

# **Lexington-Fayette Urban County Government**

*200 E. Main St  
Lexington, KY 40507*



## **Docket**

**Tuesday, June 3, 2025**

**3:00 PM**

**Packet**

**Council Chamber**

**Urban County Council Work Session**

- I. Public Comment - Issues on Agenda
- II. Requested Rezoning/ Docket Approval
- III. Approval of Summary

**0545-25**

Table of Motions: Council Work Session, May 27, 2025

Attachments: [TOM 052725](#)

- IV. Budget Amendments
- V. Budget Adjustments - For Information Only
- VI. New Business
- VII. Communications From the Mayor - Appointments
- VIII. Communications From the Mayor - Donations
- IX. Communications From the Mayor - Procurements
- X. Continuing Business/ Presentations

**0542-25**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with LFUCG Div. of Parks and Recreation (\$17,500.00), LFUCG Corridors Commission (\$36.00), Walnut Ridge Homeowner's Association, Inc. (\$2,000.00), and LexArts Inc. (\$4,225.22), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [Capital List 6.3.25](#)  
[Reso 0542-25 Council Capital \(6-3-25\) 4936-1334-6377 v.1.docx](#)  
[R-274-2025](#)  
[Contract #160-2025](#)  
[Contract #160-2025 \(2\)](#)

**0548-25**

Summary: Social Services and Public Safety, April 15, 2025

Attachments: [ssps\\_summary\\_2025-04-15](#)

**0547-25**

Presentation: Lextran Feasibility Study

**Attachments:** [Microtransit Feasibility Study City Council Meeting DRAFT 2025 05 30](#)

**0546-25**

Presentation: Lexington Emergency Shelter Study 2025

**Attachments:** [Lexington Shelter Study 2025 - FINAL](#)

**XI. Council Reports**

**XII. Public Comment - Issues Not on Agenda**

**XIII. Adjournment**

## Administrative Synopsis - New Business Items

### **0516-25**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Non-Endowed Designated Fund Agreement with Bluegrass Community Foundation (BGCF) for the creation and operation of an expenditure fund, known as the Kelley's Landing Fund, to support the development of the Parks and Recreation's Kelley's Landing property, the execution of which does not require an expenditure of funds on behalf of the Urban County Government. [Div. of Parks and Recreation, Conrad]

**Attachments:** [Kelley's Landing Fund BCGF Memo - Signed](#)  
[Kelley's Landing Fund](#)  
[RESO 0516-25 4932-8142-2922 v.1.docx](#)  
[R-279-2025](#)  
[Contract #175-2025](#)

### **0518-25**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Non-Disclosure Agreement with Procure Software, to obtain PCI Compliance Report for the Extended School Program. [Div. of Parks and Recreation, Conrad]

**Attachments:** [Memo - ESP - Procure NDA Signature request - Signed](#)  
[Mutual-NDA-procaresoftware\\_2024 \(PROCARE NDA\)](#)  
[0518-25- Procure NDA 4902-4500-8970 v.1.doc](#)  
[R-280-2025](#)

### **0521-25**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Interlocal Agreement with the Counties of Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford, setting roles and responsibilities between the counties to increase the effectiveness of the area's workforce development system, at no additional cost to the Urban County Government. [Mayor's Office, Glasscock]

**Attachments:** [Interlocal Agreement Blue Sheet](#)  
[Interlocal Agreement - 250701](#)  
[RESO 521-25- Interlocal Agreement 4918-3120-0076 v.1.docx](#)  
[R-281-2025](#)  
[Contract #211-2025](#)



**0534-25**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Commonwealth of Ky. Education and Labor Cabinet, Office of Unemployment Insurance, to receive wage information at a cost not to exceed \$2,400. [Div. of Police, Weathers]

**Attachments:** [25- Blue Sheet Memo Commonwealth of KY MOU](#)  
[LFUCG LPD - MOU OUI data-sharing bw 5.21.25](#)  
[534-25 ky ed cabinet 4903-4252-0648 v.1.doc](#)  
[R-282-2025](#)  
[Contract #177-2025](#)  
[Contract #177-2025](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0545-25**

**File ID:** 0545-25

**Type:** Summary

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 05/29/2025

**File Name:** Table of Motions: Council Work Session, May 27,  
2025

**Final Action:** 06/03/2025

**Title:** Table of Motions: Council Work Session, May 27, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 052725

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/03/2025	Approved				Pass

### Text of Legislative File 0545-25

Title

Table of Motions: Council Work Session, May 27, 2025

**URBAN COUNTY COUNCIL  
WORK SESSION  
TABLE OF MOTIONS  
May 27, 2025**

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Gray, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present.

- I. Public Comment – Issues on Agenda
- II. Requested Rezonings/Docket Approval

Motion by Ellinger to approve the May 29, 2025 Council Meeting Docket, as amended. Seconded by Gray. Motion passed without dissent.

Motion by LeGris to place on the docket for the May 29, 2025 Council Meeting, an Ordinance changing the zone from a Professional Office (P-1) zone and Medium Density Residential (R-4) zone to a Downtown Frame Business (B-2a) zone, for 1.93 net (2.34 gross) acres, for property located at 169, 175, 179, and 185 East Maxwell Street and 245, 251, 257, 261, 267, 271, and 275-277 Lexington Ave., without a public hearing. Seconded by Wu. Motion passed 8 – 7 (Yes – Boone, Curtis, Baxter, LeGris, Lynch, Sevigny, Sheehan, Wu. No – Beasley, Brown, Ellinger II, Gray, Hale, Morton, Reynolds).

- III. Approval of Summary

Motion by Sheehan to approve the May 13, 2025 Work Session Summary. Seconded by Baxter. Motion passed without dissent.

- IV. Budget Amendments

Motion by Sheehan to approve Budget Amendments. Seconded by Gray. Motion passed without dissent.

- V. Budget Adjustments – For Information Only

- VI. New Business

Motion by Reynolds to approve New Business, as amended. Seconded by Wu. Motion passed without dissent.

Motion by Ellinger to amend item f under New Business related to Undue Medical Debt, to have a 6-month review in the form of a presentation from the Office of the Chief Administrator during Council Work Session. Seconded by Gray. Motion passed without dissent.

- VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor – Appointments. Seconded by Reynolds. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

Motion by Wu to approve Communications from the Mayor – Procurements. Seconded by Sevigny. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Gray to approve Council Capital Projects. Seconded by Sheehan. Motion passed without dissent.

Motion by Baxter to approve Neighborhood Development Funds. Seconded by Curtis. Motion passed without dissent.

XI. Council Reports

Motion by Wu to cancel the May 29, 2025, Budget Committee of the Whole. Seconded by Brown. Motion passed without dissent.

Motion by Sevigny to place the design and location options of the Mint Lane Pump Station Expansion into the Environmental Quality and Public Works Committee to be discussed and finalized at the August 12, 2025, committee meeting and shared in Work Session with recommendations prior to the commencement of design work. Seconded by Baxter. Motion passed without dissent.

Motion by Gray to place a review of the MAG study into the General Government and Planning Committee. Seconded by Ellinger II. Motion passed without dissent.

Motion by Brown to place on the docket for first reading at the Special Council Meeting scheduled for June 10, 2025 at 3 p.m., the FY2026 Budget Ordinance for the Lexington-Fayette Urban County Government, which is based upon the Mayor’s Proposed Budget for FY2026 as amended by the Council at its Committee of the Whole Meeting on May 27, 2025. Seconded by Morton. Motion passed without dissent.

Motion by Brown to place on the docket for first reading at the Special Council Meeting scheduled for June 10, 2025 at 3 p.m. the budget amendments related to prefunding certain items in the FY2026 Budget, as amended by the Council at its Committee of the Whole Meeting on May 27, 2025. Seconded by Wu. Motion passed without dissent.

Motion by Curtis to place a review of the LFUCG Artificial Intelligence Policy and Implementation into the General Government and Planning Committee. Seconded by Morton. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Lynch to adjourn at 4:38 p.m. Seconded by Gray. Motion passed without dissent.



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0542-25**

**File ID:** 0542-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 160-2025

**In Control:** Urban County  
Council

**File Created:** 05/28/2025

**File Name:** Capital List 6/3/25

**Final Action:** 06/12/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with LFUCG Div. of Parks and Recreation (\$17,500.00), LFUCG Corridors Commission (\$36.00), Walnut Ridge Homeowner's Association, Inc. (\$2,000.00), and LexArts Inc. (\$4,225.22), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Notes:** Walnut Ridge, LexArts stamped and filed in the CCO 6/13/2025. MS

**Sponsors:**

**Enactment Date:** 06/12/2025

**Attachments:** Capital List 6.3.25, Reso 0542-25 Council Capital (6-3-25) 4936-1334-6377 v.1.docx, R-274-2025, Contract #160-2025, Contract #160-2025 (2)

**Enactment Number:** R-274-2025

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/03/2025	Approved and Referred to Docket	Urban County Council	06/12/2025		Pass
1	Urban County Council	06/12/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/12/2025	Approved				Pass

## Text of Legislative File 0542-25

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with LFUCG Div. of Parks and Recreation (\$17,500.00), LFUCG Corridors Commission

(\$36.00), Walnut Ridge Homeowner's Association, Inc. (\$2,000.00), and LexArts Inc. (\$4,225.22), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

**Organization:**

LFUCG - Parks and Recreation

Michelle Kosieniak

1105-121001-0001-71102

**Purpose:**

For sensory equipment in Berry Hill Park

**Amount:**

\$ 17,500.00

**Organization:**

LFUCG - Corridors Commission

Jennifer Sutton

1105-313201-1602-71299

**Purpose:**

For an informative plaque on an 11th District corridor

**Amount:**

\$ 36.00

**Organization:**

Walnut Ridge Homeowners Association, Inc.

David Preston

1105-121001-0001-71299

**Purpose:**

For repair of the irrigation system that waters the landscaping at the entry to the community and the landscaping in other shared neighborhood spaces

**Amount:**

\$ 2,000.00

**Organization:**

LexArts

Nathan Zamarron

1105-121001-0001-71299

**Purpose:**

For downtown speaker repair

**Amount:**

\$ 4,225.22



**Council Capital Projects  
June 3, 2025  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 17,500.00</b>	LFUCG - Parks and Recreation Michelle Kosieniak 1105-303301-0001-71299	For sensory equipment in Berry Hill Park
<b>\$ 36.00</b>	LFUCG - Corridors Commission Jennifer Sutton 1105-313201-1602-71299	For an informative plaque on an 11th District corridor
<b>\$ 2,000.00</b>	Walnut Ridge Homeowners Association, Inc. David Preston 1105-121001-0001-71299	For repair of the irrigation system that waters the landscaping at the entry to the community and the landscaping in other shared neighborhood spaces
<b>\$ 4,225.22</b>	LexArts Nathan Zamarron 1105-121001-0001-71299	For downtown speaker repair



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LFUCG DIVISION OF PARKS AND RECREATION (\$17,500.00), LFUCG CORRIDORS COMMISSION (\$36.00), WALNUT RIDGE HOMEOWNER'S ASSOCIATION, INC. (\$2,000.00), AND LEXARTS INC. (\$4,225.22), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with LFUCG Division of Parks and Recreation, LFUCG Corridors Commission, Walnut Ridge Homeowner's Association, Inc., and LexArts Inc. for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to LFUCG Division of Parks and Recreation (\$17,500.00), LFUCG Corridors Commission (\$36.00), Walnut Ridge Homeowner's Association, Inc. (\$2,000.00), and LexArts Inc. (\$4,225.22) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreements.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

0542-25:GET:4936-1334-6377, v. 1

RESOLUTION NO. 274 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LFUCG DIVISION OF PARKS AND RECREATION (\$17,500.00), LFUCG CORRIDORS COMMISSION (\$36.00), WALNUT RIDGE HOMEOWNER'S ASSOCIATION, INC. (\$2,000.00), AND LEXARTS INC. (\$4,225.22), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with LFUCG Division of Parks and Recreation, LFUCG Corridors Commission, Walnut Ridge Homeowner's Association, Inc., and LexArts Inc. for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to LFUCG Division of Parks and Recreation (\$17,500.00), LFUCG Corridors Commission (\$36.00), Walnut Ridge Homeowner's Association, Inc. (\$2,000.00), and LexArts Inc. (\$4,225.22) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreements.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 12, 2025




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MAYOR

ATTEST:




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CLERK OF URBAN COUNTY COUNCIL

## AGREEMENT

THIS AGREEMENT, made and entered into on the June 13, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and LexArts (Hereinafter "Organization"), of 161 N. Mill Street, Lexington, KY 40507, Fayette County).

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Council Capital Project Funds to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$4,225.22 for the following lawful public purpose:

*[For downtown speaker repair.]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before July 13, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember LeGris' office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the**

**Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Nathan Zamarron*  
LexArts  
Nathan Zamarron

# AGREEMENT

THIS AGREEMENT, made and entered into on the June 13, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Walnut Ridge Homeowners Association, Inc. (Hereinafter "Organization"), of 3828 Muirfield Pl., Lexington, KY 40509, Fayette County).

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Council Capital Project Funds to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$2,000 for the following lawful public purpose:

*[For repair of the irrigation system that waters the landscaping at the entry to the community and the landscaping in other shared neighborhood spaces.]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before July 13, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Hale's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital

Project Fund check. If Organization fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton  
Linda Gorton, MAYOR

ATTEST:

Abbye Allan  
CLERK OF URBAN COUNTY COUNCIL

By: David Preston  
Walnut Ridge Homeowners Association, Inc.  
David Preston





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0548-25**

**File ID:** 0548-25

**Type:** Summary

**Status:** Received and Filed

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 05/29/2025

**File Name:** Summary: Social Services and Public Safety, April  
15, 2025

**Final Action:** 06/03/2025

**Title:** Summary: Social Services and Public Safety, April 15, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** ssps\_summary\_2025-04-15

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/03/2025	Received and Filed				

## Text of Legislative File 0548-25

Title

Summary: Social Services and Public Safety, April 15, 2025



## Social Services and Public Safety Committee

April 15, 2025

### Summary and Motions

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Chair Jennifer Reynolds called the meeting to order at 1:01 p.m.

Committee Members Vice Mayor Dan Wu, Chuck Ellinger II, Tyler Morton, Shayla Lynch, Denise Gray, Joseph Hale, Amy Beasley, Whitney Elliott Baxter, and Hilary Boone were present. Council Members James Brown, Emma Curtis, Liz Sheehan, and Dave Sevigny were present as non-voting members.

Motion by Baxter to change the order of agenda presentations: 1. Sheriff's Office: Review of Services and Resources, 2. Review of the Sober Living Ordinance, and 3. Domestic and Sexual Violence Prevention Coalition. Seconded by Morton. Motion passed without dissent.

#### **I. APPROVAL OF FEBRUARY 25, 2025 COMMITTEE MEETING SUMMARY**

Motion by Ellinger to approve the February 25, 2025 Committee Summary. Seconded by Baxter. Motion passed without dissent.

#### **II. SHERIFF'S OFFICE: REVIEW OF SERVICES AND RESOURCES**

Kathy Witt, Fayette County Sheriff, provided an overview of the services and resources the Sheriff's office offers to crime victims. She spoke about Amanda's Center, where advocates and others support those who walk in. Victims are supported throughout the process of filing for a protective order, which is renewable every 3 years. Federal funding allows for other initiatives such as ride-share credit for essential appointments such as court appearances, window alarms, and a Ring doorbell. When there is a substantial violation of EPO, the person can be on GPS monitoring if the judge orders. Protective orders can be filed 24 hours a day, 7 days a week, 365 days a year in the Fayette County District Courthouse. When EPOs and DVOs are entered, they are enforced across the U.S. Witt said they support anyone who walks in; victims can be of any gender or race. Victims could be in a hospital or at home, afraid to come out, so there are deputized workers to assist them wherever they are. **No action was taken on this item.**

#### **III. REVIEW OF SOBER LIVING ORDINANCE**

Michael Cravens, Managing Attorney in the Department of Law, presented the Sober Living Ordinance. He said regulating this ordinance will require balancing several interests, such as vulnerable populations, recovery residential operators, regulating bad actors, and neighborhood residents. He reviewed the background on state laws [KRS 222.502](#) and [222.504](#). The [Fair Housing Act \(FHA\)](#) and the [Americans with Disabilities Act \(ADA\)](#) are federal laws that protect persons from discrimination when enacting any ordinance. Those in recovery from substance abuse disorders generally qualify as disabled persons, which prohibits the use of regulations in a way that would discriminate against the disabled. The proposed ordinance requires operators to obtain a Recovery Residence License, proof of certification, and a zoning compliance permit; creates an enforcement scheme that authorizes civil citations and penalties against operators in violation; allows 6 months following passage of the ordinance for operators to get in compliance. The proposed ordinance does not regulate recovery residences differently regarding land use, as this is a residential use and should be treated like other residential uses.

Cravens said the maximum occupancy is eight, which follows the occupancy limit of the zoning ordinance. He said they would act more urgently if there were a threat of harm or a risk to public safety or health, and could trigger immediate closure. Issues are typically complaint-driven and would be routed to the appropriate divisions through 311. In 13-97(b), the word *location* is to avoid listing the address and could mean a Council district or an area of town. Cravens explained that the definition of recovery residence and services provided is taken from state law. State law prohibits permanent services. These are not like a medical facility where there would be a set schedule of services. Cravens explained that obtaining a zoning compliance permit certifies that the use of property is appropriate for the zone and differentiates a recovery residence from a residential home.

The FHA or ADA would not protect from the illegal use of controlled substances. If someone is caught "using", that would be a certification/compliance issue. Cravens said the ordinance addresses protection for residents, as we ensure bad actors cannot exploit the tenant. Cravens said a house is like a foreclosed house, where the tenant(s) would need to find alternative housing if the house is shut down. Kacy Allen Bryant said there is no capacity to rehouse vulnerable people. Still, our recovery program provides rent and will set aside a portion for those who can prove they lost housing. Cravens said this ordinance doesn't regulate the misconduct of tenants and that the house owner is responsible for evicting the tenant. This item will stay in committee for further discussion as the item's sponsors follow up with divisions. **No action was taken on this item.**

#### **IV. DOMESTIC AND SEXUAL VIOLENCE PREVENTION COALITION**

Stephanie Theakston - DSVPC Coordinator discussed [It's Time Lexington](#), a city-wide action-oriented initiative to end domestic and sexual violence in our communities. They are expanding partnerships with initiatives that focus on children. She reviewed the program's mission: to create a culture of safety and empowered stakeholders through advocacy, education, collaboration, and service coordination for communities impacted by interpersonal violence. She reviewed the program's goals and spoke about outreach and awareness efforts. She reviewed facts about sexual assault and said Kentucky has a higher rate of sexual assault than the national average. Sexual assault remains the most underreported crime, with 63% of sexual assaults not reported to police. She spoke about the mental health impacts that sexual assault has on survivors, and she reviewed ways to respond. She explained the culture of sexual violence and said it is not just about individuals, individual actions, and individual responses. It's about systems and what we promote and tolerate in our community. When we change our communities to be more inclusive and equitable for people of all gender identities and expressions, races and ethnic backgrounds, ages, faiths, and abilities, we are better able to protect everyone within those communities against the risk of sexual violence. Finally, Theakston highlighted Wake Up Lex, which is a social media initiative that will take place on Friday, April 18. **No action was taken on this item.**

#### **V. ITEMS REFERRED TO COMMITTEE**

No action was taken on this committee item.

The meeting adjourned at 2:51 p.m.



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0547-25**

**File ID:** 0547-25

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 05/29/2025

**File Name:** Presentation: Lextran Feasibility Study

**Final Action:** 06/03/2025

**Title:** Presentation: Lextran Feasibility Study

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Microtransit Feasibility Study City Council Meeting  
DRAFT 2025 05 30

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/03/2025	Received and Filed				

## Text of Legislative File 0547-25

Title

Presentation: Lextran Feasibility Study

June 3, 2025

# Lextran Microtransit Feasibility Study

Lexington-Fayette Urban County  
Council Work Session





# Agenda

- **What is microtransit?**
- **Case studies**
- **Existing conditions and market analysis**
- **Recommendations development**





A white Lextran microtransit vehicle is shown from a low angle, looking up at its side. The vehicle has large windows and a black door. A green sign is mounted on the side of the vehicle. The sign features the Lextran logo (a stylized 'L' with a leaf) and the text 'Lextran'. Below the logo, the number '4 22' is displayed in a black box. Further down, the text 'STOP 1252' is visible. At the bottom of the sign, there are three buttons: 'TEXT', 'VISIT', and 'CALL', each with corresponding contact information. The background shows a blue sky with white clouds.

