

**Memorandum of Agreement for the Operation of Safety City Between
Eastern Kentucky University
and
Lexington-Fayette Urban County Government
and
Eastern Kentucky University Foundation**

This Memorandum of Agreement (MOA) describes the mutually agreed-upon conditions under which Eastern Kentucky University ("EKU") and Lexington-Fayette Urban County Government ("LFUCG") will operate Safety City, a public safety program and Eastern Kentucky University Foundation ("Foundation").

WHEREAS, in May of 1990 Safety City was officially opened and was a joint effort between the LFUCG, Fayette County Public Schools, Lexington's business community, and the Bluegrass Junior Women's Club, as well as other donors.

WHEREAS, Safety City occupies a 2-acre site and presents a child-sized version of downtown Lexington, KY, which was built to teach children safety and traffic rules that they should know in various situations. During its initial existence, Safety City had two full-time officers assigned to run the facility and activities with others available for potential support. Second graders from all Fayette County public and private schools were offered the course. Safety City was in operation 52 weeks a year, but a majority of its attendees came during the school year. It operated 5 days a week from 0800-1700 hours and had 25-35 students on most days. The program was also available to other school systems and civic groups year round. While exact numbers were not collected, it is estimated that between 1,000 and 2,000 students attended the course each year, or in excess of 21,000 students over the life of the program.

WHEREAS, Safety City has served as a model program for the surrounding community and was the first facility of its kind in Kentucky. The program successfully increased safety awareness in children enabling them to take a proactive approach toward not only their personal safety, but also for the safety of others around them. Unfortunately, due to staffing issues the program was discontinued in 2011, however, much of the equipment and the facilities are still in operational/usable condition.

WHEREAS, it is now the joint intention of EKU and LFUCG to create an agreement whereby EKU will provide staffing, development, and programming for the facility while LFUCG will maintain ownership and all related obligations.

I. EKU's Responsibilities

A. EKU will employ such staff as it may determine, in its sole judgment, is necessary to provide instruction and operate Safety City. Such staff shall generally consist of one (1) EKU employee responsible for administration of the entire program and one (1) graduate assistant.

B. These personnel will develop curriculum when needed, administer the program, schedule facility visits, and seek sponsors and/or donors, as well as any other reasonably related responsibility.

C. EKU personnel assigned to Safety City shall comply with all EKU policies and procedures.

D. EKU agrees to make a financial report to LFUCG on an annual basis.

II. LFUCG's Responsibilities

A. LFUCG will provide the fully-functional facility, ensure all facility maintenance and appropriate upgrades, provide all utilities and equipment to support the Safety City program, and cover the cost of insurance for the property and any programming occurring on or around the site in connection with this MOA.

B. LFUCG will train EKU personnel and provide the initial educational materials to start the program.

III. Marketing

A. EKU will develop and produce the marketing materials and provide for their distribution.

B. Both EKU and LFUCG will be allowed to incorporate their logo on the materials so as to demonstrate the partnership. Each entity must approve the materials prior to distribution, such approval not to be unreasonable withheld or delayed.

IV. Funding

A. LFUCG understands and agrees that EKU will fund the appropriate level of personnel needed to administer the program. EKU will be funding the personnel on a restricted funding basis. The retention and continued service of the employee assigned to Safety City is subject to available funding each year; such funding level to be determined at the sole discretion of EKU.

B. It is the clear expectation and understanding of the parties that the personnel and this program shall be self-funded by the conclusion of the first extended two (2) year term.

C. It is further understood that LFUCG yields to EKU any revenues, including but not limited to, those resulting from donations, corporate sponsorships, admission fees, or any other source of revenue.

D. All donations and sponsorship monies shall be delivered to the EKU Foundation and shall be used at EKU's discretion for the use and benefit of Safety City and EKU. The Foundation is a 501(c)(3) organization under the guidelines and regulations of the Internal Revenue Service. The Foundation will establish an account according to the terms of this MOA and distribute the funds therein in accordance with the provisions herein; as well as, the laws of the Commonwealth of Kentucky and the governing documents of the Foundation, as amended from time to time. Under no condition will the funds given for Safety City be used in any manner inconsistent with the provisions herein. The Dean, College of Justice and Safety, will be the fund manager.

E. All revenue shall be delivered to EKU and shall be used at EKU's discretion for the use and benefit of Safety City and EKU.

V. Recordkeeping

An original signed copy of this MOA will be maintained in the Office of University Counsel at ECU. Copies will be distributed to the Office of the Provost, Dean of the College of Justice and Safety, and the ECU Development Office. LFUCG will be responsible for ensuring that it maintains and distributes its copies of this MOA.

VI. Relationship of Parties

A. LFUCG and ECU acknowledge and agree that they are separate agencies of the Commonwealth of Kentucky and are not agents, franchisees, partners, or the like of one another for any purpose.

B. LFUCG and ECU mutually agree that ECU is engaged in an independent business and LFUCG shall have no right to direct or control in any way or to any degree the manner in which ECU conducts the program.

C. LFUCG understands that it is not authorized to and shall not make any agreement, contract, or representation on behalf of ECU or create any obligation, express or implied, on the part of ECU.

D. The parties agree that the employees assigned to Safety City by ECU are employees of ECU and not LFUCG.

VII. Indemnification

LFUCG and ECU acknowledge and agree that as state agencies of the Commonwealth of Kentucky, both parties are indemnified against the other against any and all claims, demands, liabilities, lawsuits, or damages in any way arising out of or based upon the activities or omissions under this Agreement.

VIII. Non-discrimination

In its use or occupancy of the Safety City facility and the operations of the program under the terms of this Agreement, each party shall comply with all applicable state, federal, and local non-discrimination laws and regulations.

IX. Term, Review, Renegotiation, and Review of MOA

A. Terms of the MOA

This Agreement shall become effective July 1, 2014, and shall have an Initial Term of two (2) years. Upon expiration of this Initial Term, and upon mutual agreement of the parties, the term shall be extended for up to three (3) consecutive two (2) year terms.

B. Termination of the MOA

Either ECU or LFUCG may terminate this Agreement with ninety (90) day written notice to the other party. If this Agreement is terminated, any funds derived from this Agreement shall remain with ECU.

X. Miscellaneous

A. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

B. If any of the provisions or portions thereof of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

C. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

The Undersigned agree to the terms and conditions set forth in this Agreement.

Dr. Michael T. Benson, President
Eastern Kentucky University

Date _____

E. Michael Eastman, Ed.D.
Vice President for Development and Alumni Relations
Eastern Kentucky University

Date _____

Mayor or Designee
Lexington-Fayette Urban County Government

Date _____