

**RESOLUTION NO. \_\_:2019**

**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 Morehead Rowan County Chamber of Commerce for services in connection with marketing, employment generation, and small business economic development

**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 Morehead Rowan County Chamber of Commerce is approved as written and Mayor Laura White-Brown 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
Laura White-Brown, Mayor

ATTEST:

\_\_\_\_\_  
Crissy Cunningham, City Clerk

**MEMORANDUM OF AGREEMENT  
BETWEEN CITY OF MOREHEAD, KENTUCKY  
AND THE MOREHEAD ROWAN COUNTY CHAMBER OF COMMERCE**

THIS AGREEMENT made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Morehead, Kentucky, hereinafter referred to as "City", and the Morehead Rowan County Chamber of Commerce, hereinafter referred to as "Chamber";

**WITNESSETH, THAT:**

**WHEREAS**, the City desires to engage the Chamber to render certain marketing, employment generation and economic development services for the benefit of the citizens of the City of Morehead, Kentucky;

**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. The Chamber shall, using its expert staff and members, carry out or cause to be carried out, marketing, employment generation and small business economic development programs including but not limited to the following:

1. The Chamber of Commerce shall be the key contact for Economic Development of small business and quality of life opportunities.

2. The Chamber of Commerce shall promote the activities of the City of Morehead to the public by web-site, Chamber magazine, relocation prospects, visitor packets, monthly newsletters, etc.

3. The Chamber of Commerce shall be a liaison between the chamber members, business, education, community at large and city government.

4. The Chamber of Commerce shall promote the functions and activities of the City of Morehead to Chamber membership by website, monthly newsletter, e-mails, etc.

5. The Chamber of Commerce shall schedule keynote speakers at monthly Chamber meetings that will allow opportunities for networking/contact by city officials to pursue projects that benefit the future of the City of Morehead.

6. The Chamber of Commerce shall conduct a leadership program that will help train and network potential future leaders of business, education, government, etc.

7. The Chamber of Commerce shall conduct community tours as needed for EDC and Morehead/Rowan County industries for potential relocation candidates.

8. The Chamber of Commerce shall assist organizations in the promotion of community events that benefit the quality of life to the citizens of the City of Morehead.

9. The Chamber of Commerce shall organize as requested an annual business-after-hours for city government officials to meet with chamber members.

10. The Chamber of Commerce shall be the facilitator to address needs/concerns for the citizens of the City of Morehead concerning small economic development.

b. The Chamber shall provide the City with monthly reports detailing the progress made toward the duties specified above and oral quarterly reports at the April, July, October and January council meetings.

## **Section II: Term**

This Agreement shall be effective from July 1, 2019 to June 30, 2020.

## **Section III: Compensation**

For services rendered under this Agreement the City shall pay to the Chamber the sum of Fifteen Thousand Seven Hundred Twenty-Five (\$15,725.00) Dollars. Payment shall be made in two installments upon invoice from the Chamber. The first invoice in the amount of \$7,862.50 shall not be submitted before July 30, 2019 and the second invoice in the amount of \$7,862.50 shall not be submitted before January 30, 2020. The City shall not be responsible for any other cost or expense unless agreed to in writing by the parties.

#### **Section IV: 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 Chamber 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 V: Governing Law**

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

#### **Section VI: Assignment**

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

#### **Section VII: Hold Harmless and Assumption of Risk**

The Chamber 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 the Chamber, 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, the Chamber 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 VIII: 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 the Chamber.

#### **Section XI: Non-Discrimination**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and

(e) The Contractor shall send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

#### **Section IX: 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:

Laura White-Brown, Mayor  
City of Morehead, Kentucky  
314 Bridge Street  
Morehead, KY 40351

If to the Chamber:

Kenna Allen Gauche, President  
The Morehead Rowan County Chamber  
Of Commerce  
150 East First Street  
Morehead, KY 40351

## **Section X: Non-Discrimination**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and

(e) The Contractor shall send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

## **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 \_\_\_\_\_ 2019.

**CITY OF MOREHEAD, KENTUCKY**

**THE MOREHEAD ROWAN COUNTY  
CHAMBER OF COMMERCE**

By: Laura White-Brown, Mayor

By: Kenna Allen Gauche, President