 Powered by Compressed Natural Gas

# What is Microtransit?

# Transit Modes

## Fixed-Route Bus



- Most efficient type of bus service
- Travels on fixed routes to activity centers and along travel corridors
- Serves higher density areas

## Ridehail



- Curb-to-curb service similar to taxis offered by companies like Uber and Lyft
- Book trips via smartphone app
- Drivers use their personal vehicles
- Not ADA accessible

## ADA Paratransit



- Origin-to-destination ADA service (Wheels)
- Limited to eligible riders with disabilities that prevent them from using Lextran bus service (or travel to/from bus stops)
- Reservations required the day before travel

## Microtransit



- Book trips via phone app or calling in
- Leverages trip dispatching technology like ridehailing companies
- More expensive and less efficient with higher ridership
- Must include accessible vehicles

**Fixed Service**

**Flexible Service**





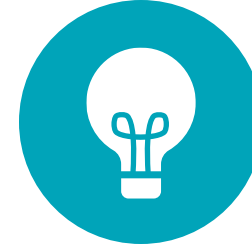
# Case Studies

# Case Studies – Programs, Technology, and Uses



## Programs and Technology

- **Case studies** – six programs from five agencies, including two partnerships with ridehail companies and four microtransit programs
- **Microtransit operations** – two operated in-house and two contracted to third party
- **Microtransit technology** – three contract with Via and one contracts with RideCo



## Project Purpose and Use Case

- **Pilot project** – most began as pilots
- **Areas not suitable for other services** – service are offered in places too difficult to serve effectively with fixed routes such as in low density/low ridership environments
- **Coordination** – implementation is coordinated with other transit services to work as a connected network



# Case Studies – Funding and Operations



## Funding

- **Funding sources** – typically from same source as other transit services (local, state, and federal)
- **Local funding partners** – local government (MPO, county, state DOT), and local businesses (corporations and community colleges)
- **Fares** – fares typically account for a small fraction of the operating costs
- **Grants** – typically pilots for testing service in short term; needs sufficient longer-term funding



## Implementation and Operations

- **Contracted service delivery** – can enable service to be implemented quickly
- **Fares** – passenger fares vary by agency from zero to a premium price (several cases of increasing fares because of overwhelming demand)
- **Fare payment** – app-based fare payment is the norm; this can present challenges
- **Trip booking** – multiple methods of booking trips (smartphone app, call center)

# Case Studies – Results and Lessons Learned



## Outcomes

- **Capacity** – microtransit has capacity limitations and can become overwhelmed if demand exceeds capacity
- **Denied trip requests** – if demand overwhelms supply, trip requests are denied and customers become frustrated with service
- **KPIs** – agencies recommended measuring key performing indicators to make sure service is on track



## Challenges and Lessons Learned

- **Control demand** – agencies advised limiting demand
- **Education** – staff need to educate riders on how to use new service
- **Staffing** – new service may require additional staff
- **Ridehail partnerships** – partnering with ridehailing companies comes with limitations (driver availability and uncertainty of drug and alcohol testing)



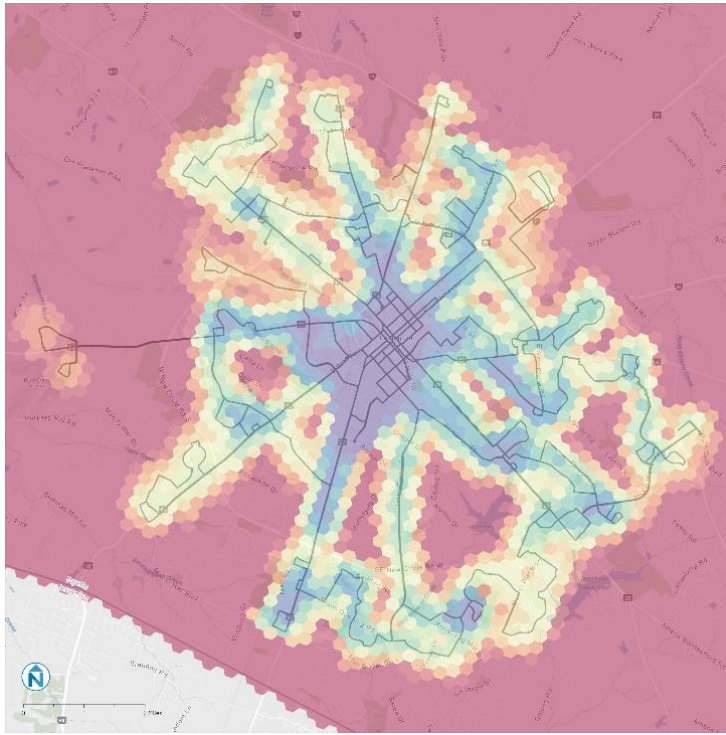


# Existing Conditions and Market Assessment

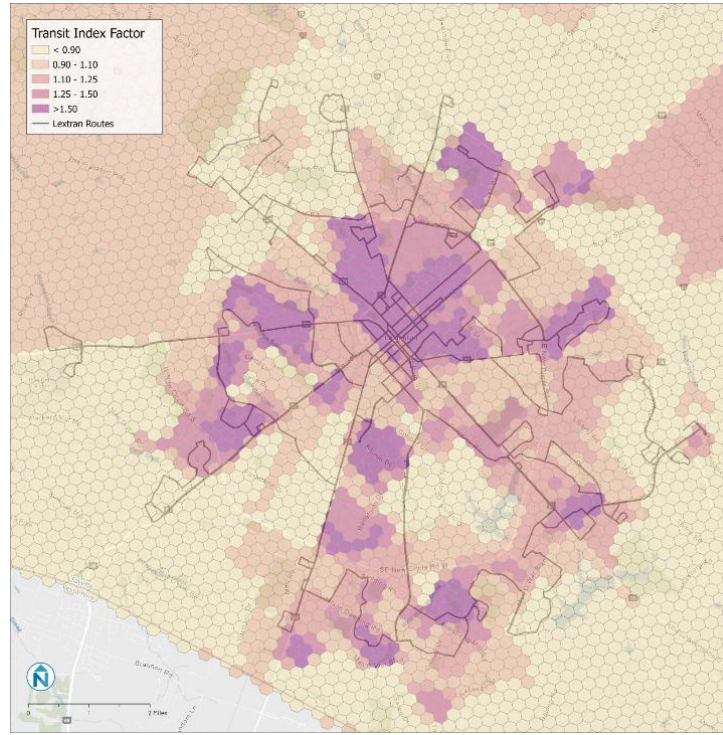


# Existing Service and Market Assessment

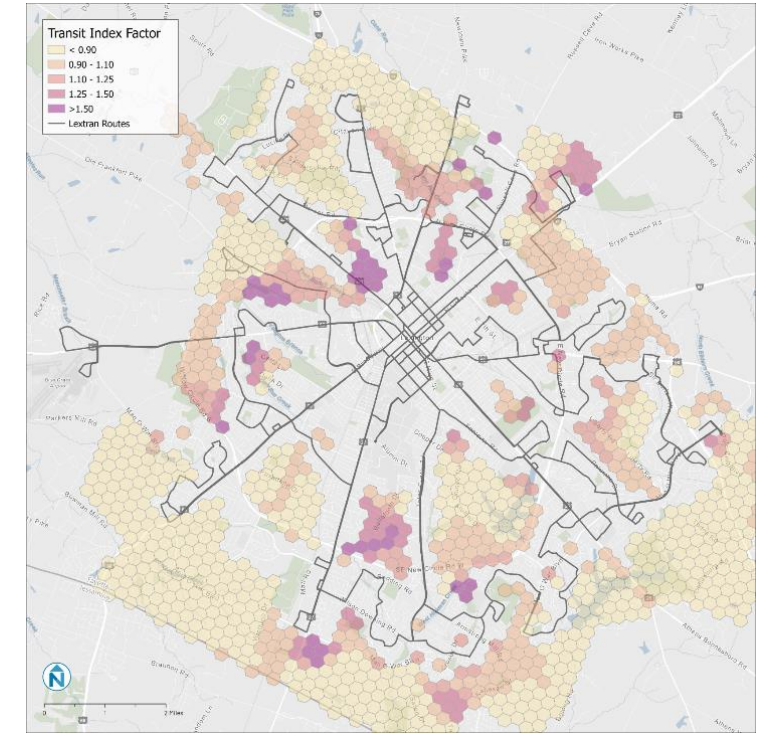
## 1. Map existing transit service



## 2. Map demand for transit service



## 3. Locate gaps



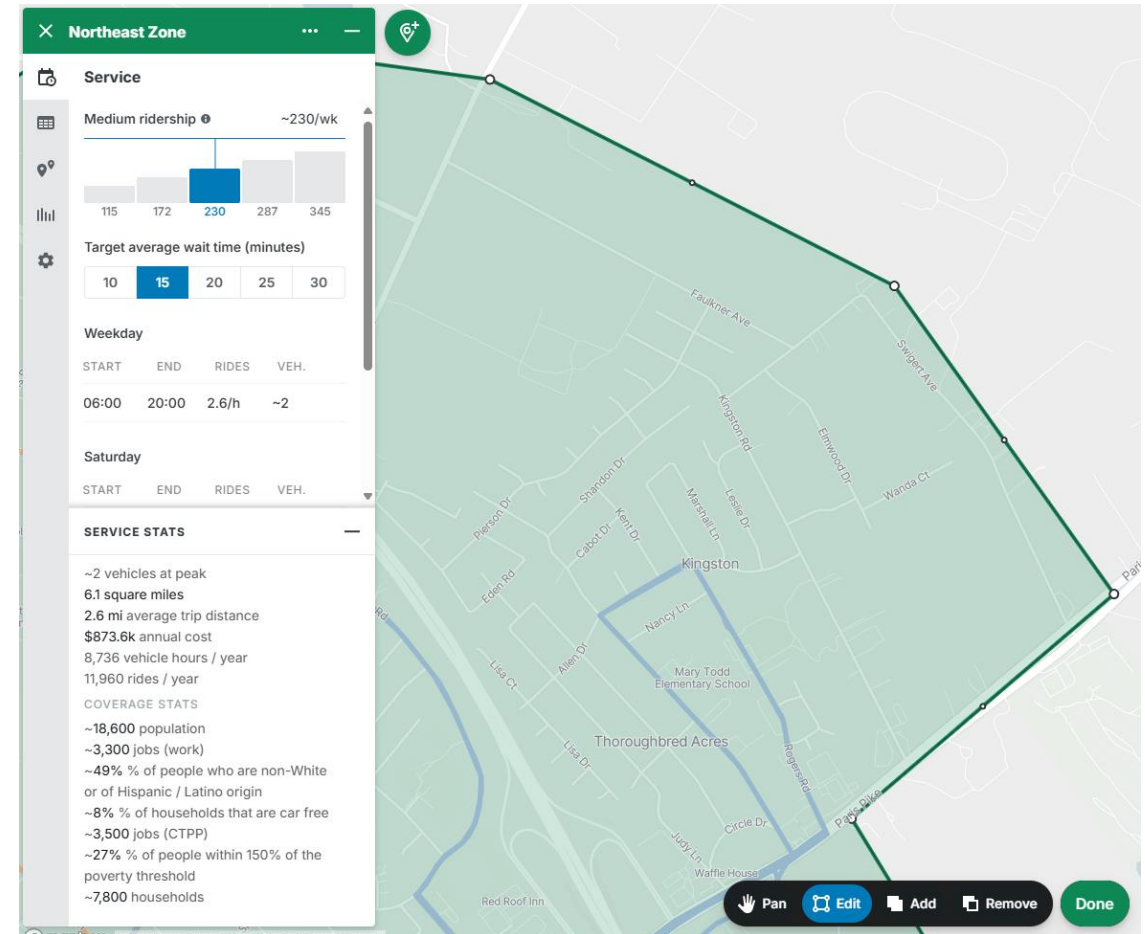




# Recommendations Development

# Microtransit Zone Best Practices

1. Complement existing services
  - Connect with fixed routes at an anchor point
  - Avoid cannibalizing existing bus routes
2. Mix of trip types
  - Demographics – serve populations that need and would use transit service
  - Places to go – jobs, shopping (especially grocery), medical, other trips generators at an activity center
3. Manageable but productive zone size
  - Approximately 5 square miles is a good starting point/rule of thumb
  - Zones can be smaller or larger depending on density
  - Design zone for at least two vehicles (one-vehicle zones do not provide enough coverage (except at very low demand times)
4. Easy to understand and approachable
  - Easy to remember area/location
  - Logical boundaries such as well-known roads





# Constructing Microtransit Zones



## Best Practice

- Complement existing service
- Mix of trip types
- Zone size
- Easy to use



## Case Studies

- Similar agencies
- Microtransit implementation experience
- Lessons learned



## Existing Conditions / Market Assessment

- Identify needs
- Identify transit gaps



## Staff Workshop

- Local expertise / knowledge
- Draft and revise zonal boundaries

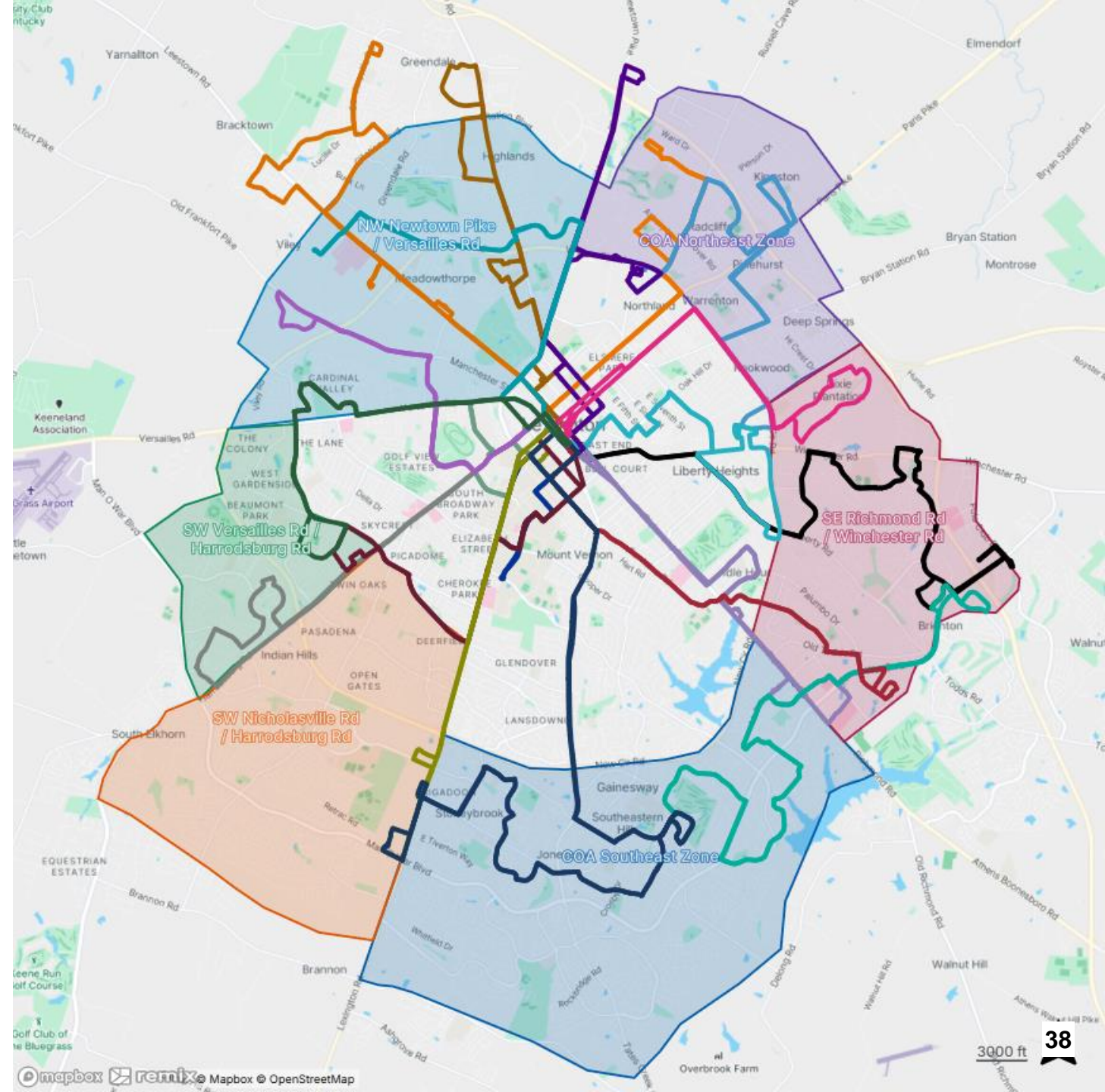


## Engagement

- Public survey
- Stakeholder engagement

# Zone Screening

- Evaluate zones based on:
  - Population and jobs
  - Services (healthcare facilities, grocery stores, education)
  - Potential fixed route benefits
  - Service expansion
  - Connections to fixed route service
  - Ridership estimates
  - Cost/efficiency of zones

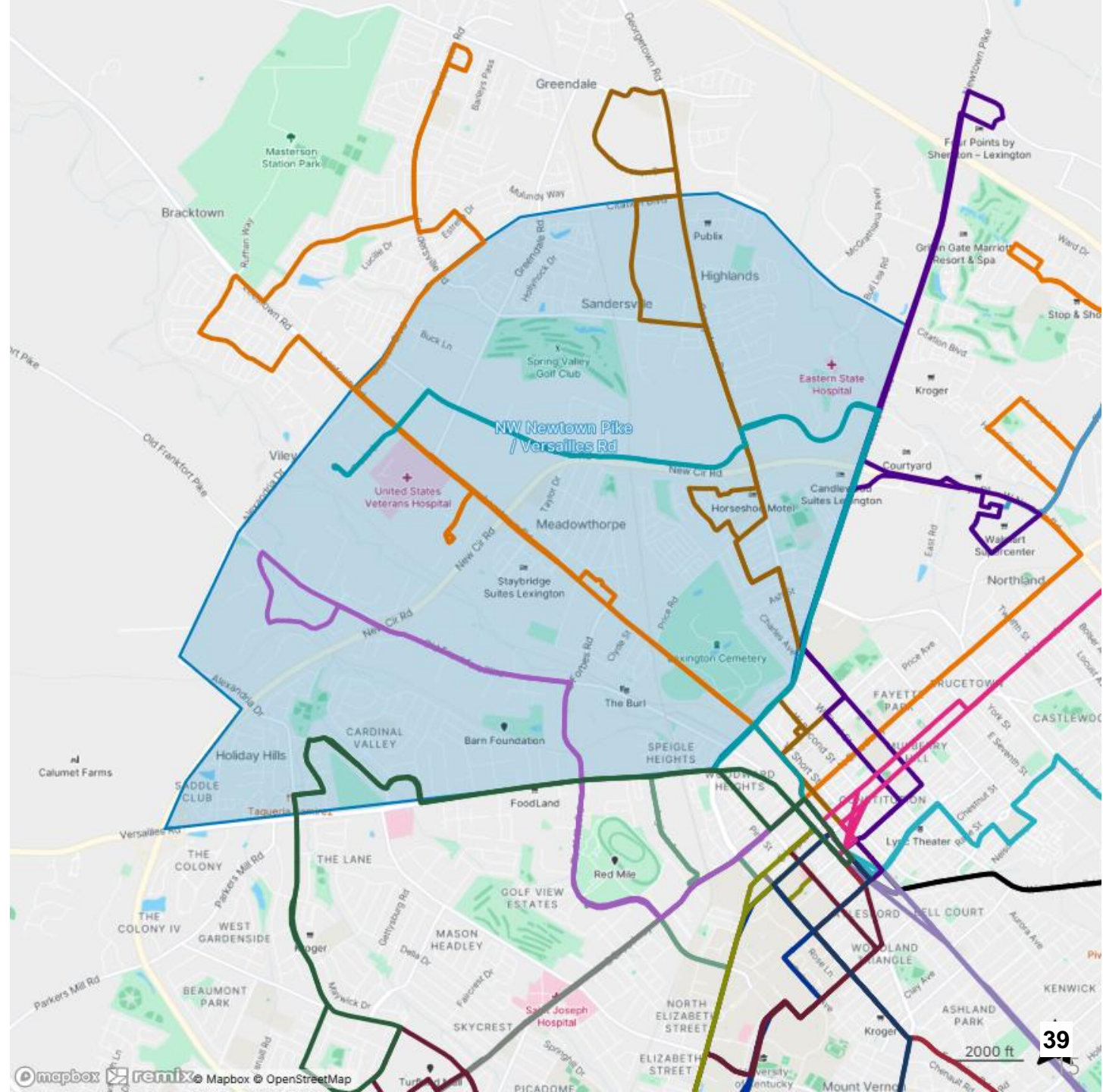




# Lexington Zone Recommendation

Zone recommendations can vary according to the problem that microtransit seeks to solve. Northwest Newtown Pike / Versailles Rd zone presents strong potential for success and cost effectiveness for a pilot zone.

