

## **MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT** is made by and between the first party, the Jefferson Community & Technical College (JEFFERSON COMMUNITY & TECHNICAL COLLEGE), and the second party, Gallatin County Board of Education, Warsaw, Kentucky 41095 for the space used at 33 Boardwalk Warsaw, KY 41095 (hereafter referred to as Provider) on this 1st day of July 2011..

### **PERIOD OF CONTRACT**

The period in which the services are to be performed under this contract is from July 1, 2011 to June 30, 2012.

### **PROJECT SCOPE**

The Provider agrees to provide the 660 square foot modular building at, 33 Boardwalk, Warsaw, Kentucky 41095 for Jefferson Community and Technical College Gallatin Adult Education Program to offer weekly Adult Education and Family Literacy services for the Gallatin Community. The number of students shall not exceed 25 at one time.

### **GENERAL PROVISIONS**

#### **AMENDMENT CLAUSE**

This agreement can only be altered or amended in writing and with the mutual consent of the parties.

#### **EXTENSION**

This agreement may be extended automatically on an annual basis by the mutual consent of both parties.

#### **CANCELLATION CLAUSE**

Either party may cancel this Memorandum of Agreement at any time for cause and may cancel without cause after (30) days written notice.

#### **DISCRIMINATION PROHIBITED**

Both parties agree not to discriminate on the basis of race, color, national origin, religion, sex, age, or disability in employment or service delivery and program participation in conformity with the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; American with Disabilities Act of 1990; and Executive Order No. 11246 of September 24, 1965, as amended; and all other applicable laws which prohibit discrimination and implementing regulation, guidelines, and standards lawfully adopted and promulgated under the laws.

#### **CHOICE OF LAW AND FORUM PROVISION**

All questions as to the execution, validity, interpretation and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

#### **ACCESS TO AND MAINTENANCE OF RECORDS**

The Second Party, as the contractor, as defined in KRS 45A.030(7), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the service.