

FINAL

AGREEMENT

THIS AGREEMENT entered into this, the 11th day of July, 2017, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, with offices at 200 East Main Street, Lexington, Kentucky (hereinafter referred to as "LFUCG"), through its **DIVISION OF AGING AND DISABILITY SERVICES** and the **UNIVERSITY OF KENTUCKY**, through its **OSHER LIFELONG LEARNING INSTITUTE** (hereinafter referred to as "OLLI"), with offices at 658 South Limestone, Lexington, Kentucky 40506.

WITNESSETH

WHEREAS, the parties to this Agreement are committed to providing educational and enrichment activities for senior adults; and

WHEREAS, the parties to this Agreement desire to combine their collective resources to provide services to a diverse population of senior adults; and

WHEREAS, LFUCG has constructed a new state-of-the-art Seniors Center with classroom and meeting space conducive to the space OLLI would need for the provision of learning opportunities;

NOW, THEREFORE, in consideration of the foregoing premises and in consideration of the mutual undertakings and obligations hereinafter agreements hereinafter set forth, LFUCG and OLLI agree as follows:

I. **INCORPORATIONS, COMPLETENESS OF AGREEMENT, AMENDMENTS.**

1. The above recitals are incorporated herein by reference, as if fully stated.
2. This Agreement and the documents incorporated herein, contain the entire Agreement between the parties, and no statement, promises, or inducements by either party or agent of either party that is not contained in this written Agreement shall be valid and binding. Any alterations, variations, modifications, or waivers of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

II. EFFECTIVE DATE AND TERM OF AGREEMENT.

1. This Agreement shall take effect upon execution by both parties hereto, and shall remain in effect for a period of one (1) year. This Agreement shall automatically renew on an annual basis for up to two (2) additional terms of one (1) year each unless termination at an earlier point in time as further provided herein.

III. DUTIES, RESPONSIBILITIES, AND PROVISION OF SERVICES.

1. OLLI shall perform and provide the following duties, responsibilities, and services:
 - a. Upon invoice, OLLI shall pay to LFUCG a fee of **FIFTEEN HUNDRED AND 00/100 DOLLARS (\$1,500.00)** for the use of classroom/space at the Senior Center for the provision of educational, cultural, and/or language classes and meeting space in classroom A following the forum.
 - b. OLLI agrees to provide classes Mondays and Tuesdays during fall semester August 1-December 15, and Fridays during spring semester, January 5-April 27th between the hours of 8:30 am and 4:30 pm. Instructional classes that teach music, exercise or art skills are not allowable classes. During times prior to and immediately following typical class semesters, use of the space for OLLI meetings is allowable.
 - c. OLLI will ensure that all participants receive and are encouraged to complete the Lexington Senior Center registration form and upon attendance sign-in at the MySeniorCenter kiosk located in the Senior Center lobby.
 - d. Any furniture purchased by OLLI that will remain at the Senior Center for extended purposes shall be approved by LFUCG Senior Center staff. All property purchased by OLLI and stored at the Senior Center shall be at the sole risk and responsibility of OLLI.
 - e. OLLI will maintain their assigned classroom/space in a neat and orderly fashion, with all trash and debris being placed in the required receptacles at the end of each day.

- f. OLLI may request the use of Multi-purpose room, for forums larger than 110 participants, with six (6) week advance notice.
2. **LFUCG** shall perform and provide the following duties, responsibilities, and services:
 - a. LFUCG will make available and provide Classroom A for consistent use by OLLI for their educational, cultural and language classes between the hours of 8:30 am – 4:30 pm, except on Nationally observed holidays or days the Urban County Government is closed;
 - b. LFUCG will provide technological equipment, i.e. projectors, projector screens, podiums, microphones. LFUCG will additionally allow access to the sound system and the wireless internet, as needed.
 - c. When Classroom A is needed for use by the Senior Center, LFUCG will provide a request to the OLLI Director two (2) weeks in advance.
 - d. LFUCG will reserve Classrooms A and B for weekly forums provided by OLLI. Any forum with an expected attendance of 110 or more participants, OLLI shall make the necessary request for the multi-purpose room. All requests will be honored at the discretion of LFUCG.

IV. TERMINATION AND DEFAULT.

1. Either party may terminate this Agreement at any time and for any reason by providing notice in writing at least thirty (30) day in advance. If the Agreement is terminated, OLLI shall be entitled to a probated refund of fee paid based on the provision of services that have been rendered.
2. If either party materially breaches the terms of this Agreement, the other party may terminate this Agreement after providing the breaching party written notice of such breach and the breaching party shall have failed to cure the same within thirty (30) calendar days after receipt of such notice.

V. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

1. To the extent allowable by law LFUCG and OLLI are and shall remain independent contractors with respect to all services

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performed under this Agreement. Except as provided, within this Agreement, LFUCG and OLLI shall independently select the means, method, and manner of performing their respective services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the LFUCG and OLLI hereto or as consulting either party as the agent, representative, or employee of the other for any purpose or in any manner whatsoever.

2. The University of Kentucky shall be responsible for its own actions to the extent and in the manner provided for by applicable law.

VI. FORCE MAJEUR AND DISCLAIMER OF WARRANTIES.

1. Neither party shall be liable for the delay, failure or interruptions caused by circumstances beyond their reasonable control.
2. LFUCG makes no warranties, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose to OLLI in connection with the use of the Senior Center.

VII. GOVERNING LAW AND COMPLIANCE WITH APPLICABLE LAW.

1. This Agreement shall be governed by, construed and enforced under, subject to, and in accordance to all local, state and federal laws, as applicable.
2. The parties acknowledge, agree, and warrant that they shall maintain compliance with all applicable laws, rules and regulations, in connection with this Agreement and their relationship.

VIII. NOTICES.

All notices under this Agreement shall be in writing and shall be delivered by registered or certified mail, return receipt requested to the addresses specified below.

FOR LFUCG:

Lexington-Fayette Urban
County Government
195 Life Lane
Lexington, Kentucky 40502
Attn: Kristina Stambaugh

FOR OLLI:

OLLI
UK Ligon House
658 South Limestone
Lexington, Kentucky 40506
ATTN: Diana Lockridge

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IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

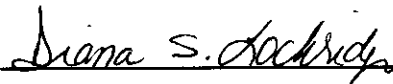
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
JIM GRAY, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

UNIVERSITY OF KENTUCKY, OLLI

By: 
Reviewed by Naomi Emmons in UK Purchasing 6/7/2017