

## **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT, made and entered into on the 1<sup>st</sup> day of October, 2022, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"), and RODNEY BALLARD, 350 Terebet Court, Edgewood, Kentucky 41017.

### **WITNESSETH:**

**WHEREAS**, beginning 10/1/2022, the Division of Community Corrections, due to the retirement of its current Director, would have been without a Director; and

**WHEREAS**, there was insufficient time to conduct an appropriate and adequate competitive search for a new Director of Community Corrections prior to September 30, 2022; and

**WHEREAS**, Rodney Ballard is an extremely well-qualified and experienced professional in the area of community corrections and has previously served as Director of the Division of Community Corrections; and

**WHEREAS**, LFUCG wishes to avail itself of the services of Rodney Ballard on a temporary basis as Interim Director of Community Corrections through execution of a [XX month] agreement while LFUCG examines best practices for the Division of Community Corrections and conducts a search for a new Director.

**NOW, THEREFORE**, for and in consideration of the promises and mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. **GENERAL.** LFUCG hereby engages Rodney Ballard to be the Interim Director of Community Corrections to perform all of the duties and obligations of Director of Community Corrections.

2. **COMPENSATION.** Rodney Ballard's compensation for his services shall be the equivalent of \$12,500.00 per month.

3. **OTHER.** Mr. Ballard shall receive no other benefits. Mr. Ballard shall abide by and comply with all LFUCG policies and workplace standards. Mr. Ballard shall be paid as part of the LFUCG payroll, including the withholding of appropriate taxes. It is the intent of both parties that Mr. Ballard, with the exceptions set forth herein, be treated as a temporary employee of the LFUCG.

4. **TERM.** The term of engagement shall commence on October 1st, 2022 and shall terminate on January 1st, 2023, or when a new director for the Division of Community Corrections is hired, whichever first occurs. The provisions of this paragraph are not intended to in any way restrict or qualify the provisions of numerical paragraph 5 of this Agreement.

5. **CANCELLATION.** This agreement may be terminated by either party at any time without advanced notice of termination.

6. **APPLICABLE LAW.** The terms of this agreement shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. Any ambiguity is to be construed in favor of LFUCG.

7. **ENTIRE AGREEMENT/MODIFICATION.** This agreement represents the entire and integrated agreement between LFUCG and Rodney Ballard and supersedes all prior negotiations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

BY: Rodney Ballard  
RODNEY BALLARD