

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is made and entered into on this ____ day of _____, 2026, by and between **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government and political subdivision of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter "**LFUCG**"), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and **BOYS AND GIRLS CLUB OF THE BLUEGRASS** (hereinafter "**Organization**"), a Kentucky non-stock, non-profit corporation, whose mailing address is 231 East Main Street, Frankfort, Kentucky 40601.

WITNESSETH

WHEREAS, Organization was incorporated for the express purpose of enabling all young people, especially those who need critical assistance and access to resources, to reach their full potential as productive, caring, and responsible community members; and

WHEREAS, Organization's proposal for start-up operations and implementation of structured youth programming and essential youth services, including mentorship, athletics, and violence prevention programs within the community, will address a service-gap in after-school and youth engagement programming by providing dependable supervised care, thereby improving outcomes by supporting working families, reducing juvenile delinquency, reducing youth-involved conflict and violence, increasing academic achievement, and strengthening emotional and social development of Lexington-Fayette County youth; and

WHEREAS, Organization will provide a community anchor as a trusted hub connecting schools, nonprofits, and local government around shared youth development goals

WHEREAS, in recognition of the public purposes promoted by Organization's proposal in providing youth programming to under-resourced student populations, thereby supporting working families by providing dependable supervised care, reducing juvenile delinquency, reducing youth-involved conflict and violence, increasing academic achievement, and strengthening the emotional and social development of Lexington-Fayette County youth, LFUCG has agreed to contribute \$50,000.00 in local funding for Organization's proposal.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence as of the date set forth hereinabove and continue until June 30, 2027, unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – Scope of Services

To the extent that there is conflict between or among these documents, the terms and provisions of this Agreement shall prevail, followed by Exhibit "A."

3. RIGHTS AND OBLIGATIONS OF LFUCG.

- a. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Fifty Thousand Dollars (\$50,000) (“Funds”). The Funds are limited to start-up operational costs and costs associated with youth programming as expressly set forth herein and as further outlined in the attached Exhibit A and may not be spent by Organization for any other purpose without the prior written consent of LFUCG.
- b. TERMINATION. LFUCG, through the Mayor or the Mayor’s designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice, in which case this Agreement shall terminate automatically without need of any additional notice. In that event, Organization shall immediately repay to LFUCG all monies received from LFUCG pursuant to this Agreement less any amount representing just and equitable compensation for Organization’s share of any satisfactory work completed pursuant to the Agreement, calculated on a reasonable basis.
- c. MONITORING. LFUCG may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by Organization. LFUCG, its agents, and its employees shall have, at all times, unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization or to constitute Organization as an agent of LFUCG.
- d. NON-APPROPRIATIONS. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding in a specified amount. Nothing herein shall obligate LFUCG to the payment of any additional non-appropriated funding, now or in the future, and in the event that funding is not appropriated or becomes otherwise unavailable, now or in the future, LFUCG’s obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization.

4. RIGHTS AND OBLIGATIONS OF ORGANIZATION.

- a. Organization shall perform the services as outlined in the attached Exhibit “A” – Scope of Services, attached hereto and incorporated herein by reference, in a timely and professional manner. Organization shall use all sums paid by LFUCG under this Agreement to fulfill the activities and services referenced herein and for no other purposes.
- b. COMPLIANCE WITH 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.
- c. REPORTING. Organization shall provide LFUCG, upon request, timely reports and updates related to the provision of the services set forth herein, in the form and manner reasonably specified by LFUCG. No later than November 15, 2026, the Organization shall provide a completed IRS Form 990.

- d. **AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County. LFUCG may request proof that the Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. Organization represents that the person signing this Agreement is fully authorized to do so and agrees that Organization shall remain in compliance with all federal, state, and local law governing its operations for the duration of this Agreement. LFUCG may request, at any time, proof that Organization is compliant with all federal, state, and local requirements.
- e. **INDEMNITY.** Organization agrees to defend, indemnify, and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services thereunder, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors, or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG. Organization's obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG. This indemnity agreement shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend Organization.
- f. **INSURANCE.** Organization shall procure and maintain for the duration of this Agreement insurance coverages or provide self-insurance in at least the following amounts, unless any coverage so identified is deemed not to apply by LFUCG. Evidence of such coverage shall be made available to LFUCG upon request.

General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable); Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); Employer's Liability (\$1 million); Excess/Umbrella Liability (\$1 million per occurrence). LFUCG shall be named as an additional insured on any General Liability Policy or applicable policy of self-insurance. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. The General Liability Policy shall also include Premises and Operations coverage.

- g. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request. The books of accounts shall be maintained at the principal place of business of Organization. LFUCG shall have free and complete access to the books, papers, and affairs of Organization relating to the funds provided hereunder at all reasonable times. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization and submitted to LFUCG under this Agreement. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to assist with such a request.
- h. AUDIT. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures have conformed to state and local law and regulation. For any audit performed, including an audit performed pursuant to 200 CFR Part 200, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.
- i. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons and shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, and cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This assurance of equal opportunity shall apply to every aspect of its employment policies and practices. This program of equal opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.
- j. SEXUAL HARASSMENT. Organization shall adopt or have adopted 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 made available to LFUCG upon request.

5. MISCELLANEOUS TERMS AND CONDITIONS.

- a. Organization and LFUCG each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

- b. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held, or become in any way or for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. The parties agree that neither is an agent, servant, or employee of the other and each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- c. **NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
- d. **NO THIRD-PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.
- e. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
- f. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor or their designee.
- g. **WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.
- h. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

If to Organization:

Boys and Girls Club of the Bluegrass
 Attn: Jyre Richardson, Board Chair
 231 East Main St.
 Frankfort, KY 40601

If to LFUCG:

Lexington-Fayette Urban County Govt
 Attn: Council Office
 Government Center
 200 East Main Street
 Lexington, Kentucky 40507

- i. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not incorporated by reference herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

EXHIBIT "A"

BOYS AND GIRLS CLUB OF THE BLUEGRASS Scope of Services

Using funds allocated by the Urban County Council, LFUCG is contracting with Boys and Girls Club of the Bluegrass ("Boys and Girls Club") to fund its proposal for start-up operations and implementation of structured youth programming and essential youth services, including mentorship, athletics, and violence prevention programs within the community, in order to address a service-gap in after-school and youth engagement programming by providing dependable supervised care, thereby improving outcomes by supporting working families, reducing juvenile delinquency, reducing youth-involved conflict and violence, increasing academic achievement, and strengthening emotional and social development of Lexington-Fayette County youth.

LFUCG has allocated \$50,000 in funding. Boys and Girls Club agrees to utilize all funds provided by LFUCG to provide the services as set forth herein.

Youth Services and Program Delivery

The following are appropriate purposes for utilization of the funding provided by LFUCG under this Agreement:

- (1) **Mentorship:** Boys and Girls Club will implement structured mentoring programs to guide youth toward becoming productive, caring, and responsible community members.
- (2) **Athletics:** Boys and Girls Club will make provision for the availability of organized sports and physical activities to promote the values of health and teamwork.
- (3) **Violence Prevention:** Boys and Girls Club will develop and execute community-based initiatives and workshops aimed at reducing youth-involved conflict and violence.

Staffing and Logistics

The following are appropriate purposes for utilization of the funding provided by LFUCG under this Agreement:

- (1) **Staffing Support:** Funding may be used to cover personnel costs directly related to the supervision and facilitation of the programs listed hereinabove.
- (2) **Transportation:** Funding may be used for the provision of safe transportation services for youth to and from program sites and athletic events.