

**MEMORANDUM OF AGREEMENT**

by and between

**Kentucky Community and Technical College System**

and

**Lexington Division of Police**

**PARTIES:** This Memorandum of Agreement (hereinafter Agreement) is made and entered into this 12<sup>th</sup> day of February, 2012, by and between the Kentucky Community and Technical College System with an address of 300 North Main Street, Versailles, Kentucky, 40383, (hereinafter KCTCS), on behalf of Bluegrass Community and Technical College (hereinafter BCTC or the College) and the Lexington Fayette Urban County Government (hereinafter the Police) with an address of 200 East Main Street Lexington, Kentucky 40507.

**PURPOSE AND BENEFIT:** BCTC and the Police enter into this agreement to set forth and ensure compliance with any and all terms and conditions of building and facility use for the space offered by the College to the Police. Such terms and conditions shall apply to use and enjoyment of office and training space in BCTC's building known as "The Newtown Pike Campus Megowan Building."

The Police and KCTCS/BCTC agree that the use of the Newtown Pike Campus as proposed, described, and agreed upon within this Agreement provides mutual and valuable benefit to both parties and that said benefits include access to and use of the facilities as agreed upon below by both parties.

**SPACE LEASED:** BCTC hereby leases to the Police an approximate 20,700 square feet of property of the Newtown Pike Campus, the Megowan Building, which consists of no more than all classrooms, restrooms, and the gymnasium. The Police shall have full use of approximately 12,486 square feet of the space while sharing approximately 7602 square feet with BCTC. BCTC shall have exclusive control of approximately 612 Square feet as per the attached "Exhibit A" in the facility. The space leased includes all specified and agreed upon space, including common areas and restrooms in the facility. The Police agree to accept and maintain the facility and areas leased in quiet and peaceful possession for the full and entire term of this agreement.

**COST:** BCTC will lease the space to the Police at a cost of \$89,239.00 per year. This cost represents the lease of all described space and includes, all utilities (gas, electric, water, and sewer), amortized costs, custodial, and any and all costs and expenditures incidental to the use and enjoyment of the facility. This cost is based on estimates of actual cost and the agreed upon percentage of use of the facility (79% Police/21% BCTC) as outlined per the attached "Exhibit B". Both parties recognize that these are estimated costs and the actual costs could vary from year to year. The Police shall make payments to BCTC in regular, monthly installments, payable on or before the 15th of each month during the term of this MOA.

**EFFECTIVE TERM OF AGREEMENT:** The term of this lease agreement is one year, commencing on approximately August 1, 2013 and ending on June 30, 2014. Parties shall have an option to renew the MOA under the same terms and conditions set forth in this Agreement. Renewals shall be on an annual basis and the option to renew under the same terms and conditions shall continue for seven additional years ending on June 30, 2021. Effective July 1, 2021, both parties may re-negotiate the terms and conditions set forth.

**TERMINATION:** Notwithstanding the above, either party may terminate this MOA with or without cause by giving the other party written notice of the termination at least 30 days in advance.

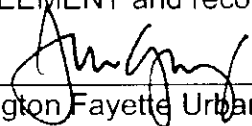
**TERMS AND CONDITIONS OF ACCESS AND USE:**

1. The Leased Premises shall remain subject to easements and restrictions of record and are subject to the restrictions and regulations of any and all federal, state, county, city and municipal authorities having jurisdiction and any amendments or additions thereto, and any rules or regulations promulgated by BCTC.
2. BCTC shall be responsible for securing and maintaining premises liability and casualty insurance on the building, including the Leased Premises. The Police shall be responsible for securing and maintaining contents insurance for equipment, and fixtures located within the Leased premises, and will name BCTC as an additional insured on their excess insurance policy and shall provide a Certificate of Liability at the time of the MOA signing.
3. The Police shall be responsible for all conduct of and liability for training and other activities conducted on the premises. KCTCS/BCTC shall not accept liability for any injury incurred as a result of Police's use of or training in the facility.
4. Pursuant to KRS 237.115, KCTCS has the authority to prohibit the possession of deadly weapons on campus except as otherwise provided by law. KCTCS recognizes that the Police are entitled pursuant to KRS 527.020 to carry concealed weapons on campus for law enforcement purposes. KCTCS further acknowledges that KCTCS Policy 3.3.23 on Deadly Weapons permits use of weapons for a legitimate academic activity. The training agreed upon and intended under this lease may include the use of such weapons. This use shall not in any other circumstance or on any other property prohibit KCTCS from enforcing its ability to prohibit deadly weapons on or in any of its facilities, buildings, or campuses.