- Economic opportunity – high concentration of jobs (full range of shifts) - potential funding partnerships
- Healthcare access – service to VA hospital, Eastern State Hospital, and busiest dialysis clinic served on Wheels
- Demographically varied, high transit dependent population, large number of paratransit origins & destinations
- Strong anchor with central Route 12 and Routes 8 and 4 bordering zone
- Area of growth in Lexington

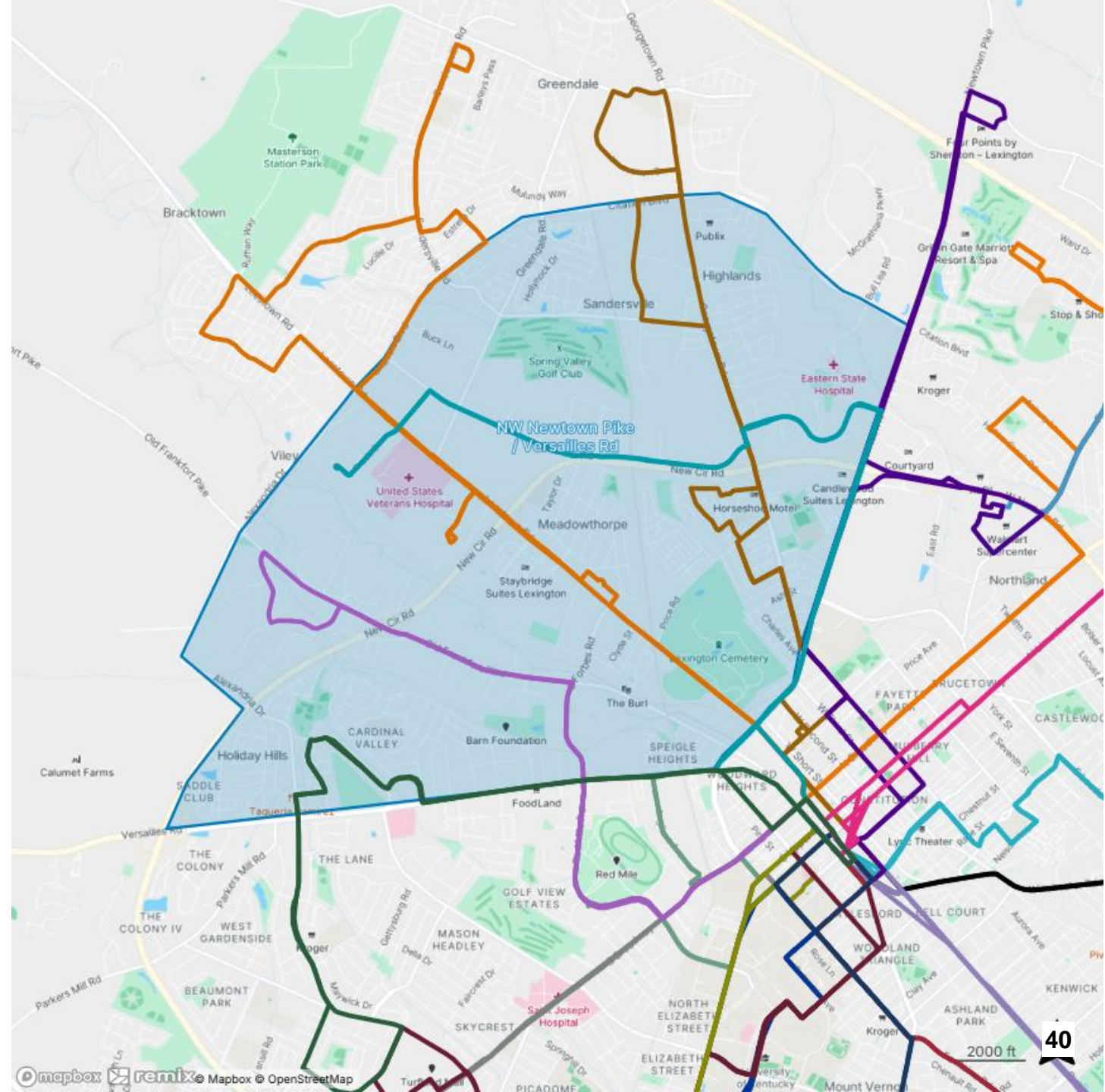




# Operating Costs

- Assume:
  - Service hours 6 a.m. to 8 p.m.
  - Two vehicle-operation
  - Additional administrative cost to agency managing contract and new service model (contract management, marketing, procurement)
- Hourly cost: \$95
  - Based on \$90/hour cost in 2024 for turnkey service in Baton Rouge, LA (was \$80/hour in 2022)

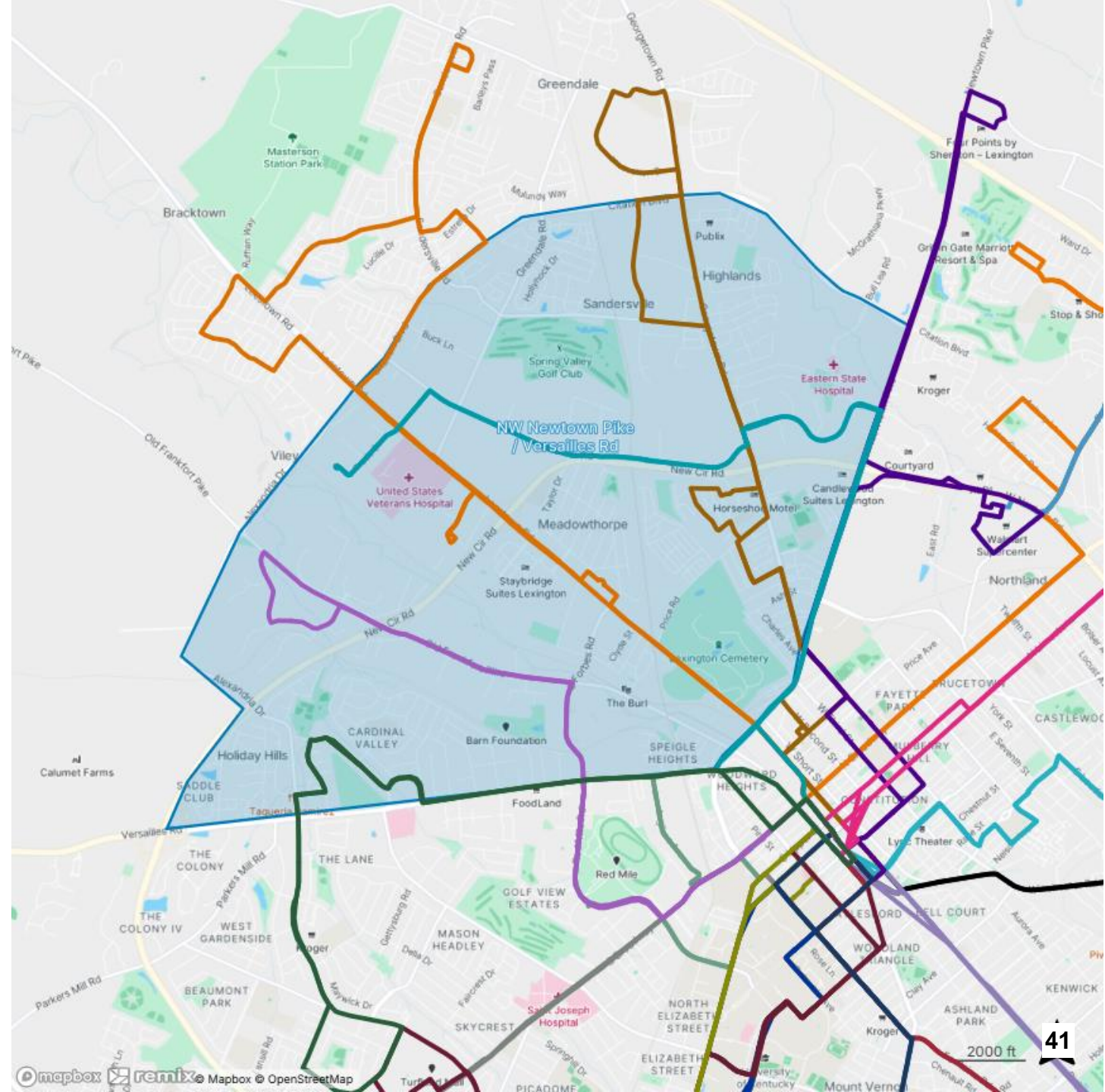
Variable	Assumption
Span of service	6 AM-8 PM
Number of vehicles	2
Daily vehicle hours	28
Days a year	365
Contract cost per hour	\$95
Annual contract cost	\$970,900
Annual administrative cost	\$200,000
Total annual operating cost	\$1,170,900
<b>Total cost for 2-year pilot</b>	<b>\$2,341,800</b>





# Ridership and Fares

- Ridership:
  - Weekday (daily): 59
  - Weekends (daily): 41
  - Annual: 19,500
- Fares:
  - Fixed route: \$1
  - Wheels: \$1.60 (\$2 for premium)
  - Microtransit: \$3.00 (fixed route transfer included)
  - Approximate fare revenue: \$58,500
- Performance metrics:
  - Passengers per hour: 1.9
  - Cost per passenger: \$59.75
  - Farebox recovery ratio: 5.0%

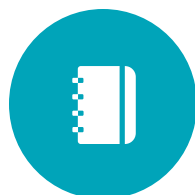


# Microtransit Funding Opportunities & Limitations



## Federal Formula Funding

- Fully allocated to Lextran Paratransit and Maintenance needs
- Formula increases are rare.



## Federal Grant Funding

- Limited grant opportunities available
- Competitive application process
- Long-term funding not available



## Local Funding

- Reliant on continued LFUCG support
- Ballot initiatives are expensive and uncertain
- Service scope does not benefit entire city



## Local Partnerships

- Colleges and Universities
- Major Employers (e.g. Hospitals, Warehouse Distribution Centers)
- Nonprofit Organizations or Foundations



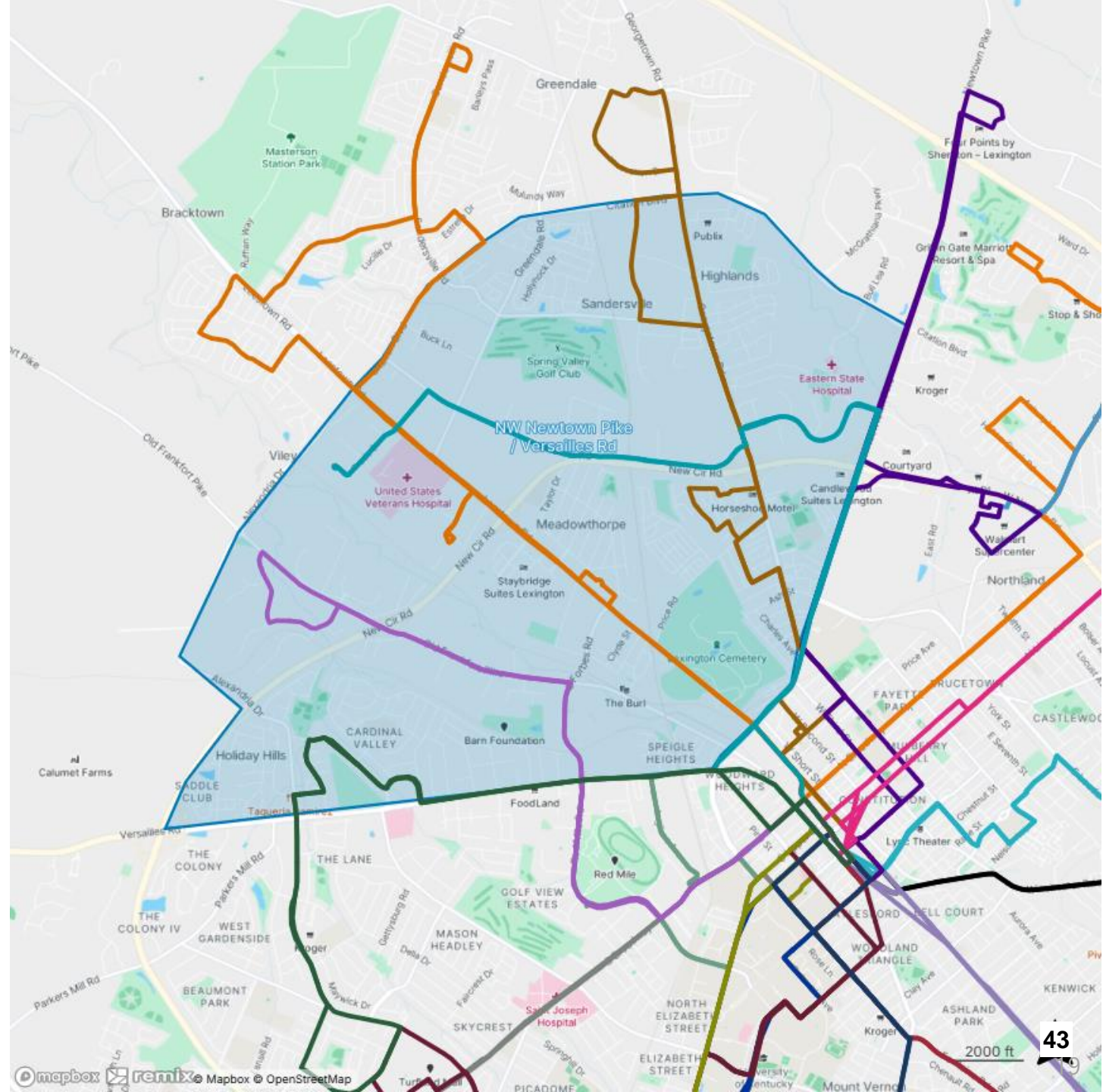
## Supplemental Funding

- Subsidized fares generate little revenue
- Advertising (e.g. in-app ads, vehicle wraps, naming rights) offer limited revenue

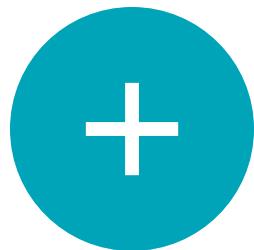


# Implementation Strategy Recommendations

- Implementing microtransit comes down to agency goals and funding
- Start with a pilot (preferably two or three years) and test the market
- Make careful, conservative policy decisions to avoid overpromising and underdelivering
- Advertise the new service and educate riders on how to use it
- Track performance monthly, evaluate every 6 months
- If pilot program meets goals (coverage, access, performance metrics), secure additional longer-term funding
- Avoid modifying fixed route service until microtransit service is permanent

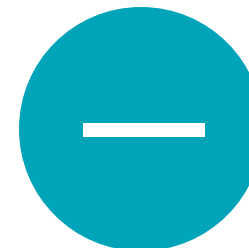


# Conclusion



## Microtransit Benefits

- Effective at **filling service gaps** that fixed route cannot
- Flexible pickup/drop-off locations – creates **improved access** (less walking to reach stops)
- **Flexible timing** – passengers call when they need a ride, and a vehicle arrives shortly (typically between 15-30 minutes)
- **Technology** enables robust data collection and insights



## Microtransit Drawbacks

- **Cost per trip is high compared to other modes**
  - Estimated \$59.75 for northwest zone
  - Lextran core fixed routes average \$5.04
- **Limited productivity** - passenger per hour (PPH)
  - Most productive case study was 5-6 PPH
  - Some microtransit programs have <1 PPH
  - Typically microtransit is around 2-3 PPH
  - Lextran core fixed routes average 22 PPH
  - Wheels paratransit approximately 2 PPH



# Thank you!



George Maier

[gamier@nelsonnygaard.com](mailto:gamier@nelsonnygaard.com)



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0546-25**

**File ID:** 0546-25

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 05/29/2025

**File Name:** Presentation: Lexington Emergency Shelter Study  
2025

**Final Action:** 06/03/2025

**Title:** Presentation: Lexington Emergency Shelter Study

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Lexington\_Shelter\_Study\_2025 - FINAL

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/03/2025	Received and Filed				

## Text of Legislative File 0546-25

Title

Presentation: Lexington Emergency Shelter Study



# Lexington Emergency Shelter Study

## 2025



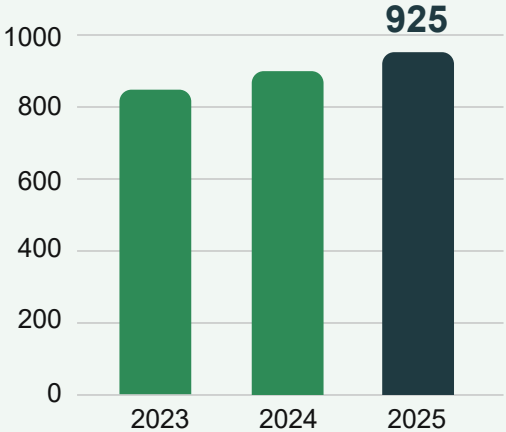
**LEXINGTON**

# 2025 PIT COUNT: Scope of Homelessness

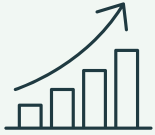
## Understanding the Growing Crisis

### 2025 PIT COUNT

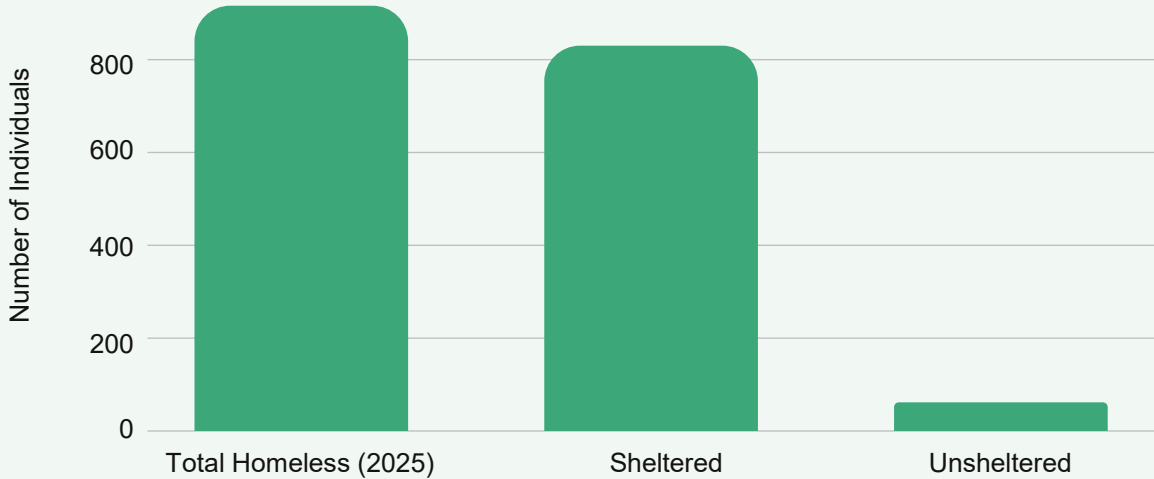
Point-in-Time Count



Increase in the number of homeless persons



### 2025 PIT COUNT: Lexington Homeless Population



**925**

Total Homeless Population (2025)

**67**

Unsheltered Individuals

**810**

Emergency Shelter Population

**498 beds**

Highest shelter utilization to date, straining available year-round bed inventory

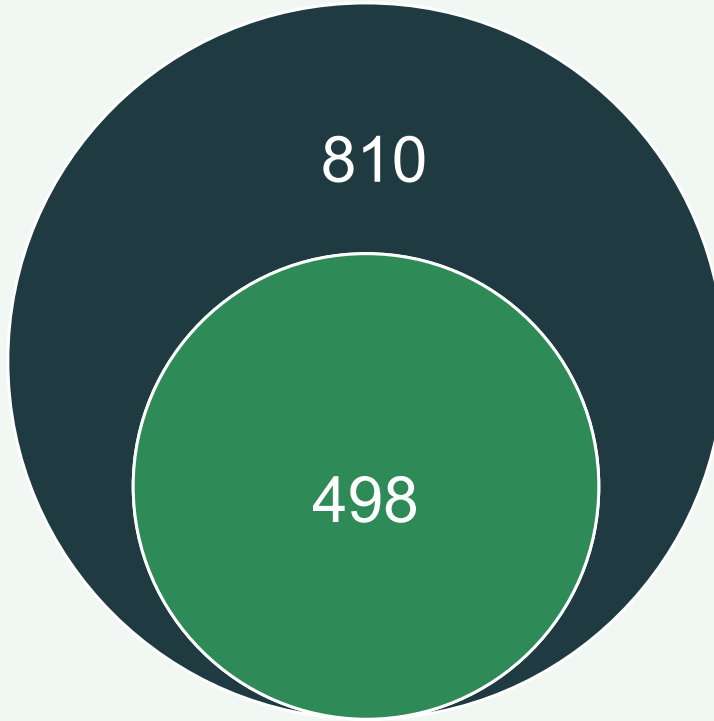
**12%**

increase compared to the 2024 LexCount

**34%**

Homelessness has increased since 2020

# Shelter System Strain: Emergency Shelter Utilization



## Count Night

People sheltered on count night



## Year-Round Beds

Beds available year-round for people

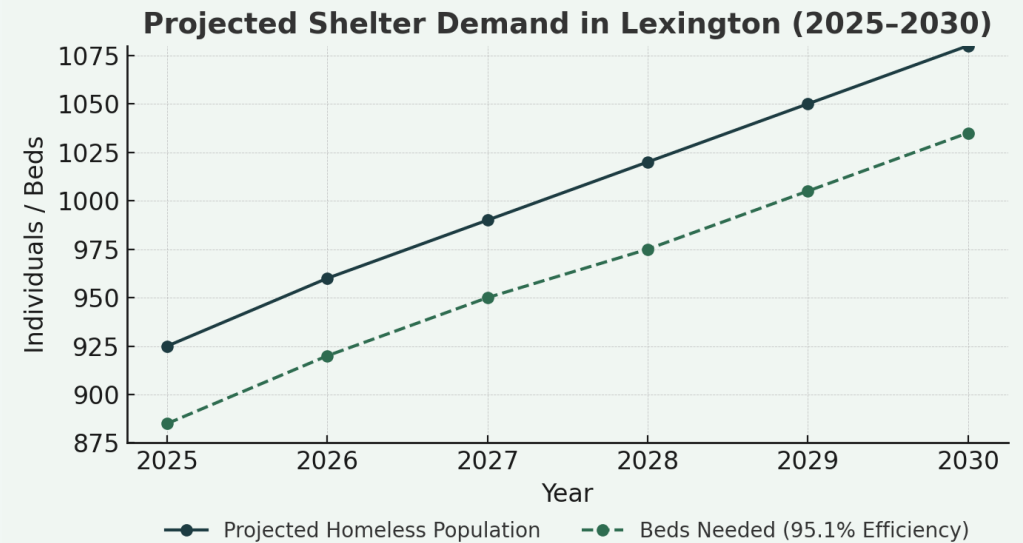
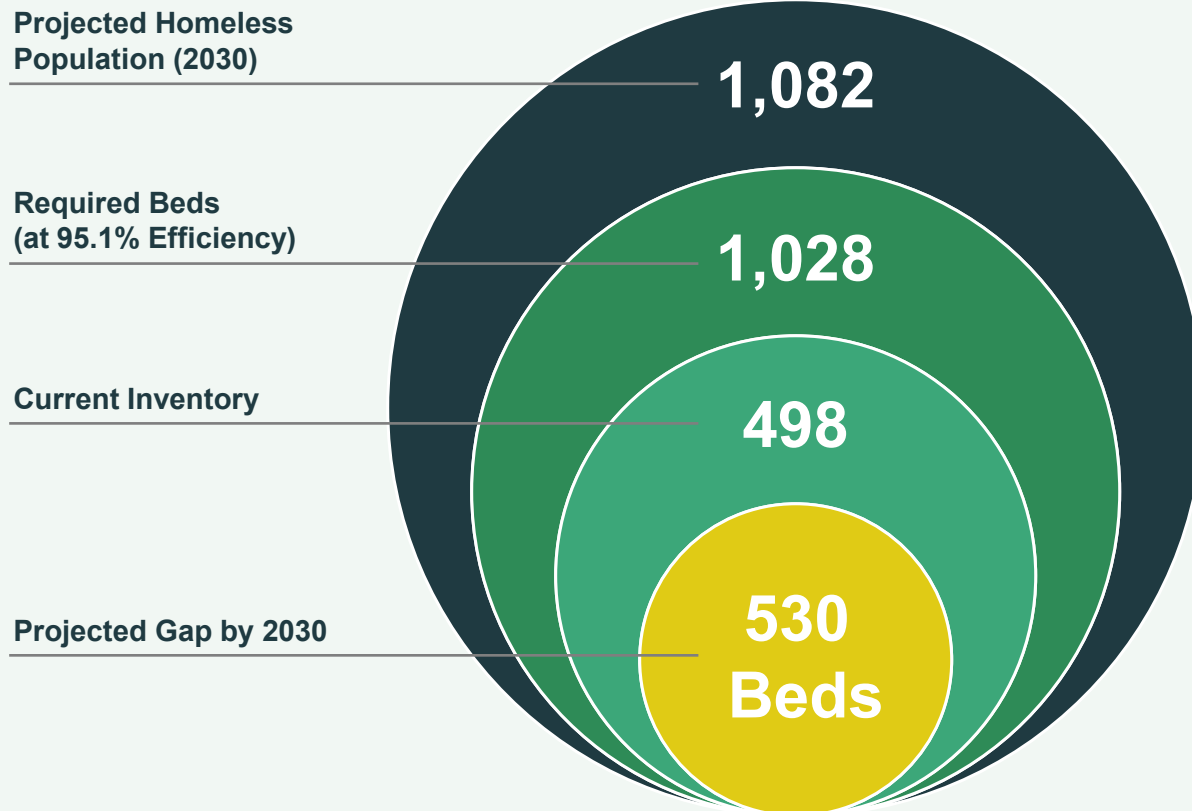


