

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made as of _____, 2021, between the **Lexington-Fayette Urban County Government** (“**LFUCG**”), an urban county government created pursuant to Chapter 67A of the Kentucky Revised Statutes, through its **Urban County Council** (“**COUNCIL**”), and **Progress Lex, Inc. d/b/a CivicLex**, a Kentucky nonprofit corporation, with its principal place of business at 141 East Main Street, Lexington, Kentucky 40507 (“**CIVICLEX**”). **LFUCG** and **CIVICLEX** are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the **Lexington-Fayette Urban County Council** is always seeking to improve public engagement and public input in the activities of the Government; and

WHEREAS, **CIVICLEX** is a non-profit civic education organization that focuses on helping residents understand and become involved in the issues, policies, and procedures that impact Lexington-Fayette County; and

WHEREAS, **CIVICLEX** is interested in providing pro bono services to the **COUNCIL** to improve its processes for (non-pandemic) public comment.

WHEREAS, the **COUNCIL** is interested in working with **CIVICLEX** to improve its processes for (non-pandemic) public comment.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and agreements herein contained, the Parties herein agree as follows:

1. PURPOSE: The purpose of this MOU is to outline the duties and expectations between both Parties for **CIVICLEX** and its partners to complete a comprehensive review of the **COUNCIL’s** public comment processes and provide recommendations to improve said processes.

2. RESPONSIBILITIES OF THE PARTIES

2.1 **CIVICLEX**

2.1.1 **CIVICLEX** shall perform all duties required to complete the services described in Exhibit A, which is attached hereto and incorporated herein by reference, including, but not limited to reviewing the **COUNCIL’s** current (non-pandemic) public comment processes; gathering input from residents and **LFUCG** employees regarding said processes using surveys and listening sessions; recommending

legally-defensible and fiscally-responsible ways to improve public comment for government meetings involving the **COUNCIL**, including its work sessions; committee meetings; and council meetings; and matching solutions to these recommendations, at no cost to the **LFUCG**.

- 2.1.2 To ensure any survey performed provides a representative sample of the residents of Lexington-Fayette County, **CIVICLEX** shall provide to the **COUNCIL**, through its Council Administrator, a detailed data collection and analysis plan to capture a representative sample of the residents of Lexington-Fayette County before surveying the population.
- 2.1.3 To ensure any survey performed provides a representative sample of the residents of Lexington-Fayette County, **CIVICLEX** shall explain, in the report described in Exhibit A, how the sample it collected is representative of the residents of Lexington-Fayette County.
- 2.1.4 While performing said services, **CIVICLEX** shall work cooperatively and collaboratively with the **COUNCIL**, through its Council Administrator, and other relevant **LFUCG** personnel as necessary, and shall additionally provide periodic status updates at the request of the **LFUCG** or **COUNCIL**.
- 2.1.5 While considering recommendations to improve public comment, **CIVICLEX** shall collaborate with **LFUCG** personnel, including the **COUNCIL** through its Council Administrator, to ensure its potential recommendations comply with all applicable federal, state, and local laws, and are within the capabilities of **LFUCG**, both fiscally and technologically.
- 2.1.6 **CIVICLEX** shall present its completed report to the Urban County Council, or a committee thereof, within a reasonable time after its completion.

2.2 **LFUCG**

- 2.2.1 The **COUNCIL** shall cooperate with **CIVICLEX** while it performs the services described in Exhibit A.
- 2.2.2 The **LFUCG** shall provide to **CIVICLEX** or its partners all information the **LFUCG** deems reasonably necessary for **CIVICLEX** to perform its responsibilities under this MOU.
- 2.2.3 The **COUNCIL** shall review the content of all surveys or public-facing documents prior to release by **CIVICLEX**.
- 2.2.4 Nothing contained in this MOU shall require **LFUCG** to provide any monetary compensation to **CIVICLEX**.

2.2.5 At the presentation of **CIVICLEX's** report, the **COUNCIL** shall recognize the generous donation of services provided by **CIVICLEX** and its partners.

3. GENERAL PROVISIONS

3.1. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for the supervision and management of its personnel. The Parties agree that **CIVICLEX** shall be acting as an independent contractor. **CIVICLEX** shall not hold itself out as, nor claim to be, an officer or employee of **LFUCG** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **LFUCG**.

3.2. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon a reasonable notice to the other Party.

3.2.1. **Lexington Fayette Urban County Government**

3.1.1.1 Primary: Stacey Maynard, Council Administrator

3.2.2. **CIVICLEX**

3.1.2.1. Primary: Richard Young, Executive Director

3.3. CORRESPONDENCE: While email, telephone, and in-person communication are preferred as between the Parties, all correspondence required to be sent and notices to be given via mail will be addressed to

3.3.1. **Lexington-Fayette Urban County Government**

c/o Stacey Maynard

200 East Main St Lexington, KY 40507

3.3.2. **CIVICLEX**

P.O. Box 177, Lexington, Kentucky 40508

Or as may from time to time otherwise be directed by the Parties.

3.4. TERM: The term of this Agreement shall expire upon completion of the services by **CIVICLEX**. In no event shall the term exceed one (1) year.

3.5. DISCLAIMER OF LIABILITY: IN NO EVENT SHALL **LFUCG** OR ITS OFFICERS OR EMPLOYEES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES,

HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF **CIVICLEX'S** PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS MOU, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.6. PARTNERS: The Parties agree that those listed in Exhibit A may be assisting **CIVICLEX** in the completion of the services required to be performed by **CIVICLEX** (the "partners"). **LFUCG's** consent to such an arrangement shall not relieve **CIVICLEX** from compliance with the provisions of this MOU. Nothing in this MOU, except as provided in Section 3.5, shall be construed as providing rights or benefits to anyone other than the Parties.

3.7. MODIFICATION OF AGREEMENT: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

3.8. TERMINATION OF AGREEMENT: This MOU may be terminated by either Party at least thirty (30) days written notice to the other Party. The MOU may also be terminated at any time upon the mutual written consent of the Parties.

3.9. TRANSFERABILITY: This MOU is not transferable except with written consent of the Parties.

3.10. ENTIRE AGREEMENT: It is expressly understood and agrees that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

3.11. EFFECTIVE DATE: This MOU shall take effect on the date provided above.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU as of the day and year first above written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

**PROGRESS LEX, INC. D/B/A
CIVICLEX**

BY: _____
LINDA GORTON, MAYOR

BY: _____
RICHARD YOUNG, EXECUTIVE
DIRECTOR

ATTEST:

WITNESS:

URBAN COUNTY COUNCIL CLERK

Print Name