

## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** (hereinafter the "MOA") is made and entered into as of the 15<sup>th</sup> day of October, 2015, by and between The Blue Grass Trust for Historic Preservation, Inc., a Kentucky non-profit with its principal office located at 253 Market Street, Lexington, Kentucky 40508 (hereinafter "BGT") 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").

### WITNESSETH:

**WHEREAS**, BGT is the region's oldest non-profit organization dedicated to the preservation, protection, and restoration of historic properties and architecture including Benjamin Henry Latrobe's Pope Villa (hereinafter the "Pope Villa"); and

**WHEREAS**, LFUCG finds that the preservation and restoration of the Pope Villa fulfills a public purpose and is desirous of providing funding in the amount of \$50,000.00 to be utilized in connection with such efforts; and

**WHEREAS**, BGT is agreeable to accepting the funding and ensuring that any requirements connected to the funding are followed.

**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 shall pay BGT the sum of **Fifty Thousand and NO/100 (\$50,000.00) Dollars** for services required by this Agreement, said services being more particularly described in the Scope of Work attached hereto as Exhibit A and

incorporated by reference as if fully set forth herein (the "Work"), in one lump sum upon execution of the Agreement by all parties.

2. In exchange for the funding as described in paragraph 1, BGT agrees as follows: (a) that all funds must be expended for the purposes of the restoration and renovation of the Pope Villa as described in Exhibit A; (b) that it will take sufficient and appropriate steps to ensure that the Work is completed; (c) that LFUCG will in no way be responsible for the Work other than the financial contribution further described herein; and (d) that it will provide to LFUCG, upon request, sufficient documentation of the appropriate expenditure of the funds, which shall include, at a minimum, a written summary report of all of the expenditures made towards the Work as well as a final report by no later than September 30, 2016.

3. This MOA shall remain in effect until BGT has fully complied with the requirements of this MOA and the Scope of Work described in Exhibit A, unless terminated by LFUCG in writing for nonperformance at an earlier time.

4. BGT shall perform (or take reasonable steps to ensure that) all services included in the Scope of Work are faithfully and satisfactorily performed at the time, place and for the duration prescribed herein. BGT 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 BGT's violation of any such laws, ordinances or regulations.

5. LFUCG retains the right to terminate this Agreement by thirty (30) days written notice. In the event of termination of this MOA by LFUCG, BGT shall be entitled to compensation for services rendered prior to the expiration of the thirty (30) days following the notice of termination in an amount equal to the services rendered, not to exceed Fifty Thousand and NO/100 (\$50,000.00) Dollars. In the event of such termination, BGT shall refund the appropriate portion of said compensation, if any, to LFUCG within sixty (60) days.

6. BGT shall be solely responsible for any claims or damages that are based upon its performance of this MOA, the Scope of Work, or that are based upon the actions or inactions of its employees or agents. BGT agrees to indemnify, save, hold harmless and defend LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from the BGT's performance of this MOA, the Work or that are based upon the actions or inactions of the BGT's employees or agents.

7. BGT 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 BGT and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of BGT related to this MOA and shall be made available to LFUCG upon request.

8. BGT shall allow LFUCG reasonable and necessary access to BGT's books and records in order to monitor BGT's performance under this MOA.

9. 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 venturers in the conduct of their respective endeavors or otherwise.

10. BGT 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 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. 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 Scope of Work will ultimately be performed by persons or entities other than BGT.

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

13. 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.

14. 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.

changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

16. 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.

17. 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**

BY: \_\_\_\_\_  
JIM GRAY, MAYOR

ATTEST:

\_\_\_\_\_  
URBAN COUNTY COUNCIL CLERK

**THE BLUE GRASS TRUST FOR HISTORIC  
PRESERVATION, INC.**

BY:  \_\_\_\_\_  
MAUREEN PETERS, PRESIDENT

COMMONWEALTH OF KENTUCKY )  
  )  
COUNTY OF FAYETTE                  )

The foregoing Memorandum of Agreement was subscribed, sworn to and acknowledged before me by *Maureen Peters* as *President* of The Blue Grass Trust for Historic Preservation, Inc., on this the 15 day of October, 2015.

