MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into on the _____ day of _____ 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **JUBILEE JOBS OF LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 535 W Second St., Ste. 205, Lexington, Kentucky 40508.

W I T N E S S E T H

WHEREAS, Organization performs job training, job placement, and other employment related services pursuant to multiple agreements with LFUCG;

WHEREAS, in order to perform these services, Organization utilizes virtual reality/Oculus headsets and their related software, which help to develop employability and job related skills and provide exposure to multiple career paths;

WHEREAS, LFUCG wishes to provide funding to Organization to support the use of this software;

WHEREAS, this Agreement promotes a public purpose by providing Organization with necessary funding to continue the use of this software, allowing Organization to perform its obligations to LFUCG under previous agreements and to provide job training to Fayette County residents.

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. EFFECTIVE DATE; TERM. This Agreement shall commence on October 1, 2026 and shall last until July 31, 2027 unless terminated by LFUCG at an earlier time.

2. PROPOSAL. Organization is in need of funding to support the use of virtual reality headsets. These headsets require a software subscription, which facilitates use of the headsets for job training and other professional development uses ("the Software"). This software helps to expose individuals to multiple jobs and career paths through simulations. Organization utilizes these headsets and related software in the performance of services for LFUCG. LFUCG's assistance in Organization's payment for such software promotes a public purpose by helping Organization continue to provide job training and exposure to individuals within Lexington-Fayette County.

3. PAYMENT. LFUCG hereby grants to Organization a total amount not to exceed Ten Thousand One Hundred Fifty-Six Dollars and Twenty-Five Cents ($10,156.25) (the "Funds") to aid Organization in the purchase of the Software. Such payment shall be made in one lump sum for expenses the Organization actually incurred, only after receipt of an invoice and proof of purchase of the Software. The Funds are limited to the purpose provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization, accompanied by proof of purchase and data satisfactory to LFUCG to document entitlement to payment. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount.

b. Organization further acknowledges that the Funds awarded under this Agreement are public funds subject to all applicable state and local laws and regulations pertaining to the use of public funds. In any written or oral communications, Organization shall identify LFUCG as the source of the Funds; however, Organization shall not identify individual Urban County Councilmember(s) as being responsible for the Funds.

4. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

5. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable

federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

6. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

7. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

8. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

9. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

10. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment, and shall otherwise not discriminate, in employment or otherwise, on the basis of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap and (b) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

11. AMERICANS WITH DISABILITIES ACT. LFUCG complies with the Americans with Disabilities Act (ADA) regarding all programs and services provided pursuant to this Agreement and LFUCG programs, services, and facilities shall remain accessible to individuals with disabilities as required by the ADA. Organization (including Organization's

employees, agents, contractors, or volunteers) shall likewise comply with the ADA regarding all services and programs provided pursuant to this Agreement. Organization is hereby specifically prohibited from discriminating on the basis of disability in the provision of services or programs under this Agreement, and for purposes of this agreement, discrimination may include, but is not limited to, a failure or refusal to assess the needs of individuals with disabilities who may require reasonable modifications, a failure or refusal to provide reasonable modifications in the provision of programs and services under this agreement unless the request creates an undue burden, and a failure or refusal to make programs, services, facilities, and infrastructure accessible to individuals with disabilities as required by the ADA. Organization understands and agrees that it is under a continuing obligation to assess the needs of individuals with disabilities in providing services under this Agreement, to extend all programs and services provided under this Agreement to individuals with disabilities without discrimination, and to make all programs and services provided under this agreement accessible to individuals with disabilities as required by the ADA.

12. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

13. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

14. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

16. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

17. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

18. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

19. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Jubilee Jobs Of Lexington, Inc.
535 W Second St., Ste. 205
Lexington, Kentucky 40508
Attn: _____

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Amy Glasscock

20. **WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

21. **ENTIRE AGREEMENT.** This Agreement 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 Agreement shall replace any previous agreement between the parties on the same subject matter.

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

ATTEST:

_____
Clerk of the Urban County Council

JUBILEE JOBS OF LEXINGTON, INC.

BY:_____
_____

_____
ATTEST:

_____
WITNESS:_____
DATE:_____

4938-0690-9389, v. 1