

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement"), made and entered into on the 27th day of November, 2024 (the "Execution 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 ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO"), and **THE DOWNTOWN LEXINGTON CORPORATION D/B/A DOWNTOWN LEXINGTON PARTNERSHIP**, a Kentucky corporation, ("Organization") with offices located at 333 W. Vine St, Ste. 206, Lexington, Kentucky 40507.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Effective Date; Termination. This Agreement shall become effective when signed by the parties to it (the "Effective Date"). The term of this Agreement shall be from the Effective Date until October 31, 2025, unless within that period Government gives the Organization 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 the Organization.

2. Obligations of Parties.

A. Organization agrees to provide the following services throughout the downtown area:

- i. Provide event management for the following events:
 - a. Central Bank Thursday Night Live (Fifth Third Bank Pavilion)
 - b. Luminate Lexington Holiday Concert and Tree Lighting (Triangle Park)
 - c. Christmas Parade (Main Street/Downtown)
- ii. All revenues from the events shall be retained by the Organization;
- iii. Event evaluation to determine if events in whole or in part are effective and provide a report to Director of Arts & Cultural Affairs in the Office of the Mayor with recommendations.

- iv. Sponsor recognition to Government on all events that Organization produces;
- v. Reimbursement to Government for services and equipment on Central Bank Thursday Night Live as specified in Section 4 below.
- vi. Inclusion of at least four (4) Government Art on the Town carts to participate at Central Bank Thursday Night Live events.
- vii. Organization shall perform all duties and services specified in Section 2 faithfully and satisfactorily at the time, place, and for the duration prescribed in Exhibit A, which is attached hereto and incorporated by reference.
- viii. Organization 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, 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 Organization's violation of any such laws, ordinances or regulations.

B. Government agrees as follows:

- i. Provide Organization with personnel and equipment from Divisions of Parks and Recreation, Street and Roads, Police, Fire, Public Information and Waste Management to produce events specified in Subsection 2.A. above.
- ii. Director of Arts and Cultural Affairs in the Office of the Mayor will work with Organization's staff for event support.
- iii. Government will not charge Organization rent for the Fifth Third Pavilion for Central Bank Thursday Night Live listed in Section 2.A.i. above, or for any future additional events.

- iv. Government will absorb its costs incurred to support the Luminate Lexington Holiday Concert and Tree Lighting and Christmas Parade events listed in Section 2.A.i. above.

3. Miscellaneous. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner.

4. Reimbursement for Central Bank Thursday Night Live. Government will submit a monthly bill to the Organization for all expenses for Central Bank Thursday Night Live events incurred in that month. After receipt of the monthly bill, the Organization will have fourteen (14) days to review the statement and request any additional information it may reasonably deem necessary to verify the information contained therein, which additional information Government shall provide in a timely manner. Upon approval of the statement, or fourteen (14) days from receipt if Organization neither approves the statement nor request reasonable verifying information, the Organization shall remit to Government a check for the full amount of Government's expenses incurred.

5. Evaluation. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. Government, its agents and employees, shall, at all times, have 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.

6. Entire Agreement: Amendment. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

7. Insurance. The Organization shall provide Government with a certificate of commercial general liability insurance written through a company with an A.M. Best rating of "A" or better with the minimum amount of \$1,000,000.00 per occurrence, listing the Lexington-Fayette Urban County Government as an "additional insured."

8. Indemnification. The Organization shall defend, indemnify, and hold harmless Government, its officers, agents, employees, and officials from and against any and all liability loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of or in connection with the performance of this Agreement. Nothing herein shall be interpreted as or deemed a waiver of any defense available to Government, including sovereign immunity. This provision shall survive the termination of this Agreement.

9. Jurisdiction; Venue. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in Fayette County, Kentucky.

10. Notice. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization: Downtown Lexington Corporation
 dba Downtown Lexington Partnership
 333 W. Vine St, Ste. 206
 Lexington, Kentucky 40507
 Att: Laura Farnsworth, Director, Development and Events
 (or as otherwise designated in writing by Organization)

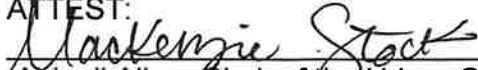
For Government: Lexington-Fayette Urban County Government
 200 East Main Street
 Lexington, Kentucky 40507
 Att: Kevin Atkins, Chief Development Officer

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington,
Kentucky, the day and year written below.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
LINDA GORTON, MAYOR

ATTEST:


~~Abigail Allan, Clerk of the Urban County Council~~
Mackenzie Stock, Deputy

DOWNTOWN LEXINGTON PARTNERSHIP

BY: 
Jennifer Taylor, Board Chair

ATTEST:


WITNESS: 
DATE: 11/27/24

EXHIBIT A

1. Luminate Lexington (Christmas Tree Lighting celebration with music and Santa) will take place on Sunday, December 1, 2024 in Lexington, KY. This is an evening event to highlight the lighting of the Christmas Tree in Triangle Park. Time to be determined.

2. Christmas Parade will take place in downtown Lexington on December 7th, 2024 at 11:00 AM.

Should dates and times require any revision, DLP will work with Heather Lyons, Mayor's Office, to determine changes.