

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT, made and entered into on the 10<sup>th</sup> day of NOVEMBER, 2020 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **THE DOWNTOWN LEXINGTON CORPORATION D/B/A DOWNTOWN LEXINGTON PARTNERSHIP**, a Kentucky corporation, ("Organization") with offices located at 316 West High Street, Lexington, Kentucky 40507, with an effective date of \_\_\_\_\_.

**WITNESSETH**

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. The Organization agrees to provide the following services through the downtown area:
  - a. Provide event management for the following events:
    - i. Central Bank Thursday Night Live (Fifth Third Bank Pavilion). Organization will reimburse LFUCG Division of Parks & Recreation for all costs incurred to support Central Bank Thursday Night Live, with the exception of rental costs for the Fifth Third Pavilion. DLP will not be charged rent for the Fifth Third Pavilion for Thursday Night Live or for any future additional events.
    - ii. Luminate Lexington Holiday Concert and Tree Lighting (Triangle Park). LFUCG, will absorb its costs incurred to support Luminate Lexington Holiday, Concert and Tree Lighting.

- iii. Christmas Parade (Main Street/Downtown). LFUCG, will absorb its costs incurred to support Christmas Parade.
  - b. All revenues from the events shall be retained by the Organization;
  - c. Event evaluation to determine if events in whole or part are effective and provide report to Director of Arts & Cultural Affairs in the Office of the Mayor with recommendations.
  - d. Sponsor recognition to Government on all events that Organization produces;
  - e. Reimbursement to Government for services and equipment on events specified in 1a) above;
- 2. Government will provide Organization:
  - a. Personnel and equipment from Divisions of Parks and Recreation, Street and Roads, Police, Fire, Public Information and Waste Management to produce events specified in 1(a).
  - b. Director of Arts and Cultural Affairs in the Office of the Mayor will work with Organization's staff for event support
- 4. Organization shall perform all duties and services specified in 1(a) faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations.
- 5. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner.

6. For Thursday Night Live, LFUCG will submit a monthly bill to the Organization for all expenses incurred in that month. After receipt of the monthly bill, the Organization will have fourteen (14) days to review the statement and request any additional information it may reasonably deem necessary to verify the information contained therein, which additional information LFUCG shall provide in a timely manner. Upon approval of the statement, or fourteen (14) days from receipt if Organization neither approves the statement nor request reasonable verifying information, the Organization shall remit to LFUCG a check for the full amount of LFUCG's expenses incurred.

7. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization.

8. The term of this Agreement shall be from the date of signature until June 30, 2021, unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

9. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may

not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

10. The Organization shall provide LFUCG with a certificate of commercial general liability insurance written through a company with an A.M. Best rating of "A" or better with the minimum amount of \$1,000,000 per occurrence, listing the Lexington-Fayette Urban County Government as an "additional insured."

11. The Organization shall defend, indemnify, and hold harmless LFUCG, its officers, agents, employees, and officials from and against any and all liability loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of or in connection with the performance of this Agreement. Nothing herein shall be interpreted as or deemed a waiver of any defense available to LFUCG, including sovereign immunity. This provision shall survive the termination of this Agreement.

12. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in Fayette County, Kentucky.

13. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:	Downtown Lexington Corporation dba Downtown Lexington Partnership 316 West High Street Lexington, Kentucky 40507 Att: Terry Sweeney, President & Chief Executive Officer (or as otherwise designated in writing by Organization)
For Government:	Lexington-Fayette Urban County Gov. 200 East Main Street

Lexington, Kentucky 40507

Att: Kevin Atkins, Chief Development Officer

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*  
LINDA GORTON, MAYOR

ATTEST:

*Mackenzie Sommers*  
Abigail Allan, Clerk of the Urban County Council  
*Mackenzie Sommers, Deputy Clerk*

DOWNTOWN LEXINGTON PARTNERSHIP

BY: *Stephen C Kelly*  
Steve Kelly, Board Chair

ATTEST:

*Ferry Sweeney*  
WITNESS: *Ferry Sweeney*  
DATE: 11/11/20