

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is made and entered into as of the ___ day of June, 2014, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter “Lexington”) and the **KENTUCKY SMALL BUSINESS DEVELOPMENT CENTER, UNIVERSITY OF KENTUCKY**, a political subdivision of the Commonwealth of Kentucky, One Quality Street, Lexington, Kentucky 40507 (hereinafter the “KSBDC”).

W I T N E S S E T H:

WHEREAS, Lexington and the KSBDC want to establish a Kentucky Procurement Technical Assistance Program through the sharing of certain resources (the “Program”); and

WHEREAS, the Program would be mutually beneficial to both parties.

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

1. The parties agree to provide the services towards the establishment and operation of the Kentucky Procurement Technical Assistance Program as further described in Exhibit “A”, which is attached hereto and incorporated herein by reference as if fully stated.

2. This MOA shall remain in effect for an initial period of two (2) years and is automatically renewable for terms of one (1) year each unless either party provides the other party with written notice of cancellation or termination at least sixty (60) days in advance. In addition, either party may terminate this MOA at any time, and for any reason, by providing the other party with at least sixty (60) days advanced written notice. Each party shall provide a point of contact and address for any such notices.

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

4. 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.

5. Each party shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. This MOA does not create a contractual relationship with or right of action in favor of a third party against either Lexington or the KSBDC.

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

8. This MOA shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

9. This MOA 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 MOA shall replace any previous agreement between the parties on the same subject matter.

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

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed it as of the date first herein written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
Jim Gray, Mayor

ATTEST:

URBAN COUNTY COUNCIL CLERK

UNIVERSITY OF KENTUCKY

BY: _____
Cordelia Harbut, State-Wide Program Coordinator, KSBDC

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

Subscribed, sworn to and acknowledged before me by _____, as
_____, on this the ___ day of June, 2014.

My commission expires: _____
NOTARY PUBLIC, STATE AT LARGE,

EXHIBIT "A"

KSBDC wishes to partner with LFUCG to create a DLA PTAC in Kentucky. Services provided by LFUCG will be considered in-kind match for the DLA funds. KSBDC will be responsible for contributing the additional match to fund the KPTAC.

To fulfill the requirement of the agreement, the KPTAC will offer the following services to LFUCG:

1. Collaborate with LFUCG to offer minority and women-owned business match making events by providing program marketing; participant recruitment; accounting and recordkeeping; development of program promotional materials; vendor recruitment; event planning; economic impact tracking and administrative assistance.
2. Offer contract counseling services. PTAC counseling services will include bid matching, bid and proposal assistance, registration and certification assistance; and market research.
3. Collaborate to offer ongoing workshops to minority and women-owned businesses on how to obtain federal, state and local government contracts; including attendee registration; location assistance; workshop promotion and advertisement, promotional material development and issuing & summarizing evaluations.
4. Provide professional development in procurement services.

To fulfill the requirements of the PTAC agreement, the LFUCG will offer the following services:

1. Counseling and recruitment of minority and women-owned business clients on procurement opportunities. This will include assistance with LFUCG government level registrations, certifications, bidding, procurement procedures and overall local government contracting assistance
2. Assistance in helping to organize and host minority and women-owned procurement events such as seminars, workshops, and government match maker events. Assistance will include strategic planning; promoting the events using LFUCG's database; occasional speaking engagements and assistance in speaker recruitment.
3. Researching LFUCG and other solicitations, awards and vital information for minority and women-owned business clients;
4. Documenting Liaison assistance in the KPAP software.
5. Assistance in recruiting new minority and women-owned businesses to sign-up for the auto-bid-match program.