Utilization rate for year-round beds excluding overflow would be **162.7%** with **810** persons sheltered

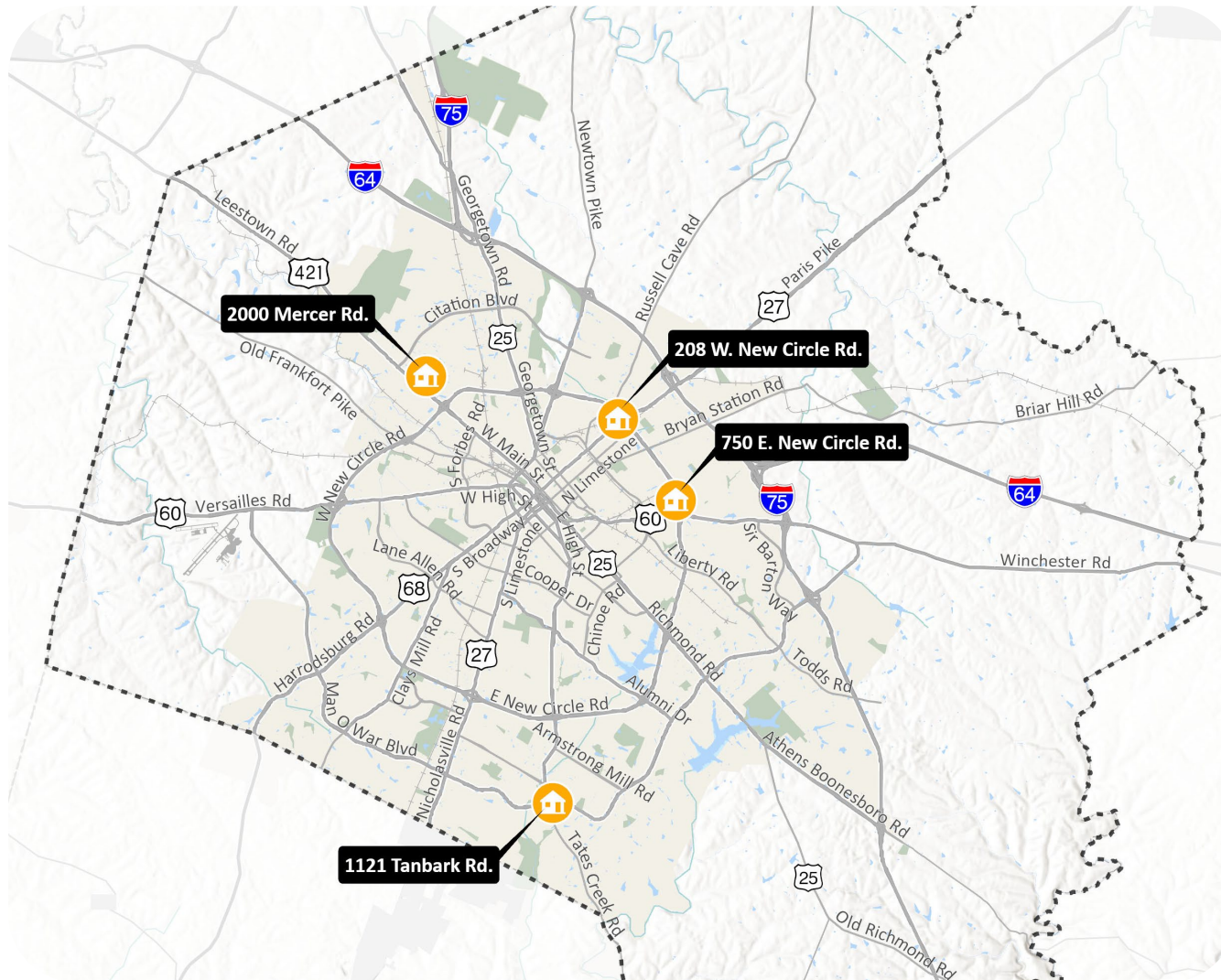


**Implication:** Emergency system is overextended and reliant on temporary accommodations.

# 2030 Projection: Growing Demand for Shelter



# Shelter Facility Standards and Example Sites



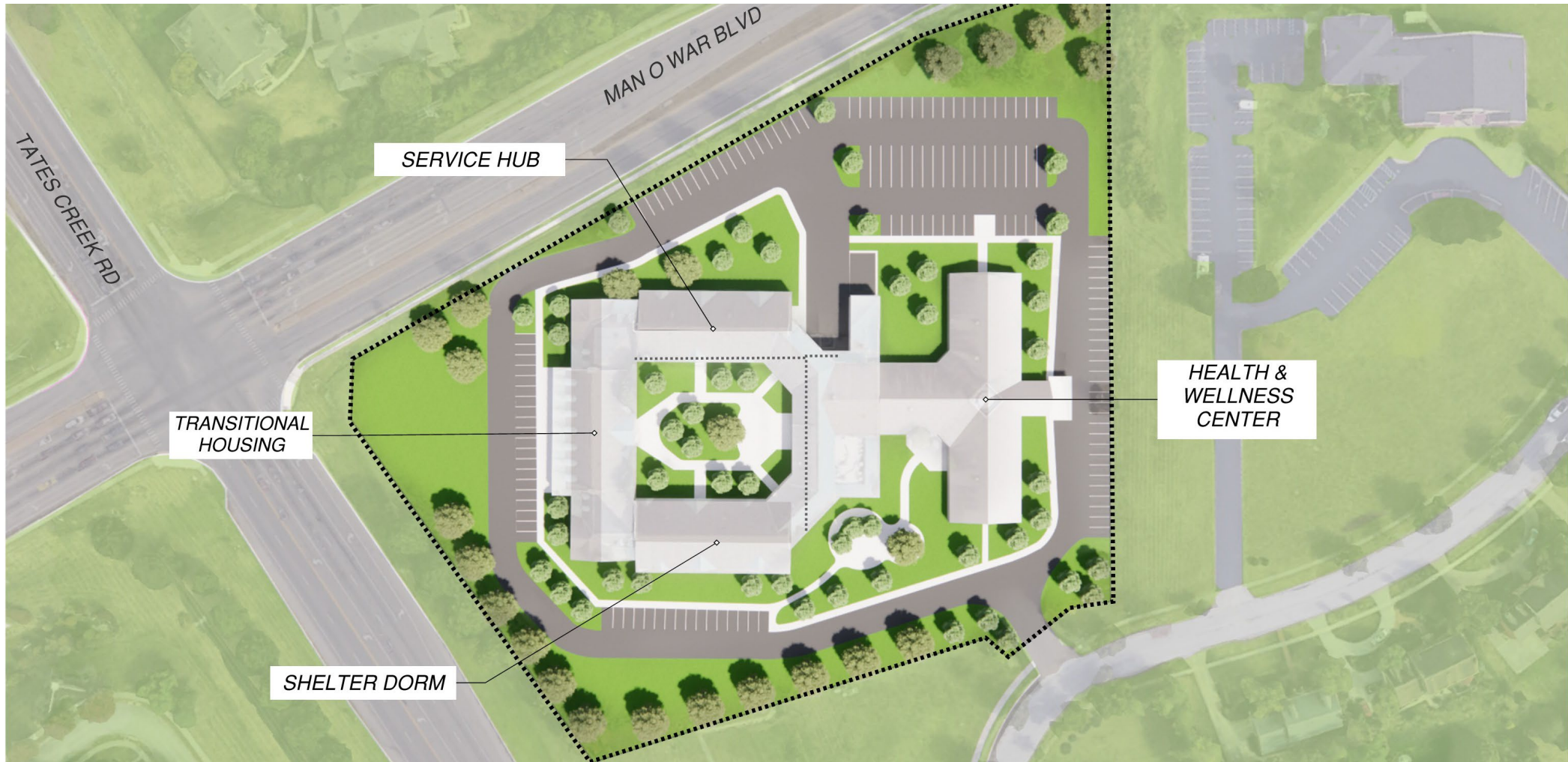
## Potential Site Location Requirements and Standards

- Suitable zoning
- Accessibility
- Potential for adaptive reuse
- Distributed model for balanced capacity

- **Recommended Facility Model:** Non-congregate, semi-private units
- **Key Features:** Low-barrier access, ADA compliant, trauma-informed design
- **Suggested Site Criteria:** Zoning compatibility, transit access, potential for adaptive reuse
- **4 Identified Locations:** Distributed across Lexington to reduce geographic concentration
- High level of wraparound services would be key to this type of a shelter. Consisting of case management, effective and increased supports in areas like mental health and substance use.



# Site Concepts



**1121 TANBARK ROAD**  
FORMER SIGNATURE HEALTHCARE

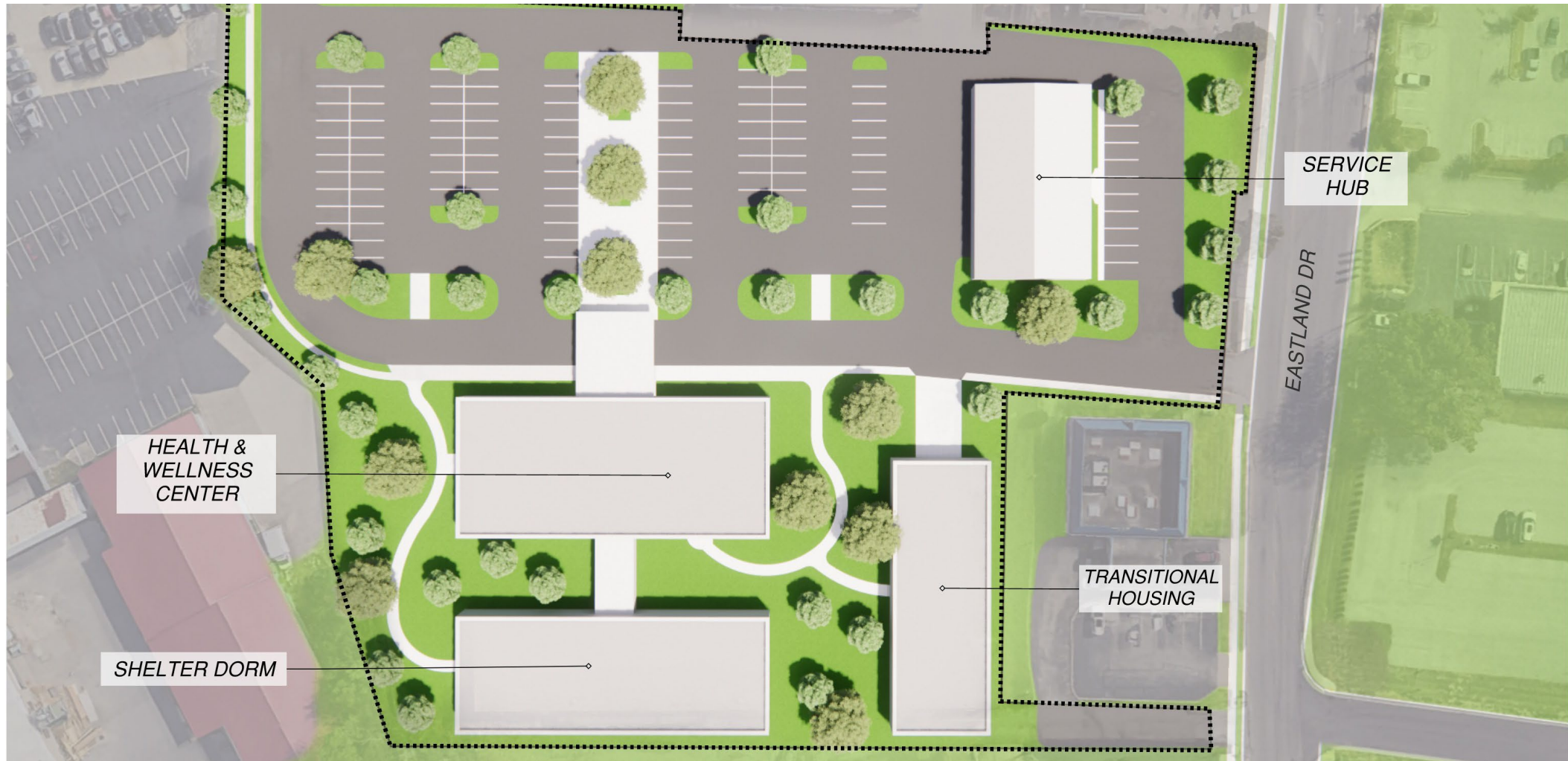


# Site Concepts



**280 W NEW CIRCLE ROAD**  
FORMER CATALINA MOTEL

# Site Concepts



**750 E NEW CIRCLE ROAD**  
FORMER EASTLAND BOWLING





# Site Concepts



**2000 MERCER ROAD**  
FORMER FEDEX DISTRIBUTION CENTER



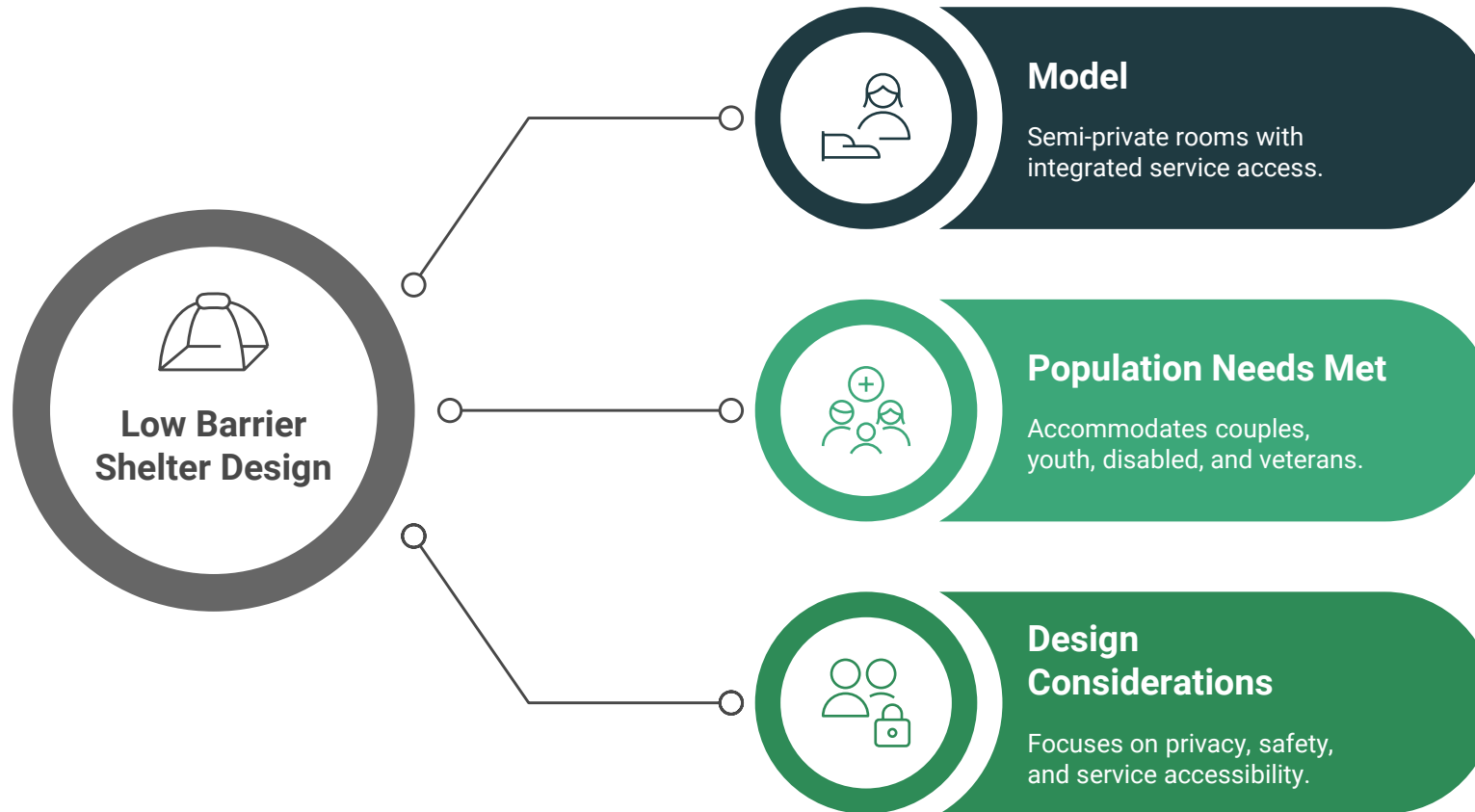
# Winter Shelter vs. Permanent Shelter Hub

Category	 Winter Shelter (Seasonal)	 Permanent Shelter Hub (Year-Round)
Annual Spending	~\$2.2M recurring	\$2.2–3M one-time + \$3.5–4.5M/year (includes operations / services)
Duration	4–5 months	Year-round, continuous
Capacity	150–200 people/night	250–500 people/night
Services Offered	Basic shelter only	Case management, healthcare, housing support
Daily Cost per Person	\$37.81–\$44.38	\$37.81–\$44.38
Stability	None – reapproved annually	High – permanent infrastructure
System Impact	Short-term relief	Long-term structural improvement
5-Year Cost Outcome	~\$11M, no permanent value	~\$27M for permanent system

# Recommended Model:

## Low Barrier Shelter Design

---



# Case Study: Louisville's Community Care Resource Center

Overview: This facility is designed to provide shelter, medical care and other essential services for individuals experiencing homelessness.

## Key Elements:



Central Location for the Unhoused

1



Creation of Master Plan to Facilitate  
Community Engagement

2



Provision of Services and  
Community Gathering Place

3



**Louisville Community Care Campus  
Total Estimated Cost of Project:**

**\$58.4 Million**

**\$10 Million**

Soft Costs

**\$68.4 Million**

Total



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0355-22**

**File ID:** 0355-22

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council Work  
Session

**File Created:** 04/07/2022

**File Name:** page break

**Final Action:**

**Title:**

**Notes:**

**Sponsors:**

**Enactment Date:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 0355-22**





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0516-25**

**File ID:** 0516-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 175-2025

**In Control:** Urban County  
Council

**File Created:** 05/20/2025

**File Name:** Kelley's Landing Non-Endowed Designated Fund

**Final Action:** 06/26/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Non-Endowed Designated Fund Agreement with Bluegrass Community Foundation (BGCF) for the creation and operation of an expenditure fund, known as the Kelley's Landing Fund, to support the development of the Parks and Recreation's Kelley's Landing property, the execution of which does not require an expenditure of funds on behalf of the Urban County Government. [Div. of Parks and Recreation, Conrad]

**Notes:** RIO 6/13/2025. MS

SAF in the CCO. Scanned back to Roger 6/27/2025. MS

**Sponsors:**

**Enactment Date:** 06/26/2025

**Attachments:** Kelley's Landing Fund BCGF Memo - Signed,  
Kelley's Landing Fund, RESO 0516-25  
4932-8142-2922 v.1.docx, R-279-2025, Contract  
#175-2025

**Enactment Number:** R-279-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Roger Daman

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/03/2025	Approved and Referred to Docket	Urban County Council	06/12/2025		Pass
1	Urban County Council	06/12/2025	Received First Reading	Urban County Council	06/26/2025		
1	Urban County Council	06/26/2025	Approved				Pass

## Text of Legislative File 0516-25

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Non-Endowed Designated Fund Agreement with Bluegrass

Community Foundation (BGCF) for the creation and operation of an expenditure fund, known as the Kelley's Landing Fund, to support the development of the Parks and Recreation's Kelley's Landing property, the execution of which does not require an expenditure of funds on behalf of the Urban County Government. [Div. of Parks and Recreation, Conrad]

### Summary

Authorization to execute a Non-Endowed Designated Fund Agreement with Bluegrass Community Foundation (BGCF), which outlines the terms, conditions and responsibilities of LFUCG and BGCF to support the development of Parks and Recreation's Kelley's Landing property via an expenditure fund, known as the Kelley's Landing Fund. The fund will be in operation for up to three years after the date the Agreement is signed. No Budgetary impact. (L0516-25)(Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

**Law:** Yes, Completed by William Razor, 5/15/2025

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact:

Annual Impact: N/A

Project:

Activity:


Budget Reference:

Current Balance:



## MEMORANDUM

**TO:** Linda Gorton, Mayor  
Sally Hamilton, CAO  
Urban County Council Members

**FROM:**   
Monica Conrad, Director  
Parks and Recreation

**RE:** Kelley's Landing Non-Endowed Designated Fund

**DATE:** May 20, 2025

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### Request

This is a request for Council approval of a Non-Endowed Designated Fund Agreement between Bluegrass Community Foundation (BGCF) and LFUCG. This agreement outlines the terms, conditions and responsibilities of LFUCG and BGCF to support the development of Parks and Recreation's Kelley's Landing property via an expenditure fund, known as the Kelley's Landing Fund. This fund, established by BGCF, will be in operation for up to three years after the date the agreement is signed.

### Why are you requesting?

Department needs this action completed because:

The Division of Parks and Recreation wishes to memorialize the agreement between LFUCG and BGCF, which will establish a stable investment source for Kelley's Landing from the BGCF for up to three years.