5. BCTC shall maintain in good condition and repair the building, and shall make all repairs becoming necessary by reason of any structural defects in the Building; provided however, that BCTC shall not be required to make any repairs necessitated by reason of any act or omission of the Police, its officers, agents, employees, visitors, or anyone claiming under the Police or caused by any alteration, addition, or improvements made by the Police.
6. The Police shall not make any alterations, or changes to the Leased Premises without securing written consent from BCTC in advance. The Police shall be permitted to maintain existing fixtures and appurtenances in the Leased Premises, including the installation of and maintenance of video equipment, and/or wiring necessary for computers and networking.
7. The Police will supply the needed lockers for the Locker Room as shown, in accordance with BCTC's prior approval. The Police will also supply all required furniture and furnishings for the space.
8. The adjacent existing gravel parking area located between the Megowan Building and the Mule Barn shall be identified as parking for use by the Police. The Police may make improvements to this parking area at their discretion and with the approval of BCTC.
9. The Police will provide any needed wiring for telephone, computer cables and network drops at their own expense.
10. BCTC shall provide janitorial services for the building.
11. The Police will provide for trash and/or recycle services for the space.
12. The Police will provide for any needed snow and ice removal from the parking area, and outside of the building, including the entry way and sidewalks.
13. BCTC shall provide landscape services for the property.
14. BCTC will allow the Police to contract for vending services in the space and the Police will be responsible for such services.
15. The Police will not erect any interior or exterior signage, without written approval from BCTC.
16. BCTC will provide two (2) keys per door to the Police for use in the space. In order to receive keys the Police must sign a log in sheet maintained by BCTC for the keys.
17. Mule Barn may be used by both parties with use to be scheduled in advance.

18. Gymnasium will be a shared use space by the Police and BCTC. The Police will have priority on weekdays from 6 AM to 4 PM and BCTC will have priority on weekdays from 4 PM to midnight and Saturdays from Noon to 4 PM. There will be a calendar indicating the reserved times allowing flexibility for each party away from their priority times.
19. The Police will immediately contact Todd Gray, BCTC Security Manager at 859-753-8446 for any building emergencies.
20. This Agreement shall be modified and/or amended only by a written amendment executed by all parties to this Agreement.
21. The parties also agree hereto that the laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this Memorandum of Agreement. Furthermore, the parties hereto further agree that any legal action, which is brought on the basis of said Agreement shall be filed in either the Franklin County Circuit Court or Franklin County District Court, commensurate with the jurisdictional limits of those Courts, of the Commonwealth of Kentucky.

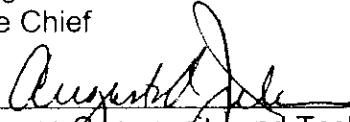
**IN WITNESS WHEREOF**, the parties hereto have executed this MEMORANDUM OF AGREEMENT and recommended the Agreement by signature:

  
 \_\_\_\_\_  
 Lexington Fayette Urban County Government  
 Mayor

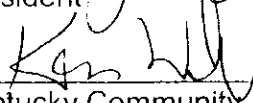
Date: 2/21/13

  
 \_\_\_\_\_  
 Lexington Division of Police  
 Police Chief


Date: 3/4/13

  
 \_\_\_\_\_  
 Bluegrass Community and Technical College  
 President


Date: 3-20-13

  
 \_\_\_\_\_  
 Kentucky Community  
 and Technical College System, KCTCS

Date: 4/4/13

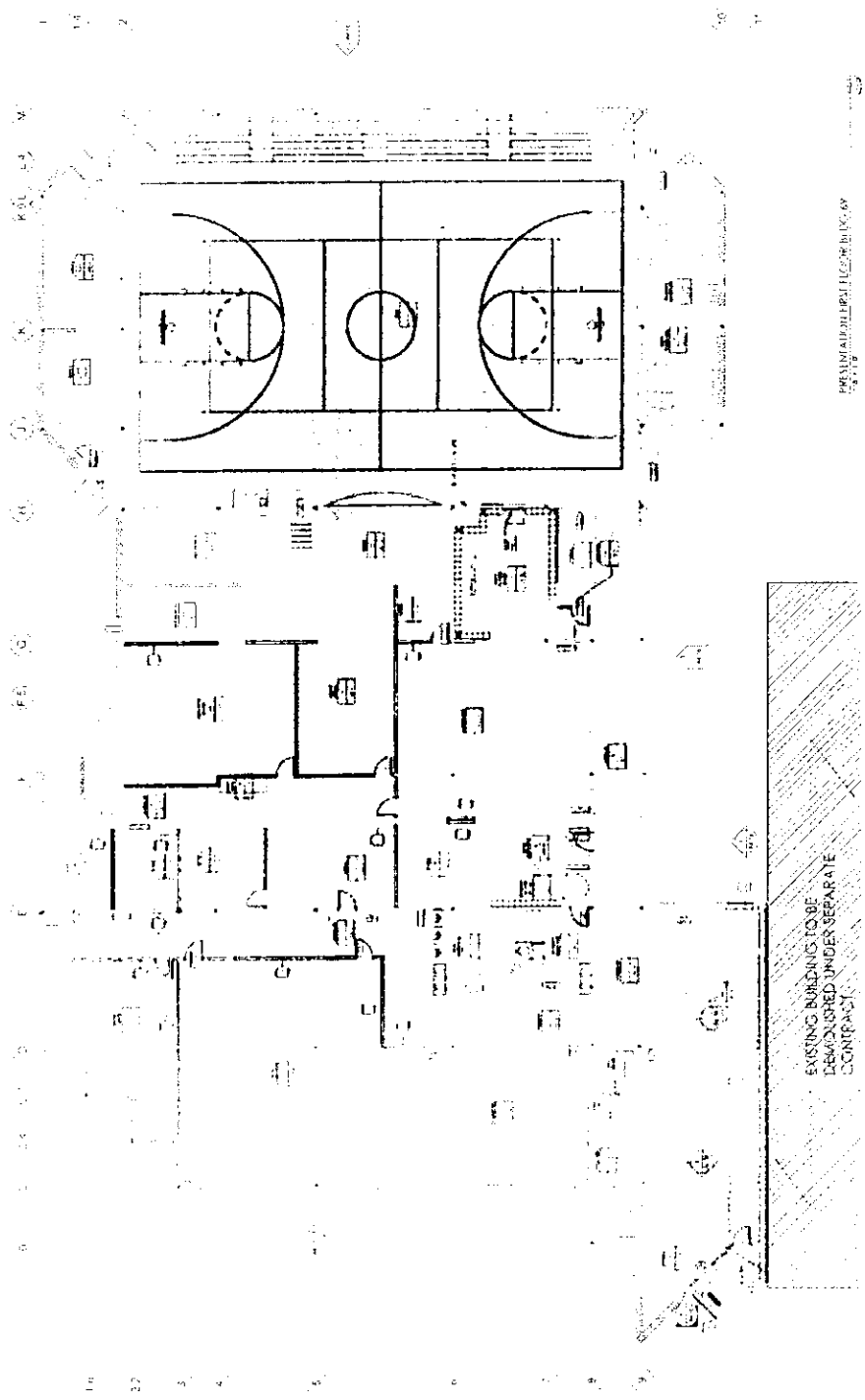
  
 \_\_\_\_\_  
 KCTCS Legal Counsel

Date: 4/2/13

  
 \_\_\_\_\_  
 Lexington Division of Police  
 Legal Counsel

Date: 3-5-13

ATTACHMENT A



DEPARTMENT LEGEND  
1.736' x 1.11' BCTS COLLEGE  
1.746' x 1.11' POUDE TRAINING ACADEMY  
6.434' x 1.11' SHARED SPACE

EXISTING BUILDINGS TO BE  
DEMOLISHED UNDER SEPARATE  
CONTRACT

PROJECT: ALBERT LEONARD BUILDING

**PROPOSED POLICE ACADEMY RELOCATION COSTS**

BCTC Newtown Campus-Megowan Building

13-Nov-12

**Space Breakdown**

	Size	Police %	Police Sq Ft	BCTC %	BCTC Sq Ft
BCTC Offices	612	0%	0	100%	612
Gym	6170	50%	3085	50%	3085
Gym Restrooms	520	50%	260	50%	260
Police Training Area	12486	100%	12486	0%	0
Stage	354	50%	177	50%	177
Mechanical Rooms	558	50%	279	50%	279
Totals	20700	79%	16287	21%	4413

**Building Shares**

BCTC Share            4413/20700= 21%  
 Lex Police Share    16287/20700= 79%

**Yearly Operating Costs**

Utilities	\$ 60,000
Mech Maint Contract	\$ 10,000
BCTC Maintenance	\$ 3,000
Major Repair Budget	\$ 7,000
Custodial (< actual) *	\$ 8,000
Total	\$ 88,000

BCTC Share	\$88000 X .21 = \$ 18,761
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Police Share	\$88000 X .79 = \$ 69,239
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\* Actual cost to BCTC is \$18,000/yr.-Will repropotion at end of amortization

**Amortization of Lexington Police Improvements \*\***

\$200,000 Total / 10 year amortization = \$20,000/yr

\*\*Costs reflect improvements beyond what BCTC originally planned for renovation (\$1,000,000) (i.e. if doors, finishes, lighting, mechanical, etc. was already planned for an area, the Police Academy will not pay for it. They only pay for embellishments beyond the original scope of project).

**Unamortized Improvements**

\$1,000,000 Total - Renovation costs paid for by College

**Total Yearly Costs to Police Academy**

Operating Costs	\$ 69,239
Amortization	20,000
Total	\$ 89,239

*NOTE FOR MOA RENEWAL:*  
 IN ORDER TO MINIMIZE YEARLY COSTS TO THE POLICE DEPARTMENT, BCTC HAS AGREED TO AMORTIZE THE POLICE EXCLUSIVE IMPROVEMENTS OVER 10 YEARS EVEN THOUGH THE TERM OF THE INITIAL MOA IS 8 YEARS. BOTH PARTIES UNDERSTAND ANY REMAINING BALANCE SHALL BE INCLUDED IN A NEW AGREEMENT OR PAID TO BCTC IN A LUMP SUM.  
 ROB KNIGHT  
 DEAN OF OPERATIONS  
 LISA BELL  
 VP. FINANCE & OPERATIONS  
 3/28/2013 BCTC