Agreement shall for any reason be adjudged by a court of competent

jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other aspects this Agreement shall continue in full force and effect.

19. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on both parties and their successors. This Agreement is not assignable.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BLUEGRASS AREA DEVELOPMENT
DISTRICT, INC.

BY: _____
Linda Gorton, Mayor

BY:  _____
David Duttlinger,
Executive Director

ATTEST:

WITNESS:

Clerk of the Urban
County Council

Print Name