### What is the cost in this budget year and future budget years?

The cost for this FY is: N/A

The cost for future FY is: N/A

### Are the funds budgeted? No

The funds are budgeted or a budget amendment is in process: N/A

Account number: N/A

File Number: 0516-25

Director/Commissioner: Monica Conrad/Chris Ford



**BLUE GRASS COMMUNITY FOUNDATION**

499 East High Street, Suite 112

Lexington, Kentucky 40507

(859) 225-3343

**ESTABLISHMENT OF A NON-ENDOWED DESIGNATED FUND**

This NON-ENDOWED DESIGNATED FUND AGREEMENT ("Agreement") is made this \_\_\_\_ day of May 2025, between Blue Grass Community Foundation, Inc., a charitable community foundation, ("Foundation") and Lexington Fayette Urban County Government ("Donor") to create an expenditure fund ("Fund").

- 1) Name of the Fund. Donor has the privilege of naming their Fund. Grants made from the Fund to charity are accompanied by a letter which includes the name (e.g. "The Smith Family Fund"), unless anonymity is requested. The name of the Fund created hereby is:

Kelley's Landing Fund

- 2) Initial Contribution. Upon signing this Agreement, Donor will irrevocably transfer to Foundation the property described as follows: future contributions

- 3) Donor Contact:

**Abby Kerins**  
**LFUCG Parks and Recreation**  
**469 Parkway Drive**  
**Lexington, KY 40504**  
[akerins@lexingtonky.gov](mailto:akerins@lexingtonky.gov)

- 4) Investment Pool Selection. Donor hereby requests that the Fund and any and all assets contributed to the Fund be invested as follows:

**X Cash Reserve Pool (0-3 years)**

The primary investment objective of this Pool is stability of principal. This Pool will invest exclusively in cash and cash equivalents and will have no risk of loss of capital. Donors with immediate liquidity needs or no expectations of growth of capital should consider this strategy.

☐ **Conservatively Balanced Pool (3+ years)**

The primary investment objective of this Pool is to provide preservation of principal. This Pool will invest in a combination of equities, fixed income,



cash and cash equivalent assets. This Pool is appropriate for donors who have a time horizon of more than three years.

□ **Balanced Pool (5+ years)**

The primary investment objective of this Pool is to provide a moderate level of risk and a balanced mixture of equities, fixed income, and an occasional allocation to cash. This Pool may experience moderate year to year volatility. This Pool is generally appropriate for donors with an intermediate time horizon of more than five years.

□ **Environmental Social Governance Pool (ESG):** Foundation also provides an opportunity to select a balanced pool using investment strategies with investment allocations sensitive to environmental, social and governance (ESG) issues.

□ **Long Term Growth Pool (7+ years)**

The primary investment objective of this Pool is long-term capital appreciation. There will be some inevitable volatility in principal value in this Pool, but it may offer the potential for higher returns over the long term. This Pool is appropriate for donors with a time horizon of more than seven years.

□ **Environmental Social Governance Pool (ESG):** Foundation offers the ESG Long-Term Pool with an investment allocation that is sensitive to environmental, social and governance (ESG) issues and follows socially responsible investment strategies. This Fund will have approximately the same overall stock/bond allocation as the Long-Term Pool.

□ **Equity Pool (7+ years)**

This pool is generally appropriate for donors with a time horizon of more than seven years who desire long term capital growth. Due to the 100% allocation to equities, this Pool is only appropriate for donors willing to accept higher short and intermediate term volatility.

The Foundation shall have the right to make any and all investment decisions in the selected Pool regarding the Fund. All income and capital gains or losses will be allocated to the Fund on a monthly basis.

5) **Purposes.** The purpose of the Fund is to support Kelley's Landing, a public park overseen by the department of Parks of Recreation of Lexington Fayette County Urban County Government.

6) **Management.** Foundation hereby agrees to accept cash and other valuable property transferred to it by Donor and others who wish to participate in the Fund. Gifts to the Fund shall be subject to the same policies for investment, determination of current distribution amount, and allocation to cover Foundation's administrative costs, as shall be adopted

from time to time for such funds. The Fund is open-ended and can be added to at any time.

- 7) Grant Distributions. Distributions must be for charitable purposes and in accordance with the procedures for the administration and operation of such funds of Foundation as may be in effect from time to time.

Distributions from the Fund shall be made in the name of the Fund, unless otherwise directed in writing.

This Fund is prohibited from making grants, compensation, or similar payments to Donor, advisor(s), or persons related to them. Donor may request distributions of any amount, up to 100% of Fund balance.

The designated Donor Contact has the ability to recommend grant distributions from the Fund to the following Designated Organization:

**LFUCG Department of Parks and Recreation**

- 8) Compensation to Foundation. As compensation for its services, Foundation shall charge an annual community support fee according to the fee schedule in effect at the time of the Agreement and as amended from time to time by Foundation. Investment fees are charged separately.

Donor hereby acknowledges receipt of a current Fund Schedule in effect at the time of the signing of this Agreement.

- 9) Fundraising. Donor agrees not to perform any fundraising activity for this Fund or any other fund held by Foundation without receiving express written permission from Foundation for each fundraising event. Foundation understands that if such fundraising events are not approved by Foundation, Foundation will not be held liable for any monetary or insurance losses and Foundation reserves the right to refuse acceptance of any money raised from such fundraiser(s). Under federal law, Foundation may not reimburse donors or advisors for any expenses or liabilities incurred by them with respect to a fundraising event. As a result, Foundation must contract directly with third party providers for any approved expenses and services related to fundraising events. Foundation will not be responsible for any expenses incurred directly by donors or advisors.

- 10) Variance Power. Foundation shall use and apply said funds only in accordance with the expressed wishes of the donor, grantor or other transferor; provided, however, the Board of Directors shall have the power

to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if in the sole judgment of the Board of Directors such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served. Upon such determination, the Board of Directors shall exercise its judgment to select a similar use for the funds that will most nearly fulfill the original charitable intent of the Fund and may re-direct the funds to those purposes most closely related to the donors, grantors or other transferor's original intent.

It is intended that nothing in this Agreement shall affect the status of Foundation as a 501(c)(3) organization, as defined in the Internal Revenue Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the provisions of any and all applicable law or government regulation. Foundation shall have all the powers provided in its charter, Articles of Incorporation and Bylaws or otherwise by law in connection with its administration of the Fund.

DONOR

BLUE GRASS COMMUNITY  
FOUNDATION

By \_\_\_\_\_

By \_\_\_\_\_  
President/CEO

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A NON-ENDOWED DESIGNATED FUND AGREEMENT WITH BLUEGRASS COMMUNITY FOUNDATION (BGCF) FOR THE CREATION AND OPERATION OF AN EXPENDITURE FUND, KNOWN AS THE KELLEY'S LANDING FUND, TO SUPPORT THE DEVELOPMENT OF THE PARKS AND RECREATION'S KELLEY'S LANDING PROPERTY, THE EXECUTION OF WHICH DOES NOT REQUIRE AN EXPENDITURE OF FUNDS ON BEHALF OF THE URBAN COUNTY GOVERNMENT.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, authorized and directed to execute a Non-Endowed Designated Fund Agreement with Bluegrass Community Foundation (BGCF), which outlines the terms, conditions, and responsibilities of the Urban County Government and BGCF to support the development of Parks and Recreation's Kelley's Landing property via an expenditure fund, known as the Kelley's Landing Fund. The execution of the Agreement, attached hereto and incorporated herein by reference hereto, does not obligate the Urban County Government to the expenditure of funds. The Kelley's Landing Fund will be in operation for up to three years after the date the Agreement is signed.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0516-25:WDR:4932-8142-2922, v. 1

RESOLUTION NO. 279 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A NON-ENDOWED DESIGNATED FUND AGREEMENT WITH BLUEGRASS COMMUNITY FOUNDATION (BGCF) FOR THE CREATION AND OPERATION OF AN EXPENDITURE FUND, KNOWN AS THE KELLEY'S LANDING FUND, TO SUPPORT THE DEVELOPMENT OF THE PARKS AND RECREATION'S KELLEY'S LANDING PROPERTY, THE EXECUTION OF WHICH DOES NOT REQUIRE AN EXPENDITURE OF FUNDS ON BEHALF OF THE URBAN COUNTY GOVERNMENT.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, authorized and directed to execute a Non-Endowed Designated Fund Agreement with Bluegrass Community Foundation (BGCF), which outlines the terms, conditions, and responsibilities of the Urban County Government and BGCF to support the development of Parks and Recreation's Kelley's Landing property via an expenditure fund, known as the Kelley's Landing Fund. The execution of the Agreement, attached hereto and incorporated herein by reference hereto, does not obligate the Urban County Government to the expenditure of funds. The Kelley's Landing Fund will be in operation for up to three years after the date the Agreement is signed.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

June 26, 2026



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MAYOR

ATTEST:



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CLERK OF URBAN COUNTY COUNCIL

0516-25:WDR:4932-8142-2922, v. 1



**BLUE GRASS COMMUNITY FOUNDATION**  
499 East High Street, Suite 112  
Lexington, Kentucky 40507  
(859) 225-3343

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to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if in the sole judgment of the Board of Directors such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served. Upon such determination, the Board of Directors shall exercise its judgment to select a similar use for the funds that will most nearly fulfill the original charitable intent of the Fund and may re-direct the funds to those purposes most closely related to the donors, grantors or other transferor's original intent.

It is intended that nothing in this Agreement shall affect the status of Foundation as a 501(c)(3) organization, as defined in the Internal Revenue Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the provisions of any and all applicable law or government regulation. Foundation shall have all the powers provided in its charter, Articles of Incorporation and Bylaws or otherwise by law in connection with its administration of the Fund.

DONOR

By Linda Gorton

Mayer Linda Gorton

Date 6/27/25

BLUE GRASS COMMUNITY  
FOUNDATION

By [Signature]  
President/CEO

Date 5.23.25



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0518-25**

**File ID:** 0518-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 252-2025

**In Control:** Urban County  
Council

**File Created:** 05/21/2025

**File Name:** ESP - Procure Software NDA to obtain PCI  
Compliance Report

**Final Action:** 06/26/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Non-Disclosure Agreement with Procure Software, to obtain PCI Compliance Report for the Extended School Program. [Div. of Parks and Recreation, Conrad]

**Notes:** SAF in the CCO. Docusign was okayed by law. 9/10/2025. MS

**Sponsors:**

**Enactment Date:** 06/26/2025

**Attachments:** Memo - ESP - Procure NDA Signature request -  
Signed, Mutual-NDA-procaresoftware\_2024  
(PROCARE NDA), 0518-25- Procure NDA  
4902-4500-8970 v.1.doc, R-280-2025

**Enactment Number:** R-280-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Roger Daman

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/03/2025	Approved and Referred to Docket	Urban County Council	06/12/2025		Pass
1	Urban County Council	06/12/2025	Received First Reading	Urban County Council	06/26/2025		
1	Urban County Council	06/26/2025	Approved				Pass

### Text of Legislative File 0518-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Non-Disclosure Agreement with Procure Software, to obtain PCI Compliance Report for the Extended School Program. [Div. of Parks and Recreation, Conrad]

#### Summary

Authorization to electronically sign a non-disclosure Agreement to obtain the PCI



Compliance Report from Procure software for the Extended School Program. No Budgetary impact. (L0518-25)(Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

**Law:** Yes, Completed by William Razor, 5/13/2025

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact:

Annual Impact: N/A

Project:

Activity:


Budget Reference:

Current Balance:



**MEMORANDUM**

**TO:** Linda Gorton, Mayor  
Sally Hamilton, CAO  
Urban County Council Members

**FROM:**   
Monica Conrad, Director  
Parks and Recreation

**RE:** ESP – Procure Software NDA signature to obtain PCI compliance report

**DATE:** May 21, 2025

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Request

This is a request for Council approval of obtaining an electronic signature from Mayor Gorton for a Non-disclosure agreement to obtain the PCI Compliance Report from Procure software for the Extended School Program.

Why are you requesting?

Department needs this action completed because:

The Extended School Program is in the process of setting up automatic withdrawals for participants weekly tuition for the after-school program and the PCI report needs to be reviewed. To obtain the PCI report an NDA with Procure needs to be signed electronically.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$0

The cost for future FY is: \$0

Are the funds budgeted? N/A

The funds are budgeted or a budget amendment is in process: Budgeted

File Number: 0518-25

Director/Commissioner: Conrad/Ford



# MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement"), dated this \_\_\_\_\_ (the "Effective Date"), is executed by and between "Procure Software LLC" and \_\_\_\_\_, assure the protection of the confidential and/or proprietary nature of information to be disclosed or made available to each other.

1. Background. Procure Software LLC and \_\_\_\_\_ (each individually a "Party" and collectively the "Parties" herein) intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that either Party may disclose or deliver to the other Party certain of its Proprietary information for the purpose of enabling the other Party to evaluate the feasibility of such business relationship. The Parties have entered into this Agreement in order to ensure the confidentiality of such Proprietary Information in accordance with the terms of this Agreement. As used in this Agreement, the Party disclosing Proprietary Information is referred to as the "Disclosing Party" and the Party receiving such Proprietary Information is referred to as the "Recipient".
2. Proprietary Information. As used in this Agreement, the term "Proprietary Information" shall mean all proprietary information, including without limitation, ideas, concepts, know how, operations services, products, research, inventions, discoveries, drawings, designs, plans, processes, models, specifications, methods, trade secrets, copyrights, software, source code, system, patents, procedures, manuals, confidential reports, price lists, pricing formulas, customer lists, financial information, business plans, projections, prospects, opportunities, strategies, advertising, promotions, personnel matter, legal matters, or other confidential or proprietary information designated as such by the Disclosing Party, whether verbally, in writing by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if it would be apparent to a reasonable person, familiar with the Disclosing Party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party.
3. Disclosing of Proprietary Information. The Recipient shall hold in confidence and shall not disclose (or permit or suffer its personnel to disclose) to any person outside its organization, any Proprietary Information. The Recipient shall use such Proprietary Information only for the purpose for which it was disclosed and for no other purpose without the prior written consent of the Disclosing Party. Without limitation of the foregoing, the Recipient shall not cause or permit reverse engineering of any Proprietary Information or decompilation or disassembly of any software programs which are part of the Proprietary Information. Recipient may disclose the Proprietary Information only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound to protect the confidentiality of such Proprietary Information. The Recipient shall maintain the Disclosing Party's Proprietary Information with no less than the same degree of care it uses to protect the confidentiality of Proprietary Information and shall be responsible to the Disclosing Party for any disclosure or misuse of Proprietary Information which results from a failure to comply with this provision. The Recipient will promptly report to the Disclosing Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Disclosing Party to prevent, control, or remedy any such violation.
4. Term of Agreement. This Agreement pertains to Proprietary Information that is disclosed from the Disclosing Party to the Recipient for a period of two (2) years after the Effective Date. Unless the Parties otherwise agree in writing, the obligations imposed under this Agreement shall continue for three (3) years following expiration or termination of this Agreement.
5. Limitation on Obligations. The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent Recipient can demonstrate, by clear convincing written evidence, that such Proprietary Information:
  - (a) is generally known to the public at the time of disclosure or becomes generally known through no breach of this Agreement by the Recipient;
  - (b) is in the Recipient's possession at the time of disclosure otherwise than as a result of Recipient's breach of any legal obligation;
  - (c) becomes known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information;
  - (d) is independently developed by the Recipient without access or reference to or reliance upon the Proprietary Information; or
  - (e) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party (if permitted under law) to allow the Disclosing Party to take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

6. Ownership of Proprietary Information. The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.
7. Return or Destruction of Documents. The Recipient shall, upon the written request of the Disclosing Party, return to the Disclosing Party or destroy, all drawings, documents and any and all other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof). Such return or destruction shall be confirmed in writing by the Recipient within thirty (30) days following the Disclosing Party's written request. Notwithstanding the foregoing, the Recipient (a) is permitted to retain one (1) copy of Proprietary Information for records retention purposes, (b) is not required to destroy or wipe any metadata containing Proprietary Information, and (c) is not required to delete or erase Proprietary Information from any disaster recovery back-up media or any record retention or computer storage system.
8. Export of Proprietary Information. The Recipient represents and warrants that no Proprietary Information delivered to it by the Disclosing Party shall be exported from the United States without first complying with all requirements of the Export Administration Act, including requirement for obtaining any export license, if applicable. The Recipient shall first obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such Proprietary Information.
9. Miscellaneous.
  - (a) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.
  - (b) The provisions of this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.
  - (c) The failure by either Party to exercise any right or require performance by the other Party of any provision of this Agreement shall in no way constitute a waiver of such right or requirement.
  - (d) The provisions of the Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of any of the other provisions. If any provision of this Agreement, for any reason, is declared to be invalid or unenforceable, the Parties shall substitute a valid and enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.
  - (e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all counterparts shall constitute but one and the same instrument, sufficient evidence of which for all purposes shall be any set containing counterparts executed by both Parties. The Parties agree that such counterparts may be delivered by facsimile and that such facsimile counterparts shall evidence a binding agreement.
  - (f) All notices under this Agreement shall be deemed to have been duly given five (5) days following the mailing of such notice, postpaid, to the Party entitled to such notice at the address set forth below.

Procure Software LLC  
1125 17<sup>th</sup> street, Suite 1800  
Denver, Co. 80202

**Recipient:**  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed the Agreement as of the Effective Date first written above.

Executed by \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Harold Kouns

Title: Extended School Program Manager

Executed by Procare Software LLC

Signature:  \_\_\_\_\_  
14CE8F03F684495...

Date: 4/2/2025

Name: Tony Bisulca

Title: Director Security & Compliance



RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A NON-DISCLOSURE AGREEMENT WITH PROCARE SOFTWARE, TO OBTAIN PCI COMPLIANCE REPORT FOR THE EXTENDED SCHOOL PROGRAM.

—

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Non-Disclosure Agreement, which is attached hereto and incorporated herein by reference, with Procure Software to obtain the PCI Compliance Report for the Extended School Program.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0518-25:WDR:4902-4500-8970, v. 1

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Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Non-Disclosure Agreement, which is attached hereto and incorporated herein by reference, with Procure Software to obtain the PCI Compliance Report for the Extended School Program.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 26, 2025

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0518-25:WDR:4902-4500-8970, v. 1



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0521-25**

**File ID:** 0521-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 211-2025

**In Control:** Urban County  
Council

**File Created:** 05/21/2025

**File Name:** Workforce Interlocal Cooperative Agreement –  
Bluegrass Workforce Innovation Area

**Final Action:** 06/26/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Interlocal Agreement with the Counties of Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford, setting roles and responsibilities between the counties to increase the effectiveness of the area's workforce development system, at no additional cost to the Urban County Government. [Mayor's Office, Glasscock]

**Notes:** Awaiting signature pages from other parties, but CILOO filed in the CCO. Returned to Amy Glasscock 7/17/2025. MS

**Sponsors:**

**Enactment Date:** 06/26/2025

**Attachments:** Interlocal Agreement Blue Sheet, Interlocal Agreement - 250701, RESO 521-25- Interlocal Agreement 4918-3120-0076 v.1.docx, R-281-2025, Contract #211-2025

**Enactment Number:** R-281-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Troy Black

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/03/2025	Approved and Referred to Docket	Urban County Council	06/12/2025		Pass
1	Urban County Council	06/12/2025	Received First Reading	Urban County Council	06/26/2025		
1	Urban County Council	06/26/2025	Approved				Pass

## Text of Legislative File 0521-25

### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Interlocal Agreement with the Counties of Anderson, Bourbon, Boyle, Clark, Estill,

Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford, setting roles and responsibilities between the counties to increase the effectiveness of the area's workforce development system, at no additional cost to the Urban County Government. [Mayor's Office, Glasscock]

**Summary**

Authorization to sign a five-year Interlocal Cooperative Agreement with the seventeen county Bluegrass Workforce Innovation Area Local Elected Officials. The Interlocal Cooperative Agreement is for the operation of workforce development in the region. No Budgetary impact. (L0521-25)(Glasscock/Atkins)

Budgetary Implications [select]: NO

Advance Document Review:

**Law:** {Yes, Completed by [Evan Thompson, 5/21/2025]}

**Risk Management:** {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: NA

Account Number: NA

This Fiscal Year Impact: NA

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance:



**TO: Linda Gorton, Mayor  
Urban County Council**

**FROM: Amy Glasscock  
Director of Business Engagement**

**DATE: May 21, 2025**

**RE: Workforce Interlocal Cooperative Agreement – Bluegrass Workforce Innovation Area**

**Request:**

Authorization for Mayor to sign a five-year Interlocal Cooperative Agreement with the seventeen county Bluegrass Workforce Innovation Area Local Elected Officials. The Interlocal Cooperative Agreement is for operation of workforce development in region.

**Why are you requesting:**

The Interlocal Cooperative Agreement between the seventeen counties in the Bluegrass Local Workforce Development Area signed in 2020 will expire June 30, 2025. We are requesting authorization to sign a new five-year agreement that will expire June 30, 2030. The resolution will authorize the Mayor, on behalf of the Urban County Government, to execute an Interlocal Cooperative Agreement with Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford counties, for the continued operation of and participation in the Bluegrass Workforce Innovation Board. The Interlocal Cooperative Agreement authorizes the Mayor to serve as the Co-Chief Local Elected Official of the Governing Board of Local Elected Officials.

**What is the cost in this budget year and future budget years?**

The cost for FY2025 is: N/A

The cost for future FY is: N/A

**Are the funds budgeted?**

N/A

**Director/Commissioner:**

Kevin Atkins/Amy Glasscock





## **INTERLOCAL AGREEMENT AMONG THE KENTUCKY COUNTIES OF**

**Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine,  
Lexington-Fayette, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford**

THIS INTERLOCAL AGREEMENT ("Agreement") is made among and between THE KENTUCKY COUNTIES OF Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lexington-Fayette, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford (hereinafter referred to as "Parties"), all entities being bodies corporate and politic of the Commonwealth of Kentucky.

### **WITNESSETH THAT:**

WHEREAS, the Kentucky Interlocal Cooperation Act (hereinafter referred to as "State Act"), KRS 65.210 through 65.300 permits the Parties to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and form that will best accord with geographic, economic, population and other factors which influence the needs and development of local communities; and

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as the "Federal Act"), enacted by the Congress of the United States, provides for federal United States Department of Labor funds to be granted to the several states for the delivery of services and programs under the Federal Act; and

WHEREAS, the Parties wish to increase the effectiveness of the area's workforce development system under the Federal Act; and

WHEREAS, the purpose of this Agreement is to specify the respective roles of the individual chief local elected officials pursuant to Section 107(c) of the Federal Act as amended or modified from time to time, and to comply with the state and federal law and regulations on Interlocal Agreements as amended or modified from time to time; and

WHEREAS, the Parties desire to terminate and replace all prior Interlocal Cooperative Agreements with this Agreement, provided this Agreement is: (a) adopted by all Parties; (b) is approved by the Department for Local Government in accordance with the provisions of KRS 65.210; and (c) a certified copy is filed with the Kentucky Secretary of State pursuant to KRS 65.290.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the parties agree as follows.

