

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the "MOU") is made and entered into as of the ____ day of April 2018, by and between **Arbor E&T, LLC d/b/a ResCare Workforce Services**, a whose principal office is located at 9901 Linn Station Rd. Louisville, Kentucky 40223 (hereinafter the "Organization ") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, whose principal office is located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "LFUCG"). Both LFUCG and Organization may be referred to herein individually and/or collectively as either "party" or "parties."

RECITALS

WHEREAS, LFUCG has created a Public Works Academy (hereinafter the "Academy"), which will provide work experience and training for individuals who wish to obtain their Commercial Driver's License (hereinafter "CDL"); and

WHEREAS, the Organization wishes to provide services beneficial to the success of this Academy;

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

- 1) The above recitals are incorporated herein by reference, as if fully stated.
- 2) This MOU is effective from August 1, 2018 through and until December 30, 2019.

Either party may cancel this agreement at any time by providing the other party thirty (30) days written notice of termination, in which case this MOU shall terminate thirty (30) days from the date notice is provided to either party.

3) DUTIES AND RESPONSIBILITIES

a) ORGANIZATION RESPONSIBILITIES

- i. Organization agrees to screen and select potential candidates (hereinafter "Interns"), who qualify for Workforce Innovation and Opportunity Act (hereinafter "WIOA") funds.

- ii. Organization shall provide equal opportunity in the selection of the Interns and the employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or disability status, and shall promote equal employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- iii. Organization agrees to screen Interns using requirements, as established by the Commonwealth of Kentucky for eligible CDL holders.
- iv. Organization agrees to provide Interns with wages and will cover all liability of the Intern that occurs on LFUCG property.
- v. Organization agrees to be the Employer of Record for Interns enrolled in the Academy, and additionally agrees to provide the following minimum coverage:
 - 1. Workers Compensation at the statutory amount;
 - 2. General Liability Insurance at \$1 million per occurrence with a \$2 million aggregate.
- vi. Organization shall obtain a signed Intern Agreement by all Interns prior to submitting them for participation in the Academy. This Intern Agreement shall require compliance with both the Organization's and LFUCG's conduct and safety provisions. Organization agrees to discipline, which may include termination, of any Intern reported to be in violation of the Intern Agreement.

b) LFUCG RESPONSIBILITIES

- i. LFUCG agrees to supervise, train, oversee and report the hours worked by an Intern during participation in the Academy.
- ii. LFUCG agrees to provide an experienced and qualified technical employee to train Interns in the Academy.
- iii. LFUCG agrees to maintain set days of training for the Academy as Monday through Friday, except designated holidays, with hours to be set by the host Division and/or Department of LFUCG.
- iv. LFUCG agrees to monitor and observe an Interns compliance with the Intern Agreement, during their participation in the Academy.

- v. LFUCG agrees to cover the automobile liability and automobile physical coverage for its vehicles per insurance requirements for the Commonwealth of Kentucky.
- 4) The parties agree that each shall remain, independent contractors with respect to all services performed under this Agreement. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the LFUCG and Organization, or as constituting either party as the agent, servant, representative, or employee of the other for any purpose or in any manner whatsoever.
- 5) The Organization agrees to defend, indemnify, and hold the Government, its officers, agents, and employees harmless from any and all losses or claims, of whatever kind that are in any way incidental to, or connected with or that arise or alleged to have arisen, in whole or in part, from any intentional or negligent act or omission of Organization, its directors, officers, manager, agents, employees or other representatives. This indemnity agreement shall in no way be limited by any financial responsibility and shall survive the termination of this agreement.
- 6) The breach, disagreement concerning, and/or illegality of any single provision of this agreement shall not nullify the entire agreement.
- 7) The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing. Modifications to the Agreement shall be in compliance with the Notice section of this Agreement.
- 8) Neither party may assign any of its rights and duties under this MOU. This MOU shall constitute the entire agreement between parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose.
- 9) All notices allowed or required to given hereunder must be in writing dispatched by mail, or hand-delivered to the parties at the following:

FOR ORGANIZATION:

Res-Care, Inc.
Attn: Office of General Counsel
9901 Linn Station Road
Louisville, KY 40223

FOR LFUCG:

Lexington-Fayette Urban County
Government
200 East Main Street
Lexington, KY 40507
ATTN: Elodie Dickinson, Workforce Development
Manager

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Understanding, and have executed it as of the date first herein written.

**ARBOR E&T, LLC d/b/a RESCARE
WORKFORCE SERVICES**



Bridget Wolf
Regional Director

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

Jim Gray,
Mayor