

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is made and entered into as of the ____ day of January, 2016, 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 “LFUCG”) and **BLUEGRASS SPORTS COMMISSION, INC.** a non-profit 501(c)(3) organization, which has its principal office at 162 East Main Street, Suite 210, Lexington, Kentucky 40507 (hereinafter the “BSC”).

WITNESSETH:

WHEREAS, LFUCG and BSC have a longstanding relationship with regard to the support of recruiting, growing, hosting, and attracting sporting events that serve the Lexington community, increase economic activity, and improve the quality of life for Lexington’s citizens; and

WHEREAS, LFUCG wishes to engage BSC for services related to a sports complex feasibility study for Cardinal Run Park; and

WHEREAS, BSC wishes to provide those services related to a sports complex feasibility study at the park;

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. LFUCG shall provide BSC with fifty thousand dollars (\$50,000.00), which funds shall be used solely for the following purposes: (1) to perform a sports complex feasibility study, including preliminary geotechnical investigation, at Cardinal Run Park; (2) to develop a site plan for Cardinal Run park and any sports complexes that may be recommended for the site; (3) to develop a strategy for raising funds to improve Cardinal Run Park; and (4) to publicize LFUCG’s capital campaign to raise funds for improvements to Cardinal Run Park. Upon request, BSC shall provide LFUCG with documentation to verify that the funds granted under this MOA have been used exclusively for the purposes listed herein.

2. This MOA shall remain in effect until BSC has fully complied with the requirements in paragraph 1 above.

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

4. BSC shall comply with all applicable procurement laws and regulations and shall make available to LFUCG any records necessary to verify its performance of this MOA.

5. Nothing herein shall create an employment relationship, partnership, or joint venture between the parties.

6. 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, 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 the same. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

7. This MOA shall not create a contractual relationship with or right of action in favor of any third party against either LFUCG or BSC.

8. If any term or provision of this MOA shall be found illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed stricken and this MOA shall remain in full force.

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. This MOA may only be modified by a writing signed by both parties and with the approval of the Lexington-Fayette Urban County Council.

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 the Memorandum of Agreement, and have executed it as of the date first herein written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY:

JIM GRAY, MAYOR


ATTEST:

MARTHA ALLEN, URBAN COUNTY COUNCIL CLERK

DATE: _____

BLUEGRASS SPORTS COMMISSION

BY:



BRIAN MILLER, PRESIDENT/CEO

ATTEST:



WITNESS' NAME: Rick CALDWELL

DATE: 2/2/16