1. EXECUTION OF AGREEMENT AND EFFECTIVE DATE. This Agreement shall become effective upon: (a) Its approval by Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford County Fiscal Courts and the Lexington/Fayette Urban County Government, and due execution pursuant thereto by each County Judge/Executive (the "Judge Executives") and the Mayor of the Lexington/Fayette Urban County Government (the "Mayor") (the Judges and Mayor are hereinafter referred to collectively as "Local Elected Officials" or "LEOs"), (b) upon approval of the Kentucky Commissioner of the

Department for Local Government (the “Commissioner”) under provisions of the State Act as amended or modified from time to time; (c) a copy of this Agreement, after its full approval being filed with the Kentucky Secretary of State's Office and with the Kentucky Education and Workforce Development Cabinet (the “EWDC”).

2. AGREEMENT DURATION. The term of this Agreement shall be from July 1, 2025, through June 30, 2030. The Parties will begin discussions regarding a new Agreement no later than six (6) months prior to the expiration of this Agreement, and will execute a new Agreement and have it duly approved by all Parties and the Commissioner and recorded in the appropriate government offices prior to June 30, 2030.

3. GOVERNING BOARD.

A. A Governing Board of LEOs shall consist of the 16 Judge Executives and the Mayor. An Executive Committee is established to include the following: the Co-Chief Local Elected Officials ("CLEOs"), who shall serve as the Co-Chairs of the Governing Board and as the Co-Chairs of the Executive Committee (with the Co-Chairs alternating as Chair for each meeting), plus five (5) additional members. The additional members shall be selected from a majority vote of the Governing Board as set forth below. Members of the Executive Committee who are not the co-CLEOs shall serve for a term of two-years and may serve one (1) additional two year consecutive term.

The Governing Board has Bylaws in place and are filed with the EWDC.

- B. The Governing Board shall, in accordance with federal and state law as amended or modified from time to time, and federal and state regulations and policies as amended or modified from time to time, by a duly called meeting of the Governing Board take the following actions:
- i. Selection of the Co-CLEOs, provided, however, the Mayor shall always be one of the Co-CLEOs;
  - ii. Selection of Executive Committee Members
  - iii. Designation of the fiscal agent;
  - iv. Designation of a grant subrecipient;
  - v. Authorization for the Co-CLEOs to request the Governor's consent for the local workforce development board (the "LWDB") to be the direct service provider;
  - vi. Approval of the LWDB annual budget; and
  - vii. Selection of the one-stop operators.
- C. Unless otherwise provided herein, Co-CLEOs shall jointly make all other decisions and perform all other duties and functions assigned to the Chief Local Elected Official by the Federal Act, or by implementing federal or state regulations or policies as amended or modified from time to time. If the Co-CLEOs cannot agree on any matter, the Executive Committee will make the decision by a 2/3 super majority vote of all Executive Committee members.
4. PARTICIPATING LOCAL ELECTED OFFICIALS. Attached hereto and incorporated herein are the names, representation, and contact information for each LEO in the workforce development area and the Co-CLEOs. The information shall be updated as

necessary by submitting such updates to the LWDB and to the EWDC's Department of Workforce Investment.

## 5. DESIGNATION OF CO-CHIEF LOCAL ELECTED OFFICIALS

### A. The following selection or appointment process shall be followed:

- i. The Governing Board shall elect a LEO to serve as an At-Large Co-Chief Local Elected Official (CLEO) to serve with the LEO of the Lexington-Fayette Urban County Government as the other Co-CLEO. To be elected as the At-Large CLEO, the At-Large member shall receive a simple majority of the votes of the LEOs present at a meeting where there is a quorum.
- ii. The Co-CLEOs shall not serve as the highest-ranking officer on any Board or other entity that governs any local grant subrecipient, local fiscal agent, or service delivery provider.
- iii. The Co-CLEOs shall not derive any personal benefit or gain, directly or indirectly, by reason of his or her participation as the Co-CLEO of the local workforce development area.
- iv. The Co-CLEOs shall disclose to the Governing Board any personal interest which he or she may have in any matter pending before the organization and shall refrain from participation in any decision on such matter.
- v. The Co-CLEOs and his or her immediate family members shall not be a participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party doing business with the local workforce development area which results or may result in a personal benefit.



- vi. The Co-CLEOs shall not be a recipient, directly or indirectly, of any salary payments, loans, gifts of any kind, any free service, discounts, or other fees from, or on behalf, of any person or organization having transactions with the local workforce development area.
  - B. The term of the At-Large CLEO shall be two (2) years and may serve one (1) additional consecutive two-year term.
  - C. The Co-CLEOs shall jointly serve as the signatories for the LEOs related to Federal Act matters, unless the action has been approved by the Governing Board of LEOs, in which case either Co-CLEO may serve as the signatory for the LEOs related to Federal Act matters.
  - D. All duties or functions of the Co-CLEOs must be performed jointly, unless the action has been approved by the Governing Board of LEOs in which case either Co-CLEO may execute such documents or take such action as necessary to carry out the direction of the Governing Board of LEOs. No such matter shall be submitted to the Governing Board for a vote unless one or both Co-CLEO's report that they are unable to reach agreement and request a vote of the Governing Board.
6. DISPUTE RESOLUTION. If there is a dispute between the Co-CLEOs, either Co-CLEO shall call a meeting of the Executive Committee and the Executive Committee shall resolve the matter by 2/3 majority vote of all the Executive Committee members. If one of the Co-CLEOs is not satisfied with the resolution of the Executive Committee, then the unsatisfied Co-CLEO shall call a meeting of the Governing Board within five (5) business days of the Executive Committee meeting, and the Governing Board shall resolve the dispute by a 2/3 super majority vote of all the members. Other than Co-CLEO disputes, whenever any

dispute arises between the Parties, under this Agreement, the Parties may invoke Dispute Resolution and agree to seek resolution of such dispute as follows:

- A. The Parties will seek in good faith to resolve any such dispute by arranging a meeting between the Parties with authority to resolve the matter within five (5) business days after either Party receives notice of a dispute. If the Parties are unable to resolve the dispute informally within 10 working days, either Party may request the assistance of a mediator. The person selected as mediator shall be mutually agreed upon by the Parties. If the Parties cannot agree, then a mediator will be selected by the Executive Committee of the LEO's. If possible, the services of a volunteer, unpaid mediator should be utilized.
  - B. If it proves impossible to arrive at a mutually satisfactory solution through mediation within 30 working days of the request for the mediator, and any Party may refer the dispute to an arbitrator, and all Parties will be required to submit this matter to the arbitrator, who will be authorized to make a decision regarding the dispute, and that decision will be final and binding on the Parties.
7. FISCAL AGENT OR GRANT SUBRECIPIENT DESIGNATION. The Governing Board shall designate the Fiscal Agent and Grant Subrecipient in accordance with federal and state law and federal and state regulations and policies as amended or modified from time to time.

Selection by either designation or procurement shall not relieve the LEOs of the liability for any misuse of grant funds as apportioned in this Agreement.

8. **LIABILITY:** The local jurisdictions of each LEO shall always remain liable for misuse of funds. In the event of a determination that a misuse of funds has occurred, the following priorities for recouping those funds shall apply:

- A. First Priority: fiscal agent or grant subrecipient shall attempt to recover funds from the contractor, agent or third party causing the liability;
- B. Second Priority: fiscal agent or grant subrecipient shall attempt to recover funds from an insurance carrier or bond issuer;
- C. Third Priority: fiscal agent or grant subrecipient shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
- D. Fourth Priority: fiscal agent or grant subrecipient shall repay the liability from its funds to the extent permitted by law; and,
- E. As a last resort and only to the extent required by the Federal Act as amended or modified from time to time, the Parties agree to cover unmet liabilities to the state and federal governments. The parties shall share liability to the state and federal governments equally.

9. **LOCAL AREA SERVICE DELIVERY PROVIDER.**

- A. As authorized in Section 107(g)(2) of the Federal Act as amended or modified from time to time, LWDB may provide career services described in Section 134(c)(2) through a one-stop delivery system or be designated or certified as a one-stop operator only with the agreement of the Co-CLEOs and Governor. The Governor's agreement must be obtained by the Co-CLEOs, after authorization by the Governing Board, in accordance with the Federal Act and state regulations as amended or modified from time to time.

- B. In cases where the LWDB does not seek to provide career services, any one-stop operator shall be designated or certified by the Governing Board through a competitive process in accordance with the Federal Act and state regulations and policies as amended or modified from time to time. The process shall be outlined in a Partnership Agreement between the LEOs and the LWDB. The LWDB shall enter into a Memorandum of Understanding for the one-stop delivery system in compliance with 20 CFR Sec. 678.500, as amended or modified from time to time, and/or other federal and state laws, regulations and policies.

#### 10. COMMUNICATION.

- A. The Executive Committee shall meet quarterly to discuss the activities within the workforce development area and to complete their responsibilities under the Federal Act as amended or modified from time to time. The Executive Committee also shall meet upon the request of the Co-CLEOs, the Governing Board, or a majority of the LEOs on the Executive Committee. The meetings shall be conducted in accordance with the Kentucky Open Meetings Act as amended or modified from time to time.
- B. No less than once a year, the LEO Governing Board and Bluegrass Workforce Innovation Board will conduct a joint meeting. The meeting will be held to jointly discuss strategic efforts and operations for the coming year as well as any updates from both organizations and other business as may be necessary. The chair of the meeting will rotate between one of the Co-CLEOs and the Workforce Board Chair. The Co-CLEOs and the Workforce Board Chair will jointly develop the agenda for

a joint meeting. The Workforce Board Chair will serve as Chair for the first joint meeting.

- C. The Co-CLEOs shall keep the LEOs informed regarding LWDB activities by the following process and procedure: draft minutes of any Governing Board or Executive Committee meeting shall be distributed to all LEOs within five (5) business days using the contact information provided in this Agreement with final minutes being distributed with the next meeting packet. Meeting minutes will be produced by the administrative staff to the LEOs. Additional information that the LEOs desire to review will be requested from the LWDB as outlined in the Partnership Agreement.

11. LOCAL WORKFORCE DEVELOPMENT BOARD BUDGET APPROVAL. The Governing Board shall review and, if acceptable, approve the local workforce development board annual budget pursuant to the following process:

- A. A meeting will be held among the Co-CLEOs and the members of the Executive Committee of the LWDB to reach agreement on a budget format and have a discussion regarding strategic priorities to be taken into consideration in the budget development process.
- B. A draft budget will be developed by the LWDB for review by the Co-CLEOs.
- C. The Co-CLEOs will review the proposed budget and provide feedback to the LWDB.
- D. The Executive Committee of the LWDB will review the feedback and develop a final draft budget to be presented to the Co-CLEOs.

- E. The Co-CLEOs will present the final draft budget for review by all LEOs and approval by the Governing Board.
- F. The final budget shall be presented and approved at the LWDB meeting. The LWDB chair and both CLEOs will then sign the final budget which will be presented to the fiscal agent and the grant subrecipient. If one of the Co-CLEO's will not sign the approved budget, one Co-CLEO may sign the budget upon approval of the Executive Committee of the LEO's. Upon passage, the approved budget and signatures will be forwarded to the EWDC.

## 12. LOCAL WORKFORCE DEVELOPMENT BOARD REPRESENTATION.

- A. The LWDB's member nomination, selection and confirmation shall comply with the Federal Act and state regulations and policies as amended or modified from time to time.
- B. The process for determining the initial size of the LWDB is as follows: the Co-CLEOs shall establish the initial size in accordance with the Federal Act and state regulations and policies as amended or modified from time to time, after consideration of fair and equitable representation.
- C. The process for selecting, appointing, removing or reappointing LWDB board members is as follows:
  - i. All local workforce development board members shall be appointed in accordance with the criteria established between the Governor and the Kentucky Workforce Investment Board in accordance with the Federal Act and state regulations and policies as amended or modified from time to time.



- ii. Local workforce development board members who no longer hold the position or status that made them eligible local board members must resign or be removed by the Co-CLEOs immediately as a representative of that entity (i.e., no longer work in the private sector, or no longer with an educational institution). For example, an appointee serving because of his or her employment in the private sector must resign or be removed if he or she retires or moves to the public sector.
- iii. The local workforce development board members must be actively engaged and employ staff in the sector in which they were appointed to represent.
- iv. Local workforce development board members replacing out-going member's mid-term will serve the remainder of the out-going member's term. A mid-term appointment shall represent the same industry sector that created the vacancy. A LEO Executive Committee board member replacing an outgoing member mid-term will also serve the remainder of the outgoing member's term once selected by the LEOs.
- v. Local workforce development board vacancies must be filled within a reasonable amount of time of the vacancy as determined by the local workforce development area, but no later than 90 days from occurrence. The Co-CLEOs are authorized to make all jointly agreed appointments and reappointments of members. Reappointments must be made within a reasonable time of the term expiration, but no later than 90 days thereafter. Waivers are to be requested in writing to the Division Director, Department of Workforce Investment with an explanation of why a vacancy was not filled

in the defined timeframe and a description of the process underway to fill the vacancy.

- vi. Local workforce development board members must be removed by the Co-CLEOs if any of the following occurs: documented violation of conflict of interest, failure to meet local workforce development board member representation requirements defined in the Federal Act and state regulations and policies as amended or modified from time to time, or documented proof of fraud and /or abuse. Local workforce development board members will be removed for not meeting attendance guidelines as set forth in local workforce development board bylaws.
- vii. Local workforce development board appointments do not require the signature of the LEOs, but rather only the signature of both the CoCLEOs. Co-CLEOs will jointly agree to and sign workforce development board appointments and jointly notify the LEO Executive Committee at the next committee meeting of the appointments. If the Co-CLEO's are unable to agree to an appointment, the Executive Committee of the LEO's may approve an appointment and one Co-CLEO may sign the appointment.

D. The term of office for local workforce development board members shall be staggered three (3) years based on initial appointments.

E. Local workforce development board members or members of a standing committee in accordance with Section 107(h)(i)(1) and (2) of the Federal Act as amended or modified from time to time, may not: vote on a matter under consideration by the local board

- i. Regarding the provision of services by such member (or by an entity that such member represents); or
- ii. That would provide direct financial benefit to such member or the immediate family of such member; or
- iii. Engage in any activity determined by the Governor to constitute a conflict of interest as specified in the state plan; or

F. A local workforce development board member may not have been an employee of the fiscal agent, grant sub-recipient or other contracted partner at any point or for any amount of time during the previous three (3) years.

G. The Local Workforce Development Board shall notify the LEOs of any changes desired to LWDB's By-Laws. The LEOs have the responsibility to confirm that By-Laws conform to the state and federal law, including but not limited to 20 C.F.R. sec. 679.310(g). No changes to the By-Laws will be effective until approved by the LEOs.

### 13. LOCAL WORKFORCE DEVELOPMENT BOARD COMPLIANCE WITH FEDERAL LAW AND PARTNERSHIP AGREEMENT

A. The Governing Board will enter into a Partnership Agreement with the LWDB to address the various Federal requirements relating to the process for development and approval of a local plan, including the review and approval of the local plan as required by 20 CFR Sec. 679.370(a) and WIOA Sec. 107(d)(1). If the local area is part of a planning region that includes other local areas, develop and submit a regional plan in collaboration with other local areas. If the local area is part of a planning region, the local plan must be submitted as a part of the regional plan.

- B. The Partnership Agreement shall also address: (1) the LWDB role in providing oversight of youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA sec. 134(c) and (d), and the entire one-stop delivery system in the local area; (2) ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area; (3) ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA sec. 116; and (4) the process by which the LWDB will negotiate and reach agreement with the Co-CLEOs and the Governor on local performance indicators.
14. SELECTION OF A NEW CO-CLEO. When a new Co-CLEO is selected in accordance with this Agreement, the newly selected Co-CLEO must submit to the LWDB and the Department of Workforce Investment, a written statement acknowledging that he or she:
- A. Has read, understands and will comply with the current Interlocal Agreement; and
  - B. Has apprised the Department of Workforce Investment of the change in Co-CLEO designation.
15. SELECTION OF A NEW LEO. When a new LEO is elected within the local workforce development area, the newly elected official must submit to the local workforce development board a written statement acknowledging that he or she:
- A. Has read, understands, and will comply with the current Interlocal Agreement; and
  - B. Reserves the option to request negotiations to amend the Interlocal Agreement at any time during the official's tenure as a LEO.

16. AMENDMENT. This Agreement may be amended by written consent of all the Parties subject to approval and recording in accordance with the State Act as amended or modified from time to time. A copy of any amendment approved in accordance with the State Act as amended or modified from time to time, shall be submitted to the EWDC and the local workforce development board.
17. INCORPORATION BY REFERENCE. The following documents, as such may be amended, modified or replaced in the future, are incorporated herein by reference and made a part of this agreement: the Federal Workforce Innovation and Opportunity Act; Kentucky Workforce Innovation Board Policy 15-001; Kentucky Workforce Innovation Board Policy 15-002; and Kentucky Workforce Innovation Board Policy 15-003.
18. SIGNATURES. By signing this Agreement, each local elected official certifies that his or her signature has been duly authorized by official action of his/her governmental body. The agreement may be executed in one or more counterparts, each of which, when combined with all other counterparts, will constitute a completely executed agreement subject to approval by the Department for Local Government and the EWDC.

**NOTE: Upon approval, please sign below your county name.**

<b>ANDERSON COUNTY</b>	<b>BOURBON COUNTY</b>
<i>County Judge/Executive</i> <i>Date</i>	<i>County Judge/Executive</i> <i>Date</i>
<b>BOYLE COUNTY</b>	<b>CLARK COUNTY</b>
<i>County Judge/Executive</i> <i>Date</i>	<i>County Judge/Executive</i> <i>Date</i>
<b>ESTILL COUNTY</b>	<b>FRANKLIN COUNTY</b>
<i>County Judge/Executive</i> <i>Date</i>	<i>County Judge/Executive</i> <i>Date</i>
<b>GARRARD COUNTY</b>	<b>HARRISON COUNTY</b>
<i>County Judge/Executive</i> <i>Date</i>	<i>County Judge/Executive</i> <i>Date</i>
<b>JESSAMINE COUNTY</b>	<b>LEXINGTON-FAYETTE COUNTY</b>
<i>County Judge/Executive</i> <i>Date</i>	<i>Mayor</i> <i>Date</i>
<b>LINCOLN COUNTY</b>	<b>MADISON COUNTY</b>
<i>County Judge/Executive</i> <i>Date</i>	<i>County Judge/Executive</i> <i>Date</i>
<b>MERCER COUNTY</b>	<b>NICHOLAS COUNTY</b>
<i>County Judge/Executive</i> <i>Date</i>	<i>County Judge/Executive</i> <i>Date</i>
<b>POWELL COUNTY</b>	<b>SCOTT COUNTY</b>
<i>County Judge/Executive</i> <i>Date</i>	<i>County Judge/Executive</i> <i>Date</i>
<b>WOODFORD COUNTY</b>	<b>DEPARTMENT FOR LOCAL GOVERNMENT</b>
<i>County Judge/Executive</i> <i>Date</i>	<i>Commissioner</i> <i>Date</i>



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE COUNTIES OF ANDERSON, BOURBON, BOYLE, CLARK, ESTILL, FRANKLIN, GARRARD, HARRISON, JESSAMINE, LINCOLN, MADISON, MERCER, NICHOLAS, POWELL, SCOTT, AND WOODFORD, SETTING ROLES AND RESPONSIBILITIES BETWEEN THE COUNTIES TO INCREASE THE EFFECTIVENESS OF THE AREA'S WORKFORCE DEVELOPMENT SYSTEM, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Interlocal Agreement with the Counties of Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford, setting roles and responsibilities between the counties to increase the effectiveness of the area's workforce development system, at no additional cost to the Urban County Government.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0521-25:EPT\_4918-3120-0076, v. 1

RESOLUTION NO. 281 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE COUNTIES OF ANDERSON, BOURBON, BOYLE, CLARK, ESTILL, FRANKLIN, GARRARD, HARRISON, JESSAMINE, LINCOLN, MADISON, MERCER, NICHOLAS, POWELL, SCOTT, AND WOODFORD, SETTING ROLES AND RESPONSIBILITIES BETWEEN THE COUNTIES TO INCREASE THE EFFECTIVENESS OF THE AREA'S WORKFORCE DEVELOPMENT SYSTEM, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Interlocal Agreement with the Counties of Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford, setting roles and responsibilities between the counties to increase the effectiveness of the area's workforce development system, at no additional cost to the Urban County Government.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 26, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0521-25:EPT\_4918-3120-0076, v. 1

## **INTERLOCAL AGREEMENT AMONG THE KENTUCKY COUNTIES OF**

**Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine,  
Lexington-Fayette, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford**

THIS INTERLOCAL AGREEMENT ("Agreement") is made among and between THE KENTUCKY COUNTIES OF Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lexington-Fayette, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford (hereinafter referred to as "Parties"), all entities being bodies corporate and politic of the Commonwealth of Kentucky.

### **WITNESSETH THAT:**

WHEREAS, the Kentucky Interlocal Cooperation Act (hereinafter referred to as "State Act"), KRS 65.210 through 65.300 permits the Parties to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and form that will best accord with geographic, economic, population and other factors which influence the needs and development of local communities; and

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as the "Federal Act"), enacted by the Congress of the United States, provides for federal United States Department of Labor funds to be granted to the several states for the delivery of services and programs under the Federal Act; and

WHEREAS, the Parties wish to increase the effectiveness of the area's workforce development system under the Federal Act; and

WHEREAS, the purpose of this Agreement is to specify the respective roles of the individual chief local elected officials pursuant to Section 107(c) of the Federal Act as amended or modified from time to time, and to comply with the state and federal law and regulations on Interlocal Agreements as amended or modified from time to time; and

WHEREAS, the Parties desire to terminate and replace all prior Interlocal Cooperative Agreements with this Agreement, provided this Agreement is: (a) adopted by all Parties; (b) is approved by the Department for Local Government in accordance with the provisions of KRS 65.210; and (c) a certified copy is filed with the Kentucky Secretary of State pursuant to KRS 65.290.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the parties agree as follows.

