

July 1, 2022

MEMORANDUM OF AGREEMENT

SUBJECT: Agreement between the Housing Authority of Irvine (HAI), Estill County Public Schools (ECPS), and Bluegrass Community & Technical College (BCTC)

1. The Housing Authority of Irvine (HAI) agrees to the following:
 - Provide space in the HAI building located at 200 Wallace Circle Irvine, Kentucky 40336 to be utilized by BCTC
 - BCTC will utilize the space to provide Adult Education services to Estill County residents.
 - The building size is 2,312 sq. ft.
 - Provide continued maintenance for everyday wear and tear to the building, such as, but not limited to, the HVAC system, plumbing, and electrical maintenance.
 - Provide all external and ground maintenance to the building and property
2. The Estill County Public Schools (ECPS) agrees to the following:
 - Serves as the official fiscal agent of record for the following utilities and copier that BCTC will utilize at the HAI building located at 200 Wallace Circle, Irvine, Kentucky 40336:
 - Electricity
 - Telephone
 - Copier Lease
3. The Bluegrass Community & Technical College (BCTC) agrees to the following:
 - Serves as the fiscal agent to provide adult education services to residents of Estill County and will occupy the HAI Building at 200 Wallace Circle, Irvine, Kentucky 40336.
 - BCTC will reimburse HAI biannually (December & June) for the following services:
 - Insurance – \$495.00 annually
 - Utilities (Gas - \$550 annually and Water/Sewage/Trash/911 fees - \$741.00 annually)
 - Maintenance - \$600 annually
 - **\$2,386.00 Total**
 - BCTC will reimburse ECPS biannually (December & June) for the following services:
 - Utilities (Electricity) and Technology (Telephone) – \$1,600 annually
 - Copier - \$1,400 annually
 - **\$3,000 Total**
 - BCTC will carry insurance coverages and limits equal to or greater than those carried by HAI
 - Provide in a written contract that the HAI be named as an additional insured for ongoing and completed operations on the HIA building located at 200 Wallace Circle, Irvine, Kentucky 40336
 - Insurance must be primary and noncontributory and contain a waiver of subrogation in favor of the HAI

- Provide a certificate of insurance reflecting the above coverages, limits, primary/noncontributory status, waiver of subrogation, and additional insured status
 - BCTC shall indemnify and hold the HAI harmless for any claims or losses arising out of any work carried out by BCTC pursuant to this Agreement.
 - BCTC shall indemnify and hold the HAI harmless for any and all liability arising out of the use and/or occupancy of the building by BCTC.
 - BCTC will keep the facility located at 200 Wallace Circle, Irvine, Kentucky 40336, clean
 - BCTC will not make any changes or modify the building in any way without the approval of the Board of Commissioners of the Housing Authority of Irvine
 - BCTC will provide educational opportunities to the residents of the Housing Authority of Irvine for GED classes and adult education under the provisions of the HAI Community Service and Self-Sufficiency Program.
 - BCTC further agrees to the following:
 - The community room at the Adult Education Center will continue to be available to the residents of Wallace Circle and James Street for community meetings and classes. Most meetings and classes occur around 10 AM and 2 PM. The Housing Authority will give at least a 3-day notice of such meetings or events.
 - The community room will also be made available to the Board of Commissioners for their monthly meetings once a quarter. Meetings are typically conducted on the second Tuesday of the month at 4:00PM and last approximately one and a half hours. The Housing Authority will also give at least a 3-day notice of such a meeting.
 - There is minimal parking space. The Housing Authority must have 24 /7 access to the maintenance building behind the administrative building. The staff and faculty can park behind the building. Students should avoid blocking entrances to the resident's homes. The HAI and BCTCAE agree to work together to prevent this from becoming a problem.
4. This agreement shall be in effect for one year. This agreement can be terminated if either party fails to comply with the provisions of this agreement.

ATTEST TO:

Perry Meade _____
Chairman of the Board
Housing Authority of Irvine
Date of Execution _____

Jeff Saylor _____
Superintendent
Estill County Board of Education
Date of Execution _____

Koffi C. Akakpo, PhD _____
President/CEO
Bluegrass Community & Technical College
Date of Execution _____