

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 Rowan County Arts Promotion Foundation to serve as a house for local and regional arts to enrich the quality of life of the citizens of Morehead and bring tourism to the City;

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 Rowan County Arts Promotion Foundation 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 ROWAN COUNTY ARTS PROMOTION FOUNDATION**

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 Rowan County Arts Promotion Foundation, hereinafter referred to as "Rowan County Arts";

WITNESSETH, THAT:

WHEREAS, the City desires to engage Rowan County Arts to serve as a house for local and regional arts to enrich the quality of life of the citizens of Morehead and bring in tourism to the City;

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. Rowan County Arts shall facilitate multiple art forms including, painting, sculpture, textile arts, multi-media and the performing arts such as theatre and musical performances.

b. Rowan County Arts shall provide art education programs for all age group contributing to the quality of life for the citizens of the City.

c. Rowan County Arts shall work with downtown businesses and other organizations to bring events to the community that will increase tourism in the City.

d. Rowan County Arts shall permit for a fee usage of their facility for other non-art related events such as weddings, receptions, business meetings and school functions.

e. Rowan County Arts shall provide the City with written and oral semi-annual reports detailing their involvement in the community and progress made toward the duties specified above. Said reports shall be made at the June and December 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 Rowan County Arts the sum of Eight Thousand (\$8,000.00) Dollars, said payment being due to Rowan County Arts within thirty days of submission of its invoice to the City, but not before July 1, 2019. 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 Rowan County Arts 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

Rowan County Arts 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 Rowan County Arts 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, Rowan County Arts 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 Rowan County Arts.

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 Rowan County Arts:

_____, Chair
Rowan County Arts Promotion
Foundation
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

**ROWAN COUNTY ARTS
PROMOTION FOUNDATION**

By: Laura White-Brown, Mayor

By: _____, Chair