1. EXECUTION OF AGREEMENT AND EFFECTIVE DATE. This Agreement shall become effective upon: (a) Its approval by Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford County Fiscal Courts and the Lexington/Fayette Urban County Government, and due execution pursuant thereto by each County Judge/Executive (the "Judge Executives") and the Mayor of the Lexington/Fayette Urban County Government (the "Mayor") (the Judges and Mayor are hereinafter referred to collectively as "Local Elected Officials" or "LEOs"), (b) upon approval of the Kentucky Commissioner of the

Department for Local Government (the “Commissioner”) under provisions of the State Act as amended or modified from time to time; (c) a copy of this Agreement, after its full approval being filed with the Kentucky Secretary of State's Office and with the Kentucky Education and Workforce Development Cabinet (the “EWDC”).

2. AGREEMENT DURATION. The term of this Agreement shall be from July 1, 2025, through June 30, 2030. The Parties will begin discussions regarding a new Agreement no later than six (6) months prior to the expiration of this Agreement, and will execute a new Agreement and have it duly approved by all Parties and the Commissioner and recorded in the appropriate government offices prior to June 30, 2030.

3. GOVERNING BOARD.

A. A Governing Board of LEOs shall consist of the 16 Judge Executives and the Mayor. An Executive Committee is established to include the following: the Co-Chief Local Elected Officials ("CLEOs"), who shall serve as the Co-Chairs of the Governing Board and as the Co-Chairs of the Executive Committee (with the Co-Chairs alternating as Chair for each meeting), plus five (5) additional members. The additional members shall be selected from a majority vote of the Governing Board as set forth below. Members of the Executive Committee who are not the co-CLEOs shall serve for a term of two-years and may serve one (1) additional two year consecutive term.

The Governing Board has Bylaws in place and are filed with the EWDC.

B. The Governing Board shall, in accordance with federal and state law as amended or modified from time to time, and federal and state regulations and policies as amended or modified from time to time, by a duly called meeting of the Governing Board take the following actions:

- i. Selection of the Co-CLEOs, provided, however, the Mayor shall always be one of the Co-CLEOs;
- ii. Selection of Executive Committee Members
- iii. Designation of the fiscal agent;
- iv. Designation of a grant subrecipient;
- v. Authorization for the Co-CLEOs to request the Governor's consent for the local workforce development board (the "LWDB") to be the direct service provider;
- vi. Approval of the LWDB annual budget; and
- vii. Selection of the one-stop operators.

C. Unless otherwise provided herein, Co-CLEOs shall jointly make all other decisions and perform all other duties and functions assigned to the Chief Local Elected Official by the Federal Act, or by implementing federal or state regulations or policies as amended or modified from time to time. If the Co-CLEOs cannot agree on any matter, the Executive Committee will make the decision by a 2/3 super majority vote of all Executive Committee members.

4. PARTICIPATING LOCAL ELECTED OFFICIALS. Attached hereto and incorporated herein are the names, representation, and contact information for each LEO in the workforce development area and the Co-CLEOs. The information shall be updated as



necessary by submitting such updates to the LWDB and to the EWDC's Department of Workforce Investment.

## 5. DESIGNATION OF CO-CHIEF LOCAL ELECTED OFFICIALS

### A. The following selection or appointment process shall be followed:

- i. The Governing Board shall elect a LEO to serve as an At-Large Co-Chief Local Elected Official (CLEO) to serve with the LEO of the Lexington-Fayette Urban County Government as the other Co-CLEO. To be elected as the At-Large CLEO, the At-Large member shall receive a simple majority of the votes of the LEOs present at a meeting where there is a quorum.
- ii. The Co-CLEOs shall not serve as the highest-ranking officer on any Board or other entity that governs any local grant subrecipient, local fiscal agent, or service delivery provider.
- iii. The Co-CLEOs shall not derive any personal benefit or gain, directly or indirectly, by reason of his or her participation as the Co-CLEO of the local workforce development area.
- iv. The Co-CLEOs shall disclose to the Governing Board any personal interest which he or she may have in any matter pending before the organization and shall refrain from participation in any decision on such matter.
- v. The Co-CLEOs and his or her immediate family members shall not be a participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party doing business with the local workforce development area which results or may result in a personal benefit.

- vi. The Co-CLEOs shall not be a recipient, directly or indirectly, of any salary payments, loans, gifts of any kind, any free service, discounts, or other fees from, or on behalf, of any person or organization having transactions with the local workforce development area.
  - B. The term of the At-Large CLEO shall be two (2) years and may serve one (1) additional consecutive two-year term.
  - C. The Co-CLEOs shall jointly serve as the signatories for the LEOs related to Federal Act matters, unless the action has been approved by the Governing Board of LEOs, in which case either Co-CLEO may serve as the signatory for the LEOs related to Federal Act matters.
  - D. All duties or functions of the Co-CLEOs must be performed jointly, unless the action has been approved by the Governing Board of LEOs in which case either Co-CLEO may execute such documents or take such action as necessary to carry out the direction of the Governing Board of LEOs. No such matter shall be submitted to the Governing Board for a vote unless one or both Co-CLEO's report that they are unable to reach agreement and request a vote of the Governing Board.
6. DISPUTE RESOLUTION. If there is a dispute between the Co-CLEOs, either Co-CLEO shall call a meeting of the Executive Committee and the Executive Committee shall resolve the matter by 2/3 majority vote of all the Executive Committee members. If one of the Co-CLEOs is not satisfied with the resolution of the Executive Committee, then the unsatisfied Co-CLEO shall call a meeting of the Governing Board within five (5) business days of the Executive Committee meeting, and the Governing Board shall resolve the dispute by a 2/3 super majority vote of all the members. Other than Co-CLEO disputes, whenever any

dispute arises between the Parties, under this Agreement, the Parties may invoke Dispute Resolution and agree to seek resolution of such dispute as follows:

- A. The Parties will seek in good faith to resolve any such dispute by arranging a meeting between the Parties with authority to resolve the matter within five (5) business days after either Party receives notice of a dispute. If the Parties are unable to resolve the dispute informally within 10 working days, either Party may request the assistance of a mediator. The person selected as mediator shall be mutually agreed upon by the Parties. If the Parties cannot agree, then a mediator will be selected by the Executive Committee of the LEO's. If possible, the services of a volunteer, unpaid mediator should be utilized.
- B. If it proves impossible to arrive at a mutually satisfactory solution through mediation within 30 working days of the request for the mediator, and any Party may refer the dispute to an arbitrator, and all Parties will be required to submit this matter to the arbitrator, who will be authorized to make a decision regarding the dispute, and that decision will be final and binding on the Parties.

- 7. FISCAL AGENT OR GRANT SUBRECIPIENT DESIGNATION. The Governing Board shall designate the Fiscal Agent and Grant Subrecipient in accordance with federal and state law and federal and state regulations and policies as amended or modified from time to time.

Selection by either designation or procurement shall not relieve the LEOs of the liability for any misuse of grant funds as apportioned in this Agreement.

8. **LIABILITY:** The local jurisdictions of each LEO shall always remain liable for misuse of funds. In the event of a determination that a misuse of funds has occurred, the following priorities for recouping those funds shall apply:

- A. First Priority: fiscal agent or grant subrecipient shall attempt to recover funds from the contractor, agent or third party causing the liability;
- B. Second Priority: fiscal agent or grant subrecipient shall attempt to recover funds from an insurance carrier or bond issuer;
- C. Third Priority: fiscal agent or grant subrecipient shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
- D. Fourth Priority: fiscal agent or grant subrecipient shall repay the liability from its funds to the extent permitted by law; and,
- E. As a last resort and only to the extent required by the Federal Act as amended or modified from time to time, the Parties agree to cover unmet liabilities to the state and federal governments. The parties shall share liability to the state and federal governments equally.

9. **LOCAL AREA SERVICE DELIVERY PROVIDER.**

- A. As authorized in Section 107(g)(2) of the Federal Act as amended or modified from time to time, LWDB may provide career services described in Section 134(c)(2) through a one-stop delivery system or be designated or certified as a one-stop operator only with the agreement of the Co-CLEOs and Governor. The Governor's agreement must be obtained by the Co-CLEOs, after authorization by the Governing Board, in accordance with the Federal Act and state regulations as amended or modified from time to time.

- B. In cases where the LWDB does not seek to provide career services, any one-stop operator shall be designated or certified by the Governing Board through a competitive process in accordance with the Federal Act and state regulations and policies as amended or modified from time to time. The process shall be outlined in a Partnership Agreement between the LEOs and the LWDB. The LWDB shall enter into a Memorandum of Understanding for the one-stop delivery system in compliance with 20 CFR Sec. 678.500, as amended or modified from time to time, and/or other federal and state laws, regulations and policies.

#### 10. COMMUNICATION.

- A. The Executive Committee shall meet quarterly to discuss the activities within the workforce development area and to complete their responsibilities under the Federal Act as amended or modified from time to time. The Executive Committee also shall meet upon the request of the Co-CLEOs, the Governing Board, or a majority of the LEOs on the Executive Committee. The meetings shall be conducted in accordance with the Kentucky Open Meetings Act as amended or modified from time to time.
- B. No less than once a year, the LEO Governing Board and Bluegrass Workforce Innovation Board will conduct a joint meeting. The meeting will be held to jointly discuss strategic efforts and operations for the coming year as well as any updates from both organizations and other business as may be necessary. The chair of the meeting will rotate between one of the Co-CLEOs and the Workforce Board Chair. The Co-CLEOs and the Workforce Board Chair will jointly develop the agenda for

a joint meeting. The Workforce Board Chair will serve as Chair for the first joint meeting.

- C. The Co-CLEOs shall keep the LEOs informed regarding LWDB activities by the following process and procedure: draft minutes of any Governing Board or Executive Committee meeting shall be distributed to all LEOs within five (5) business days using the contact information provided in this Agreement with final minutes being distributed with the next meeting packet. Meeting minutes will be produced by the administrative staff to the LEOs. Additional information that the LEOs desire to review will be requested from the LWDB as outlined in the Partnership Agreement.

11. LOCAL WORKFORCE DEVELOPMENT BOARD BUDGET APPROVAL. The Governing Board shall review and, if acceptable, approve the local workforce development board annual budget pursuant to the following process:

- A. A meeting will be held among the Co-CLEOs and the members of the Executive Committee of the LWDB to reach agreement on a budget format and have a discussion regarding strategic priorities to be taken into consideration in the budget development process.
- B. A draft budget will be developed by the LWDB for review by the Co-CLEOs.
- C. The Co-CLEOs will review the proposed budget and provide feedback to the LWDB.
- D. The Executive Committee of the LWDB will review the feedback and develop a final draft budget to be presented to the Co-CLEOs.



- E. The Co-CLEOs will present the final draft budget for review by all LEOs and approval by the Governing Board.
- F. The final budget shall be presented and approved at the LWDB meeting. The LWDB chair and both CLEOs will then sign the final budget which will be presented to the fiscal agent and the grant subrecipient. If one of the Co-CLEO's will not sign the approved budget, one Co-CLEO may sign the budget upon approval of the Executive Committee of the LEO's. Upon passage, the approved budget and signatures will be forwarded to the EWDC.

## 12. LOCAL WORKFORCE DEVELOPMENT BOARD REPRESENTATION.

- A. The LWDB's member nomination, selection and confirmation shall comply with the Federal Act and state regulations and policies as amended or modified from time to time.
- B. The process for determining the initial size of the LWDB is as follows: the Co-CLEOs shall establish the initial size in accordance with the Federal Act and state regulations and policies as amended or modified from time to time, after consideration of fair and equitable representation.
- C. The process for selecting, appointing, removing or reappointing LWDB board members is as follows:
  - i. All local workforce development board members shall be appointed in accordance with the criteria established between the Governor and the Kentucky Workforce Investment Board in accordance with the Federal Act and state regulations and policies as amended or modified from time to time.

- ii. Local workforce development board members who no longer hold the position or status that made them eligible local board members must resign or be removed by the Co-CLEOs immediately as a representative of that entity (i.e., no longer work in the private sector, or no longer with an educational institution). For example, an appointee serving because of his or her employment in the private sector must resign or be removed if he or she retires or moves to the public sector.
- iii. The local workforce development board members must be actively engaged and employ staff in the sector in which they were appointed to represent.
- iv. Local workforce development board members replacing out-going member's mid-term will serve the remainder of the out-going member's term. A mid-term appointment shall represent the same industry sector that created the vacancy. A LEO Executive Committee board member replacing an outgoing member mid-term will also serve the remainder of the outgoing member's term once selected by the LEOs.
- v. Local workforce development board vacancies must be filled within a reasonable amount of time of the vacancy as determined by the local workforce development area, but no later than 90 days from occurrence. The Co-CLEOs are authorized to make all jointly agreed appointments and reappointments of members. Reappointments must be made within a reasonable time of the term expiration, but no later than 90 days thereafter. Waivers are to be requested in writing to the Division Director, Department of Workforce Investment with an explanation of why a vacancy was not filled

in the defined timeframe and a description of the process underway to fill the vacancy.

- vi. Local workforce development board members must be removed by the Co-CLEOs if any of the following occurs: documented violation of conflict of interest, failure to meet local workforce development board member representation requirements defined in the Federal Act and state regulations and policies as amended or modified from time to time, or documented proof of fraud and /or abuse. Local workforce development board members will be removed for not meeting attendance guidelines as set forth in local workforce development board bylaws.
- vii. Local workforce development board appointments do not require the signature of the LEOs, but rather only the signature of both the CoCLEOs. Co-CLEOs will jointly agree to and sign workforce development board appointments and jointly notify the LEO Executive Committee at the next committee meeting of the appointments. If the Co-CLEO's are unable to agree to an appointment, the Executive Committee of the LEO's may approve an appointment and one Co-CLEO may sign the appointment.

D. The term of office for local workforce development board members shall be staggered three (3) years based on initial appointments.

E. Local workforce development board members or members of a standing committee in accordance with Section 107(h)(i)(1) and (2) of the Federal Act as amended or modified from time to time, may not: vote on a matter under consideration by the local board

- i. Regarding the provision of services by such member (or by an entity that such member represents); or
- ii. That would provide direct financial benefit to such member or the immediate family of such member; or
- iii. Engage in any activity determined by the Governor to constitute a conflict of interest as specified in the state plan; or

F. A local workforce development board member may not have been an employee of the fiscal agent, grant sub-recipient or other contracted partner at any point or for any amount of time during the previous three (3) years.

G. The Local Workforce Development Board shall notify the LEOs of any changes desired to LWDB's By-Laws. The LEOs have the responsibility to confirm that By-Laws conform to the state and federal law, including but not limited to 20 C.F.R. sec. 679.310(g). No changes to the By-Laws will be effective until approved by the LEOs.

### 13. LOCAL WORKFORCE DEVELOPMENT BOARD COMPLIANCE WITH FEDERAL LAW AND PARTNERSHIP AGREEMENT

A. The Governing Board will enter into a Partnership Agreement with the LWDB to address the various Federal requirements relating to the process for development and approval of a local plan, including the review and approval of the local plan as required by 20 CFR Sec. 679.370(a) and WIOA Sec. 107(d)(1). If the local area is part of a planning region that includes other local areas, develop and submit a regional plan in collaboration with other local areas. If the local area is part of a planning region, the local plan must be submitted as a part of the regional plan.

- B. The Partnership Agreement shall also address: (1) the LWDB role in providing oversight of youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA sec. 134(c) and (d), and the entire one-stop delivery system in the local area; (2) ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area; (3) ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA sec. 116; and (4) the process by which the LWDB will negotiate and reach agreement with the Co-CLEOs and the Governor on local performance indicators.

14. SELECTION OF A NEW CO-CLEO. When a new Co-CLEO is selected in accordance with this Agreement, the newly selected Co-CLEO must submit to the LWDB and the Department of Workforce Investment, a written statement acknowledging that he or she:

- A. Has read, understands and will comply with the current Interlocal Agreement; and
- B. Has apprised the Department of Workforce Investment of the change in Co-CLEO designation.


15. SELECTION OF A NEW LEO. When a new LEO is elected within the local workforce development area, the newly elected official must submit to the local workforce development board a written statement acknowledging that he or she:

- A. Has read, understands, and will comply with the current Interlocal Agreement; and
- B. Reserves the option to request negotiations to amend the Interlocal Agreement at any time during the official's tenure as a LEO.

16. AMENDMENT. This Agreement may be amended by written consent of all the Parties subject to approval and recording in accordance with the State Act as amended or modified from time to time. A copy of any amendment approved in accordance with the State Act as amended or modified from time to time, shall be submitted to the EWDC and the local workforce development board.
17. INCORPORATION BY REFERENCE. The following documents, as such may be amended, modified or replaced in the future, are incorporated herein by reference and made a part of this agreement: the Federal Workforce Innovation and Opportunity Act; Kentucky Workforce Innovation Board Policy 15-001; Kentucky Workforce Innovation Board Policy 15-002; and Kentucky Workforce Innovation Board Policy 15-003.
18. SIGNATURES. By signing this Agreement, each local elected official certifies that his or her signature has been duly authorized by official action of his/her governmental body. The agreement may be executed in one or more counterparts, each of which, when combined with all other counterparts, will constitute a completely executed agreement subject to approval by the Department for Local Government and the EWDC.



**NOTE: Upon approval, please sign below your county name.**

<b>ANDERSON COUNTY</b>	<b>BOURBON COUNTY</b>
County Judge/Executive _____ Date _____	County Judge/Executive _____ Date _____
<b>BOYLE COUNTY</b>	<b>CLARK COUNTY</b>
County Judge/Executive _____ Date _____	County Judge/Executive _____ Date _____
<b>ESTILL COUNTY</b>	<b>FRANKLIN COUNTY</b>
County Judge/Executive _____ Date _____	County Judge/Executive _____ Date _____
<b>GARRARD COUNTY</b>	<b>HARRISON COUNTY</b>
County Judge/Executive _____ Date _____	County Judge/Executive _____ Date _____
<b>JESSAMINE COUNTY</b>	<b>LEXINGTON-FAYETTE COUNTY</b>
County Judge/Executive _____ Date _____	 Mayor _____ Date <u>7/17/2025</u>
<b>LINCOLN COUNTY</b>	<b>MADISON COUNTY</b>
County Judge/Executive _____ Date _____	County Judge/Executive _____ Date _____
<b>MERCER COUNTY</b>	<b>NICHOLAS COUNTY</b>
County Judge/Executive _____ Date _____	County Judge/Executive _____ Date _____
<b>POWELL COUNTY</b>	<b>SCOTT COUNTY</b>
County Judge/Executive _____ Date _____	County Judge/Executive _____ Date _____
<b>WOODFORD COUNTY</b>	<b>DEPARTMENT FOR LOCAL GOVERNMENT</b>
County Judge/Executive _____ Date _____	Commissioner _____ Date _____



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0534-25**

**File ID:** 0534-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 177-2025

**In Control:** Urban County  
Council

**File Created:** 05/23/2025

**Final Action:** 06/26/2025

**File Name:** Request Council authorization to execute a Memorandum of Understanding (MOU) with the Commonwealth of Kentucky Education and Labor Cabinet, Office of Unemployment Insurance for the Division of Police.

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Commonwealth of Ky. Education and Labor Cabinet, Office of Unemployment Insurance, to receive wage information at a cost not to exceed \$2,400. [Div. of Police, Weathers]

**Notes:** CILOO SAF in the CCO. Returned to Celia Moore 6/27/2025. MS

**Sponsors:**

**Enactment Date:** 06/26/2025

**Attachments:** 25- Blue Sheet Memo Commonwealth of KY MOU, LFUCG LPD - MOU OUI data-sharing bw 5.21.25, 534-25 ky ed cabinet 4903-4252-0648 v.1.doc, R-282-2025, Contract #177-2025, Contract #177-2025

**Enactment Number:** R-282-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	06/03/2025	Approved and Referred to Docket	Urban County Council	06/12/2025		Pass
2	Urban County Council	06/12/2025	Received First Reading	Urban County Council	06/26/2025		
2	Urban County Council	06/26/2025	Approved				Pass

## Text of Legislative File 0534-25

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Commonwealth of Ky.

Education and Labor Cabinet, Office of Unemployment Insurance, to receive wage information at a cost not to exceed \$2,400. [Div. of Police, Weathers]

**Summary**

Authorization to execute a Memorandum of Understanding with the Commonwealth of Kentucky Education and Labor Cabinet, Office of Unemployment Insurance for the Intelligence Unit with the Division of Police to provide wage information to help determine legitimate sources of income from illegal gains. At an annual cost of \$2,400 beginning in August 2025 through August 2029. Funds are Budgeted. (L0534-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 5/23/2025

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-96202

This Fiscal Year Impact: \$2,400

Annual Impact: \$2,400

Project: ST\_SALES\_2025

Activity: PROG INC

Budget Reference: 2025

Current Balance: \$13,014.60 in capital accounts



**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: MAY 23, 2025**

**SUBJECT: Memorandum of Understanding – The Commonwealth of Kentucky  
Education and Labor Cabinet, Office of Unemployment Insurance (OUI)**

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**Request:** Council authorization to execute a Memorandum of Understanding (MOU) with the Commonwealth of Kentucky Education and Labor Cabinet, Office of Unemployment Insurance for the Division of Police.

**Purpose of Request:** The Division of Police requests authorization to execute an MOU with the Commonwealth of Kentucky Education and Labor Cabinet, Office of Unemployment Insurance. The MOU will allow access to a database that would provide us with wage information directly from Education and Workforce Development Cabinet and help determine legitimate sources of income from illegal gains. Lexington Police, Intelligence Unit will serve as the users for the department. The term of the agreement is August 01, 2025 through August 31, 2029.

**Cost in this Budget year and future budget years:** Cost in is \$2,400 in FY2026 (\$600 quarterly) Annual recurring cost beginning in FY27 is \$2,400 per year through August 31, 2029. Future years funding is dependent upon availability of grant funding.

