



LEXINGTON DIVISION OF POLICE

150 East Main Street • Lexington, KY 40507 • (859) 258-3600

TO: Mayor Jim Gray
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: May 14, 2014

RE: Memorandum of Agreement –
Eastern Kentucky University for Operation of Safety City

Please find attached Memorandum of Agreement (MOA) between Eastern Kentucky University (EKU) and Lexington Fayette Urban County Government for Operation of Safety City

The attached 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”).

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.

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.

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 ECU personnel and provide the initial educational materials to start the program.

Funding

- A. LFUCG understands and agrees that ECU will fund the appropriate level of personnel needed to administer the program. ECU 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 ECU.
- 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 ECU 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 ECU Foundation and shall be used at ECU's discretion for the use and benefit of Safety City and ECU. 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 ECU and shall be used at ECU's discretion for the use and benefit of Safety City and ECU.

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 EKU 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 EKU.

Upon Mayor Gray signing, please return original document to the Chief's Office to acquire additional signatures.

If you have any questions or require additional information, please contact my office.



Ronnie Bastin
Chief of Police

RB/rmh

Attachment

cc: Clay Mason, Commissioner of Public Safety