My commission expires: 5-22-2018

  
NOTARY PUBLIC, STATE AT LARGE, KY

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**JACK W. GRIFFIN  
NOTARY PUBLIC  
Kentucky, State At Large  
My Commission Expires 5/22/2018**

## SCOPE OF WORK – LATROBE’S POPE VILLA

The Blue Grass Trust for Historic Preservation is seeking a Master Plan document for Latrobe’s Pope Villa, located at 326 Grosvenor Avenue, Lexington, Kentucky. The estimated cost of this Master Plan is \$65,000, of which \$50,000 will be covered by the Lexington-Fayette Urban County Government and \$15,000 of which will be matched by the Blue Grass Trust, a non-profit based in Lexington.

The completion date of this Master Plan is projected as September 30, 2016.

The intent of this plan is to develop a clear and concise scope of work necessary to renovate and restore the house with the goal of using the house for both interpretive purposes and offices. The plan will also recommend or help to establish the level of restoration possible within a budget provided by the owner and will define the type and levels of building systems, modifications and other interventions necessary to fulfill the program now envisioned for the house. The enclosed proposal includes the following tasks:

### I. Executive Summary

This summary will briefly describe the work to be performed in the house, any discoveries made during the process and the rationale behind the recommendations developed.

### II. Existing Conditions Survey

#### A. Laser Scan

This proposal includes 3D laser scanning that will record the exterior and interior, including the attic, to a high degree of accuracy that will depict as many structural framing members as possible, thereby allowing us to define the scope and nature of the repair and reconstruction work necessary.

#### B. Structural Assessment

Each portion of the house will be inspected and evaluated for repair work, and notes will be prepared so that the nature and extent of the repair and reconstruction work may be defined. This work is expected to include the brick masonry armature and the wood framing members of the flooring, walls and roof structure.

#### C. Building Survey and Material Schedule

In an effort to further define the full scope of work, all other materials will be inspected, assessed and quantified so that a preliminary cost estimate can be prepared. These materials include finished flooring, plaster, running trim, moldings, casework, mantles, door and door frames and other similar elements. During this work the fragment collection will be assessed. This information will be placed in a schedule to make cost estimating simpler and concise.

#### D. Model and Drawings

The information provided by the 3D scan will allow for the preparation of a 3D computer model

of the house as it exists, which in turn allow for accurate plans, sections and room and building elevations. This section will also include similar plans, sections and elevations as the house existed within the Pope/Latrobe period to the extent that information will be known.

### III. Restoration/Rehabilitation Plan

#### A. Drawings Illustrating Restored Floor Plans

The work of this section will set the floor plans developed during earlier work (see section 2.D. above) and overlay modern fitments, amenities and other elements necessary to meet the program developed for the contemporary use of the house. These elements are expected to include modern toilet facilities, a possible lift and any other modifications deemed necessary by the owner and user.

#### B. Building Code Analysis

The plan will include a description of features or elements the house required by the current building code and as they have been modified with any agreements made by the local code enforcement officials in recognition of the historic importance of the house.

#### C. Mechanical Systems

This section of the plan will evaluate different options for building systems and make recommendations for new HVAC, fire detection and suppression, security, and IT. These systems will consider their initial cost, the cost of operation, ease of maintenance, ease of installation and its impact on the physical fabric of the house, how its operation affects the physical fabric of the house, and aesthetic implications.

#### D. Project Timeline

Once the scope of work and interventions is understood, a schematic project timeline will be developed that will consider construction logic and overall project costs, including the potential for the phasing work.

#### E. Cost Estimate

Once the scope and quality of the work is understood, a cost estimate will be developed that will reflect the level of detail achieved during the earlier phases of the plan.