

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (Agreement), is made and entered into on this ____ day of January 2022, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and the **Fayette County Commonwealth Attorney's Office** located at 116 North Upper Street, Lexington, Kentucky 40507 (hereinafter referred to as "Administrator").

RECITALS

WHEREAS, the Government has applied for and received federal funds from the Commonwealth of Kentucky Justice Cabinet (“Cabinet”) for a Street Sales Enforcement Grant to provide concentrated enforcement of laws governing the use, possession, or distribution of illegal drugs and for the prosecution of repeat offenders;

WHEREAS, the Government will need to provide data on drug-related prosecutions to the Cabinet as part of its reporting obligations as specified in the Government’s grant agreement with the Cabinet;

WHEREAS, the Administrator is tasked with prosecuting drug offenses in Fayette County and is the best source for data on drug-related prosecutions;

WHEREAS, the Government and Administration agree that the Administrator’s sharing of data on drug-related prosecutions with the Government will facilitate both parties’ fulfillment of their shared objective to reduce drug-related crime;

WHEREAS, the Administrator has agreed to partner with the Government to provide any necessary data on drug-related prosecutions to the Government for purposes of fulfilling the Government’s reporting obligations to the Cabinet;

WHEREAS, the Government’s grant agreement with the Cabinet further necessitates that any partnerships with intergovernmental agencies be in a signed writing;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, and pursuant to the grant requirements, the parties hereto agree as follows:

WITNESSETH:

1. The term of the Agreement shall be for a period beginning October 1, 2021, and continuing until September 30, 2022, unless within that period Government gives Administrator thirty (30) days written notice of termination of this Agreement, in which case this Agreement shall terminate thirty (30) days from the date notice is given to Administrator.

2. The Government assumes the following obligations:
 - a. To reasonably identify and request all necessary data for the completion of reports to the Cabinet.
 - b. To prepare and submit necessary reports to the Cabinet.
3. The Administrator assumes the following obligations:
 - a. To maintain current, accurate records relate to drug-related prosecutions.
 - b. To retain all records requested by the Government for five (5) years.
 - c. To timely provide all data requested by the Government in whatever format requested by the Government.
4. The Administrator assures that it has in place or else will implement a policy to ensure that the program workplace is free from the illegal use, possession, or trafficking of controlled substances in accordance with the requirements of the Drug Free Workplace Act of 1988, 28 CFR Part 67 Subpart F.
5. The Administrator shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, including but not limited to Executive Order 12549, 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, and shall indemnify Government, its officers, agents, and employees against any claim or liability arising from and based on the violation of such laws, ordinances, or regulations.
6. The Administrator further agrees to defend, indemnify, and hold harmless Government from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this agreement by Administrator, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement.
7. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and the Program Administrator.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on this the day and year first set out above.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

FAYETTE COUNTY COMMONWEALTH ATTORNEY'S
OFFICE

BY: _____
Lou Anna Red Corn, Commonwealth Attorney