

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement"), is made and entered into on the 9th day of Dec. 2024 (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **ROBERT H. WILLIAMS CULTUAL CENTER, INCORPORATED** ("Organization"), a Kentucky non-profit corporation, with offices located at 644 Georgetown Street, Lexington, Ky, 40508 (collectively the "Parties").

WITNESSETH

WHEREAS, Organization is dedicated to promoting cultural awareness, diversity and inclusion; and

WHEREAS, Organization proposes to initiate a full assessment of needed facility improvements and repairs, in order to expand Organization's program offerings for residents of Fayette County, as well as preserve the historical and cultural significance at the site; and

WHEREAS, Organization has demonstrated a need for additional funds to complete this proposal; and

WHEREAS, LFUCG believes that payment of funds to Organization for this proposal fulfills a public purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the Parties hereby understand and agree as follows:

1. LFUCG shall grant Organization the sum of **One Hundred Seventy Thousand Dollars (\$170,000.00)** ("Funds"), for the purposes of a Site Assessment and Feasibility Study and capital facility improvements, in conformity with the proposal submitted to the Budget, Economic and Finance Committee of the Urban County Council on August 27, 2024 (the "Project"). Organization's Project, as approved by LFUCG, is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein.

2. In exchange for LFUCG providing these Funds, Organization agrees as follows: (a) all Funds must be expended for the purposes of completion of the Project and for no other purpose; (b) that Organization shall take steps to ensure that the Project is complete on or before **December 31, 2025** (the "Term"), and that in the event Organization fails to complete the Project on or before said date, LFUCG shall have the right to seek repayment of all of the Funds it has disbursed through any means available at law, in equity, or in bankruptcy; (c) that LFUCG will not be responsible for the maintenance or care of the Project; (d) that Organization shall provide to LFUCG, upon request, sufficient documentation of the appropriate expenditure of the Funds; (e) that Organization shall comply with all applicable procurement laws and regulations in completion of the Project; (f) that Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance with the terms of this Agreement, and shall allow LFUCG any necessary access to its records or to the Project site in order to monitor the Organization's performance under this Agreement; and (g) in any written or oral communications, the Organization shall identify LFUCG as the source of the above-referenced Funds, and shall not specifically identify any individual Councilmember(s) as being responsible for the funds donated by LFUCG.

3. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.

4. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

5. Each party agrees that it shall be responsible for any claims or damages that are based upon its respective performance of this Agreement, or that are based upon the actions or inactions of its respective employees or agents.

6. This Agreement shall remain in effect until Organization has fully complied with the requirements of numerical paragraph 2 above, the Project is complete and the facility is open for use by the general public.

7. In no event shall the Parties be construed, held, or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

8. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity or handicap; (b) promote equal opportunity through a positive, continuing program of equal employment; and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so, with the understanding that this program of

equal employment 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.

9. This Agreement shall constitute the entire agreement between the Parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein, shall be effective for any purpose. This Agreement shall replace any previous agreement between the Parties on the same subject matter.

10. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

11. This Agreement shall be governed in all respects by the law of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

12. 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 its Mayor.

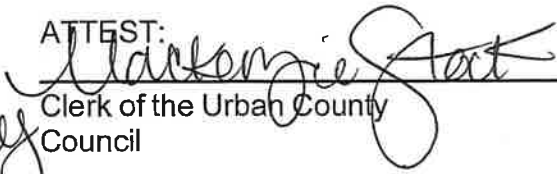
13. The waiver by either party of any breach of any provision of this Agreement shall not constitute a waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

SIGNATURE PAGE TO FOLLOW


IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County
Council
Deputy

ROBERT H. WILLIAMS CULTURAL CENTER

BY: 
TERESA SEARCY
CHAIR, BOARD OF DIRECTORS

AND 
VINCENT GREENE, TREASURER