

**AN AGREEMENT BETWEEN
LEXINGTON PUBLIC LIBRARY
AND
FAYETTE COUNTY CLERK'S OFFICE AND THE LFUCG**

THIS AGREEMENT entered into this 9th day of October, 2020, by and between LEXINGTON PUBLIC LIBRARY ("LPL") and the FAYETTE COUNTY CLERK'S OFFICE AND the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (COLLECTIVELY "THE CLERK'S OFFICE").

WHEREAS, the Clerk's Office plans to conduct in-person 2020 general election voting ("2020 Voting") from October 13 to November 3 at the Beaumont, 3080 Fieldstone Way, Lexington, Kentucky 40513, Tates Creek, 3628 Walden Drive, Lexington, Kentucky 40517, and Northside, 1733 Russell Cave Road, Lexington, Kentucky 40505, branches; and

WHEREAS, LPL wishes to facilitate The Clerk's Office 2020 Voting in person.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, including the duties and obligations as set out herein, LPL and The Clerk's Office agree as follows:

1. LPL will close the Beaumont and Tates Creek branches from October 13 to November 3 for The Clerk's office to conduct 2020 Voting. 2020 Voting will also be conducted at the Northside Branch, but the Northside Branch will remain open from October 13 to November 1 because the area provided for voting can be accessed separately from the main branch entrance. All library branches will be closed on November 2 and 3.
2. LPL will provide access to the branches only. The Clerk's Office will be solely responsible for conducting the 2020 Voting, including but not limited to providing all equipment, staff, security, and volunteers.
3. The Clerk's Office will conduct the 2020 Voting between 8:30 a.m. and 4:00 p.m., Monday through Friday and between 9:00 a.m. and 1:00 p.m., Saturday on October 13 to November 2. The Clerk's Office will conduct the 2020 Voting between 6:00 a.m. and 6:00 p.m., Tuesday, November 3. The Clerk's Office and LPL will cooperate on scheduling access to LPL branches before and after voting hours.
4. All The Clerk's Office employees and volunteers will be trained by The Clerk's Office to operate 2020 Voting in compliance with current The Clerk's Office and LPL policies and procedures. If policies conflict, the parties will meet to determine which policy prevails.

5. The Clerk's Office will comply with all city, state and federal laws, including but not limited to those pertaining to licenses, permits and taxes, in The Clerk's Office's operations at the LPL branches. Additionally, The Clerk's Office will abide by all rules and regulations of LPL in its use of the library branches.
8. The Clerk's Office will have access to Library internet service and IT support. The Clerk's Office must abide by LPL's Internet Use Policy.
9. LPL will have no input into The Clerk's Office's Services, provided The Clerk's Office complies with the terms provided herein.
10. The Clerk's Office is solely responsible for daily cleaning, in accordance with CDC guidelines, of rooms used to conduct Voting 2020. In the event of a COVID exposure requiring deep cleaning of the rooms used to conduct Voting 2020, The Clerk's Office shall provide and pay for such cleaning. On November 4, 2020, the Clerk's Office will return the space used to conduct Voting 2020 in the same condition as provided to The Clerk's Office prior to Voting 2020. The LPL custodial staff will not enter the rooms used to conduct Voting 2020.
11. The Clerk's Office shall at all times maintain a policy of commercial general liability insurance and property insurance issued by an insurance company acceptable to LPL, with respect to The Clerk's Office's operations at the Central Library under this agreement, naming LPL as an additional insured, insuring against claims for bodily injury, property damage and contractual liability arising from the performance of Voting 2020 activities. Clerk's Office shall furnish to LPL a copy of such policy and Certificate of Insurance identifying LPL as an additional insured prior to commencing operations under this agreement and at any time such policy is replaced or renewed. The additional insured coverage shall be primary and non-contributory to any of the LPL's general liability insurance policies. The LPL shall have no liability for any deductibles or self-insured retentions ("SIR") applicable to any insurance provided by The Clerk's Office, which shall be and remain the responsibility of The Clerk's Office. If The Clerk's Office fails to maintain said insurance, or any other such insurance reasonably requested by the LPL, then LPL may terminate this agreement. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, available to the parties.
12. The Clerk's Office may not assign its rights under this agreement without the prior written consent of LPL, which consent shall be within LPL's sole discretion.

13. LPL and The Clerk's Office agree that any substantial change in the arrangement contained herein shall require an amendment in writing signed by the parties.
14. This agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will constitute one and the same agreement.
15. This agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter of this agreement. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement, and the remainder shall be construed as if the invalid or unenforceable provision were never included. No waiver of default by either party of any terms, covenants and conditions hereof shall be construed as or shall operate as a waiver of any subsequent defaults. Time shall be of the essence in this agreement. This agreement is binding and inures to the benefit of the parties and their respective successors and assigns.

LEXINGTON PUBLIC LIBRARY



By: Lawrence T. Smith
Its: Chair, Lexington Public Library Board of Trustees

FAYETTE COUNTY CLERK'S OFFICE



By: Don Blevins, Jr.
Its: Fayette County Clerk

LFUCG



By: Linda Gorton
Its: Mayor