

MEMORANDUM OF UNDERSTANDING BETWEEN  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
AND  
SITE PROVIDER

THIS AGREEMENT is made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Kentucky Transportation Cabinet, Division of Driver Licensing, hereinafter referred to as "KYTCDS" and \_\_\_\_\_ the Site Provider, hereinafter referred to as "SP". THIS AGREEMENT is administered by **KENTUCKY SAFE DRIVER**, hereinafter referred to as "KSD". THIS AGREEMENT is in reference to the Kentucky Graduated Licensing Program as mandated by the Kentucky House Bill 400, of 1996.

THIS AGREEMENT shall become effective for a twelve-month period commencing on August 1, 2021, and terminating on July 31, 2022.

WITNESSETH

The parties have deemed it appropriate and necessary that KYTCDL utilize the services of SP for the use of facilities in the distribution of classroom instruction associated with the Kentucky Graduated Licensing Program. A Memorandum of Understanding is an appropriate and proper mechanism for implementing the required services. This agreement is hereby made and entered into by KYTCDL and SP as follows:

**SECTION I: Responsibilities of Site Provider**

The SP shall be responsible for the following:

1. Provide a list of dates when classrooms are not available.
2. Provide access to a classroom that is equipped with computer, laptop, projector, and sound system. If the classroom does not have the listed items, then have the accommodations in the classroom to allow KSD to bring our own and setup the needed equipment in order for us to teach the course.
3. Provide adequate seating to accommodate up to 26 students attending the class.
4. Make reasonable efforts to ensure that heating / cooling is provided and working properly for the duration of the class time scheduled.
5. Provide access to the classroom, appropriate lighting and directional information for participants taking the classes.
6. Provide access to restrooms and furnish required necessities for use.
7. Provide a facility that is ADA compliant.
8. Provide and keep all Emergency Procedures up to date with KSD.
9. Keep all contact information up to date by contacting KSD at:

106C St. James Court  
Frankfort, KY 40601  
Office: (502) 699-2295  
Email: [information@kentuckysafedriver.org](mailto:information@kentuckysafedriver.org)

## **SECTION II: Responsibilities of KSD**

KSD shall be responsible for the following:

1. Provide classroom instructor for each class.
2. Provide course material.
3. Provide Certificate of Liability Insurance (by request only).

## **SECTION III: Responsibilities of KYTCDL**

KYTCDL shall be responsible for the following:

1. Maintaining communication with KSD regarding individual's eligibility to attend the classes.

## **CANCELLTION CLAUSE**

Either party may cancel the contract at any time for cause or may cancel without cause with a 90-day written notice.

By signing the Memorandum of Understanding, each party represents it is fully authorized to enter into this Memorandum of Understanding, accepts the terms, responsibilities, obligations, and limitations of this Memorandum of Understanding, and agrees to be bound thereto to the fullest extent allowed by law.

### **SITE PROVIDER**

\_\_\_\_\_  
(Signature, Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

### **KENTUCKY SAFE DRIVER**

Lori Hunsaker  
(Signature, Title)

Lori Hunsaker  
(Print Name)

May 25, 2021  
(Date)

Alive at 25 Program Manager  
Kentucky Safe Driver  
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