

RESOLUTION

WHEREAS, the City of Morehead, Kentucky Board of City Council (hereinafter referred to as "CITY"), desires to enter into a Memorandum of Agreement with the Downtown Morehead, Inc. to promote the traditional downtown commercial district with a focus on economic development by increasing business investments, tourism, shopping and dining downtown;

WHEREAS, the City has reviewed the Memorandum of Agreement, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City of Morehead, Kentucky Board of City Council that the Memorandum of Agreement between the City of Morehead and the Downtown Morehead, Inc. is approved as written and Mayor Trent shall have the authority to execute said Agreement on the City's behalf.

Passed and adopted by the City Council of the City of Morehead this ____ day of _____, 2018.

James Thomas Trent, Mayor

ATTEST:

Crissy Cunningham, City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF MOREHEAD, KENTUCKY
AND DOWNTOWN MOREHEAD, INC.**

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2018 by and between the City of Morehead, Kentucky, hereinafter referred to as "City", and Downtown Morehead, Inc., hereinafter referred to as "DMI";

WITNESSETH, THAT:

WHEREAS, the City desires to engage Downtown Morehead to promote the traditional downtown commercial district, with a focus on economic development by increasing business investments, tourism, shopping and dining downtown;

NOW, THEREFORE, in consideration of the premises aforesaid and in further consideration of the mutual promises, covenants, and agreements herein and in consideration of the mutual benefits to the City, the parties hereby agree as follows:

Section I: Duties

a. DMI shall promote the downtown commercial district with a focus on economic development events including but not limited to the following:

1. Organizing and promoting the Morehead Antique Market, the Arts and Eats Festival, Freedom Fest and Hometown Holidays.

2. Assisting with beautification projects in the downtown area.

3. Assisting and working with other entities with the economic restructuring of the downtown area by using analytical approach to assemble the correct mix of businesses for downtown.

4. Continuing to recruit retail anchors for the downtown area.

5. Organizing and promoting other events as requested such as special anniversary events, holiday events, etc.

6. Serve as the Lead Agency for the visioning project for downtown Morehead.

7. Serve as a non-voting member on the TIF Board.

b. DMI shall provide the City with written and oral quarterly reports detailing their involvement in the community and progress made toward the duties specified above. Said oral reports shall be made at the March, June, September and December council meetings.

Section II: Term

This Agreement shall be effective from July 1, 2018 to June 30, 2019.

Section III: Compensation

For services rendered under this Agreement the City shall pay to DMI the sum of Thirty Thousand (\$30,000.00) Dollars, said payment being due to DMI in monthly installments of \$2,500.00 upon invoice from DMI. Further, the City shall pay to DMI the sum of \$5,000.00 which is to be used towards the Visioning Project for downtown Morehead. DMI may invoice the City for said \$5,000.00 on or after July 1. The City shall not be responsible for any other cost or expense unless agreed to in writing by the parties.

Section IV: Insurance

DMI shall, upon execution of this Agreement, provide to the City proof of Worker Compensation insurance and proof of public liability insurance.

Section V: Severability and Limited Enforceability

It is understood and agreed, that should any portion of any clause or paragraph of this Agreement be deemed too broad to permit enforcement to its fullest extent, then such restriction shall be enforced to a maximum extent permitted by law, and the City and DMI hereby consent and agree that such scope may be modified accordingly in any proceeding brought to enforce such restriction. Further, it is agreed that should any provision in this Agreement be entirely unenforceable, then the remaining provisions of the Agreement shall not be affected thereby.

Section VI: Governing Law

This Agreement shall be governed by, and construed under and in accordance with the laws of the Commonwealth of Kentucky.

Section VII: Assignment

This Agreement and the rights and obligations hereunder may not be transferred, pledged, encumbered, assigned, anticipated or alienated by either party.

Section VIII: Hold Harmless and Assumption of Risk

DMI agrees that the City shall not be responsible for damages to property or injuries to persons, which may arise from or be incident to the services provided by this Agreement and DMI shall hold the City and its individual members, board of council, and employees harmless from any and all claims for such damages or injuries. Further, DMI agrees that at all times during which this Agreement is effective, it will maintain a public liability insurance policy in an amount satisfactory to the City insuring against damages or injuries referenced herein.

Section IX: Termination

Either party may terminate this Agreement by giving at least a six (6) month notice to the other party of its intention to terminate this Agreement. Said notice must include a copy of the resolution either from the Board of City Council or the Board of Directors of DMI.

Section X: Notice

All notices between the parties relating to this Agreement shall be in writing, effective when delivered, or, if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated below or to such address as either party may specify by notice to the other:

If to the City:	James Thomas Trent, Mayor City of Morehead, Kentucky 314 Bridge Street Morehead, KY 40351
-----------------	--

If to DMI:	Robin Mirus, Chair Downtown Morehead, Inc. P.O. Box 946 Morehead, KY 40351
------------	---

Section XI: Entire Agreement

This Agreement contains all the terms, conditions, and promises of the parties hereto. No modification of this Agreement or any provisions thereof, shall be valid or binding unless in writing and executed by both parties hereto. A waiver by either party or any breach of any term or provision in this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other term or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____ 2018.

CITY OF MOREHEAD, KENTUCKY

DOWNTOWN MOREHEAD, INC.

By: James Thomas Trent, Mayor

By: Robin Mirus, Chair