**Are the funds budgeted?** Yes, 3140-505506-5561-96202 ST\_SALES\_2025 PROG INC 2025

**File Number:** 0534-25

**Director/Commissioner:** Weathers/Armstrong



## **MEMORANDUM OF UNDERSTANDING**

BETWEEN THE COMMONWEALTH OF KENTUCKY  
EDUCATION & LABOR CABINET,  
OFFICE OF UNEMPLOYMENT INSURANCE

AND

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE  
DIVISION OF POLICE

This Memorandum of Understanding (“MOU”), is entered into by and between THE COMMONWEALTH OF KENTUCKY EDUCATION & LABOR CABINET, OFFICE OF UNEMPLOYMENT INSURANCE, (OUI), and THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE DIVISION OF POLICE, (LPD).

The term of this MOU shall be from August 1<sup>st</sup>, 2025 through August 31<sup>st</sup>, 2029. However, any party may cancel this MOU at any time upon thirty (30) days written notice or immediately for cause.

**Legal Authority.** This MOU supersedes all existing or any previous MOU made between the parties concerning the use or disclosure of confidential information. Where there is conflicting language between this MOU and any existing or a previous MOUs, this MOU shall take precedence.

- A. This MOU is executed in compliance with the following laws or regulations:
- (1) KRS 341.190 Unemployment Compensation: Records and Reports – Confidential Treatment – Exceptions
  - (2) KRS 341.220 Unemployment Compensation: Cooperation with other agencies
  - (3) Grants to States for Unemployment Compensation Administration, 42 U.S.C. §503,
  - (4) Code of Federal Regulations (CFR), Employee Benefits, Federal-State Unemployment Compensation Program, 20 CFR. §603.
  - (5) KRS 440.230, Execution of warrant.

The LPD has requested unemployment insurance information contained in the Unemployment Insurance database, to be used strictly in furtherance of official business in the normal course of duties and to fulfill statutory enforcement requirements.

The OUI and the LPD shall ensure all employees, representatives, or agents, to whom the parties may grant access to the data specified in this MOU, will abide by all terms, conditions, and restrictions of this MOU, including the confidential nature of the information; the security requirements of this MOU; and the sanctions specified in state and federal laws against unauthorized disclosure of information.

NOW THEREFORE, it is hereby mutually agreed by and between the parties that:

### **Information to be Shared:**

- 1) This request is being made for the purpose of:
  - a. LPD Law enforcement investigations, including those investigations related to unemployment compensation and public assistance fraud.
- 2) The following information is being requested:
  - a. On-line access to the OUI programs, such information including, but not limited to, wage records, unemployment insurance records, and wage audit records;
    - i. To obtain a physical or electronic copy of any data available from the OUI on-line programs, a request must be submitted in writing to the OUI. The written request must include the requesting agency employee's name, job title, specifically identify the requested records, and state the intended use of the requested unemployment insurance information. The written request shall be submitted to the OUI via email to the contact listed on "Attachment A". This describes the only authorized process to obtain a physical or electronic copy of unemployment insurance information. Any unauthorized printing, duplication, transfer, or screen capture of unemployment insurance information may result in the suspension or termination of this MOU.
    - ii. Upon request, the Records Custodian of the OUI shall certify the physical or electronic copy of unemployment insurance information in conformity with the requirements of Kentucky Rules of Evidence (KRE 902(11)(A) as a self-authenticating business record.

**Requirements:**

- 1) The LPD shall provide a list to the OUI of all employees, or contractors, their titles, and Social Security Numbers who will be permitted to have access to the OUI data. In addition, the LPD shall notify the OUI immediately of any such employee or contractor who terminates his/her employment with the LPD or whose job duties no longer require access to the OUI data. Further, the LPD agrees that all employees who have access to unemployment insurance data shall be required to read and sign a copy of the security forms and complete the trainings as well as the accompanying acknowledgements listed in "Attachment B". The LPD shall forward the signed and dated security statements to the OUI contact listed in "Attachment A" prior to access being provided to an employee or contractor.
- 2) The parties agree that the list of employees, signed security agreements, a written copy of internal security safeguards, acknowledgement, completed Confidentiality Acknowledgement forms, and any other information or notification required by the terms of this MOU to be provided by the LPD shall be sent to the contact listed in "Attachment A".
- 3) The LPD agrees that each employee or contractor with access to the OUI data shall annually execute a Confidentiality Acknowledgement form. The signed

Confidentiality Acknowledgement form shall be forwarded to the contact listed in “Attachment A” prior to access being provided to an employee or contractor.

- 4) The LPD assures the confidentiality of the unemployment insurance information received as required by KRS 341.190(4)(a).
- 5) An authorized representative of the LPD shall sign an Acknowledgement of Confidentiality on behalf of the LPD that it will adhere to all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance information; that all of its personnel having access to any disclosed unemployment insurance information have been instructed of all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance, including but not limited to KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, 20 CFR § 603, subpart B and this MOU, and the sanctions set forth in KRS 341.990 for the unauthorized disclosure of unemployment insurance information; and that any infraction of the confidentiality statutes, regulations, rules, requirements or procedures shall be fully and promptly reported, in writing, to the contact listed within “Attachment A” in accordance with 20 CFR § 603.9(b)(v)(B).
- 6) The LPD shall instruct all their personnel with access to the unemployment insurance information regarding the confidential nature of the unemployment insurance information; the confidentiality rules, requirements, and procedures of KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, and 20 CFR § 603, subpart B; and of the sanctions specified in KRS 341.990 for the unauthorized disclosure of unemployment insurance information.
- 7) The unemployment insurance information shall be used by the LPD only for the purpose(s) identified in this MOU.
- 8) The LPD shall not re-disclose any unemployment insurance information except as outlined in this MOU, by court order, or as required by law, and in accordance with KRS Chapter 341 and 20 CFR § 603, subpart B. Upon such redisclosure, LPD shall notify the OUI in writing within two (2) business days.
- 9) The LPD shall notify the OUI in writing within at least two (2) business days before disclosing any unemployment insurance information in a court proceeding, and shall request that any unemployment insurance information to be utilized in a court proceeding be filed under seal to maintain the confidentiality of those records.
- 10) In accordance with KRS 61.878(1)(k) and KRS 341.190(4), the OUI Data shall not be disclosed pursuant to an open records request.
- 11) The LPD shall provide to the OUI, with this signed MOU, a written copy of their internal security safeguards to ensure that information obtained from the OUI shall be protected against unauthorized access or disclosure.
- 12) The unemployment insurance information shall be stored in a place physically secure from access by unauthorized persons and processed in such a way that



unauthorized persons cannot retrieve the information by means of computer, remote terminal, or any other means.

- 13) The LPD shall immediately shred or delete any unemployment insurance information disclosed or obtained pursuant to this MOU, including any copies thereof, after the purpose for which the information was disclosed is served.
- 14) The LPD shall permit the OUI to make unannounced on-site inspections to audit and to ensure that the requirements of all state and federal unemployment insurance confidentiality laws, rules, requirements, and procedures are being met.
- 15) In accordance with 20 CFR Section 603.9(b)(1)(vii), the OUI will periodically conduct an audit with a sample of transactions in which the OUI data was accessed. The audit will ensure that the person receiving the information has on file a signed Confidentiality Acknowledgement authorizing the access.
- 16) The LPD shall report, as soon as possible, but no later than 24 hours, a suspected security breach of the OUI data to [elc.securityincidents@ky.gov](mailto:elc.securityincidents@ky.gov) and to the OUI.
- 17) If any party knows of any occurrence, activity, or practice that constitutes a material breach or violation of the MOU, the party agrees to notify the remaining parties through the contact information listed in "Attachment A" in writing within two (2) business days of determining that such occurrence, activity, or practice constitutes a material breach or violation of this MOU and must take reasonable steps to cure the material breach or end the violation. If the steps are unsuccessful, the MOU may be terminated.
- 18) The LPD shall comply with all applicable requirements in KRS 61.931 to 61.934 to implement, maintain and update security, breach investigation and notification procedures and practices, including taking any appropriate corrective action, to protect and safeguard the unemployment insurance information against any unauthorized access, use, modification, disclosure, manipulation, or destruction. All notification and investigation costs due to a security breach of unemployment insurance information provided to the LPD under this MOU shall be the responsibility of the LPD.
- 19) Failure to comply with any provision of this MOU by the LPD shall result in suspension of this MOU by the OUI, at its discretion, until the OUI is satisfied that corrective action has been taken and there is compliance with this MOU. In the absence of prompt and satisfactory corrective action, OUI may exercise an option to cancel this MOU and the LPD shall surrender to the OUI all unemployment insurance information, including copies, obtained under this MOU which has not previously been returned to the OUI and any other information relevant to the MOU.

**Cost:**

- 1) The LPD will be responsible for the OUI's costs associated with providing the requested physical or electronic copy of unemployment insurance information.
  - a. Online access to OUI data programs is \$25 per person, per program, per month and are billed quarterly.
  - b. Data files will be quoted for estimated work necessary to produce requested file and will be provided to agency for approval prior to work being completed.

**Additional Provisions:**

- 1) In the event that the LPD, its employees or contractors, are sued or held liable in a claim or lawsuit arising from any disclosure of information received under this MOU by its employees, the LPD hereby agrees to notify the OUI through the contact information listed in "Attachment A" in writing within five (5) business days and LPD agrees to defend such claim or lawsuit, and assume responsibility for any and all expenses, costs, or liabilities arising there from.
- 2) In the event that the OUI, its employees or agents, are sued or held liable in a claim or lawsuit arising from the LPD, its employees' or agents' disclosure of information received under this MOU, the LPD hereby agrees to indemnify to the extent permitted by law the OUI for any and all liability, loss or damage the OUI may suffer as a result of claims, demands, costs, or judgments against the OUI. The OUI will notify the LPD of any such claim or lawsuit and provide the LPD an opportunity to defend and settle any such claim or lawsuit. This shall not be deemed a waiver of sovereign immunity or any other third party defense.
- 3) The terms and conditions of this MOU may be amended by mutual written consent of the parties. This MOU is effective and binding upon execution of the parties. All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this MOU, shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky with each party to bear their own costs and attorneys' fees.

FIRST PARTY

KENTUCKY EDUCATION AND LABOR CABINET,  
OFFICE OF UNEMPLOYMENT INSURANCE

\_\_\_\_\_  
GREG HIGGINS  
OUI EXECUTIVE DIRECTOR  
EDUCATION AND LABOR CABINET

\_\_\_\_\_  
DATE

EXAMINED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CHARLES R. WHEATLEY  
DEPUTY GENERAL COUNSEL  
EDUCATION AND LABOR CABINET

\_\_\_\_\_  
DATE

SECOND PARTY:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT,  
LEXINGTON POLICE DEPARTMENT

\_\_\_\_\_  
LINDA GORTON  
MAYOR  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

\_\_\_\_\_  
DATE

EXAMINED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MICHAEL R. SANNER  
ATTORNEY SR.  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

\_\_\_\_\_  
DATE

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMONWEALTH OF KENTUCKY EDUCATION AND LABOR CABINET, OFFICE OF UNEMPLOYMENT INSURANCE, TO RECEIVE WAGE INFORMATION AT A COST NOT TO EXCEED \$2,400.00.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with the Commonwealth of Kentucky Education and Labor Cabinet Office of Unemployment Insurance to receive wage information.

Section 2 - That an amount, not to exceed the sum of \$2,400.00, be and hereby is approved for payment to the Commonwealth of Kentucky Education and Labor Cabinet Office of Unemployment Insurance, from account #3140-505506-96202.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

534-25-25:MRS: 4903-4252-0648, v. 1

RESOLUTION NO. 282-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMONWEALTH OF KENTUCKY EDUCATION AND LABOR CABINET, OFFICE OF UNEMPLOYMENT INSURANCE, TO RECEIVE WAGE INFORMATION AT A COST NOT TO EXCEED \$2,400.00.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with the Commonwealth of Kentucky Education and Labor Cabinet Office of Unemployment Insurance to receive wage information.

Section 2 - That an amount, not to exceed the sum of \$2,400.00, be and hereby is approved for payment to the Commonwealth of Kentucky Education and Labor Cabinet Office of Unemployment Insurance, from account #3140-505506-96202.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 26, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

534-25-25:MRS: 4903-4252-0648, v. 1

**MEMORANDUM OF UNDERSTANDING**

BETWEEN THE COMMONWEALTH OF KENTUCKY  
EDUCATION & LABOR CABINET,  
OFFICE OF UNEMPLOYMENT INSURANCE

AND

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE  
DIVISION OF POLICE

This Memorandum of Understanding ("MOU"), is entered into by and between THE COMMONWEALTH OF KENTUCKY EDUCATION & LABOR CABINET, OFFICE OF UNEMPLOYMENT INSURANCE, (OUI), and THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE DIVISION OF POLICE, (LPD).

The term of this MOU shall be from August 1<sup>st</sup>, 2025 through August 31<sup>st</sup>, 2029. However, any party may cancel this MOU at any time upon thirty (30) days written notice or immediately for cause.

**Legal Authority.** This MOU supersedes all existing or any previous MOU made between the parties concerning the use or disclosure of confidential information. Where there is conflicting language between this MOU and any existing or a previous MOUs, this MOU shall take precedence.

- A. This MOU is executed in compliance with the following laws or regulations:
- (1) KRS 341.190 Unemployment Compensation: Records and Reports – Confidential Treatment – Exceptions
  - (2) KRS 341.220 Unemployment Compensation: Cooperation with other agencies
  - (3) Grants to States for Unemployment Compensation Administration, 42 U.S.C. §503,
  - (4) Code of Federal Regulations (CFR), Employee Benefits, Federal-State Unemployment Compensation Program, 20 CFR. §603.
  - (5) KRS 440.230, Execution of warrant.

The LPD has requested unemployment insurance information contained in the Unemployment Insurance database, to be used strictly in furtherance of official business in the normal course of duties and to fulfill statutory enforcement requirements.

The OUI and the LPD shall ensure all employees, representatives, or agents, to whom the parties may grant access to the data specified in this MOU, will abide by all terms, conditions, and restrictions of this MOU, including the confidential nature of the information; the security requirements of this MOU; and the sanctions specified in state and federal laws against unauthorized disclosure of information.

NOW THEREFORE, it is hereby mutually agreed by and between the parties that:

**Information to be Shared:**

- 1) This request is being made for the purpose of:
  - a. LPD Law enforcement investigations, including those investigations related to unemployment compensation and public assistance fraud.
- 2) The following information is being requested:
  - a. On-line access to the OUI programs, such information including, but not limited to, wage records, unemployment insurance records, and wage audit records;
    - i. To obtain a physical or electronic copy of any data available from the OUI on-line programs, a request must be submitted in writing to the OUI. The written request must include the requesting agency employee's name, job title, specifically identify the requested records, and state the intended use of the requested unemployment insurance information. The written request shall be submitted to the OUI via email to the contact listed on "Attachment A". This describes the only authorized process to obtain a physical or electronic copy of unemployment insurance information. Any unauthorized printing, duplication, transfer, or screen capture of unemployment insurance information may result in the suspension or termination of this MOU.
    - ii. Upon request, the Records Custodian of the OUI shall certify the physical or electronic copy of unemployment insurance information in conformity with the requirements of Kentucky Rules of Evidence (KRE 902(11)(A)) as a self-authenticating business record.

#### **Requirements:**

- 1) The LPD shall provide a list to the OUI of all employees, or contractors, their titles, and Social Security Numbers who will be permitted to have access to the OUI data. In addition, the LPD shall notify the OUI immediately of any such employee or contractor who terminates his/her employment with the LPD or whose job duties no longer require access to the OUI data. Further, the LPD agrees that all employees who have access to unemployment insurance data shall be required to read and sign a copy of the security forms and complete the trainings as well as the accompanying acknowledgements listed in "Attachment B". The LPD shall forward the signed and dated security statements to the OUI contact listed in "Attachment A" prior to access being provided to an employee or contractor.
- 2) The parties agree that the list of employees, signed security agreements, a written copy of internal security safeguards, acknowledgement, completed Confidentiality Acknowledgement forms, and any other information or notification required by the terms of this MOU to be provided by the LPD shall be sent to the contact listed in "Attachment A".
- 3) The LPD agrees that each employee or contractor with access to the OUI data shall annually execute a Confidentiality Acknowledgement form. The signed



Confidentiality Acknowledgement form shall be forwarded to the contact listed in "Attachment A" prior to access being provided to an employee or contractor.

- 4) The LPD assures the confidentiality of the unemployment insurance information received as required by KRS 341.190(4)(a).
- 5) An authorized representative of the LPD shall sign an Acknowledgement of Confidentiality on behalf of the LPD that it will adhere to all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance information; that all of its personnel having access to any disclosed unemployment insurance information have been instructed of all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance, including but not limited to KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, 20 CFR § 603, subpart B and this MOU, and the sanctions set forth in KRS 341.990 for the unauthorized disclosure of unemployment insurance information; and that any infraction of the confidentiality statutes, regulations, rules, requirements or procedures shall be fully and promptly reported, in writing, to the contact listed within "Attachment A" in accordance with 20 CFR § 603.9(b)(v)(B).
- 6) The LPD shall instruct all their personnel with access to the unemployment insurance information regarding the confidential nature of the unemployment insurance information; the confidentiality rules, requirements, and procedures of KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, and 20 CFR § 603, subpart B; and of the sanctions specified in KRS 341.990 for the unauthorized disclosure of unemployment insurance information.
- 7) The unemployment insurance information shall be used by the LPD only for the purpose(s) identified in this MOU.
- 8) The LPD shall not re-disclose any unemployment insurance information except as outlined in this MOU, by court order, or as required by law, and in accordance with KRS Chapter 341 and 20 CFR § 603, subpart B. Upon such redisclosure, LPD shall notify the OUI in writing within two (2) business days.
- 9) The LPD shall notify the OUI in writing within at least two (2) business days before disclosing any unemployment insurance information in a court proceeding, and shall request that any unemployment insurance information to be utilized in a court proceeding be filed under seal to maintain the confidentiality of those records.
- 10) In accordance with KRS 61.878(1)(k) and KRS 341.190(4), the OUI Data shall not be disclosed pursuant to an open records request.
- 11) The LPD shall provide to the OUI, with this signed MOU, a written copy of their internal security safeguards to ensure that information obtained from the OUI shall be protected against unauthorized access or disclosure.
- 12) The unemployment insurance information shall be stored in a place physically secure from access by unauthorized persons and processed in such a way that

unauthorized persons cannot retrieve the information by means of computer, remote terminal, or any other means.

- 13) The LPD shall immediately shred or delete any unemployment insurance information disclosed or obtained pursuant to this MOU, including any copies thereof, after the purpose for which the information was disclosed is served.
- 14) The LPD shall permit the OUI to make unannounced on-site inspections to audit and to ensure that the requirements of all state and federal unemployment insurance confidentiality laws, rules, requirements, and procedures are being met.
- 15) In accordance with 20 CFR Section 603.9(b)(1)(vii), the OUI will periodically conduct an audit with a sample of transactions in which the OUI data was accessed. The audit will ensure that the person receiving the information has on file a signed Confidentiality Acknowledgement authorizing the access.
- 16) The LPD shall report, as soon as possible, but no later than 24 hours, a suspected security breach of the OUI data to [elc.securityincidents@ky.gov](mailto:elc.securityincidents@ky.gov) and to the OUI.
- 17) If any party knows of any occurrence, activity, or practice that constitutes a material breach or violation of the MOU, the party agrees to notify the remaining parties through the contact information listed in "Attachment A" in writing within two (2) business days of determining that such occurrence, activity, or practice constitutes a material breach or violation of this MOU and must take reasonable steps to cure the material breach or end the violation. If the steps are unsuccessful, the MOU may be terminated.
- 18) The LPD shall comply with all applicable requirements in KRS 61.931 to 61.934 to implement, maintain and update security, breach investigation and notification procedures and practices, including taking any appropriate corrective action, to protect and safeguard the unemployment insurance information against any unauthorized access, use, modification, disclosure, manipulation, or destruction. All notification and investigation costs due to a security breach of unemployment insurance information provided to the LPD under this MOU shall be the responsibility of the LPD.
- 19) Failure to comply with any provision of this MOU by the LPD shall result in suspension of this MOU by the OUI, at its discretion, until the OUI is satisfied that corrective action has been taken and there is compliance with this MOU. In the absence of prompt and satisfactory corrective action, OUI may exercise an option to cancel this MOU and the LPD shall surrender to the OUI all unemployment insurance information, including copies, obtained under this MOU which has not previously been returned to the OUI and any other information relevant to the MOU.

**Cost:**

- 1) The LPD will be responsible for the OUI's costs associated with providing the requested physical or electronic copy of unemployment insurance information.
  - a. Online access to OUI data programs is \$25 per person, per program, per month and are billed quarterly.
  - b. Data files will be quoted for estimated work necessary to produce requested file and will be provided to agency for approval prior to work being completed.

**Additional Provisions:**

- 1) In the event that the LPD, its employees or contractors, are sued or held liable in a claim or lawsuit arising from any disclosure of information received under this MOU by its employees, the LPD hereby agrees to notify the OUI through the contact information listed in "Attachment A" in writing within five (5) business days and LPD agrees to defend such claim or lawsuit, and assume responsibility for any and all expenses, costs, or liabilities arising there from.
- 2) In the event that the OUI, its employees or agents, are sued or held liable in a claim or lawsuit arising from the LPD, its employees' or agents' disclosure of information received under this MOU, the LPD hereby agrees to indemnify to the extent permitted by law the OUI for any and all liability, loss or damage the OUI may suffer as a result of claims, demands, costs, or judgments against the OUI. The OUI will notify the LPD of any such claim or lawsuit and provide the LPD an opportunity to defend and settle any such claim or lawsuit. This shall not be deemed a waiver of sovereign immunity or any other third party defense.
- 3) The terms and conditions of this MOU may be amended by mutual written consent of the parties. This MOU is effective and binding upon execution of the parties. All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this MOU, shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky with each party to bear their own costs and attorneys' fees.

## FIRST PARTY

KENTUCKY EDUCATION AND LABOR CABINET,  
OFFICE OF UNEMPLOYMENT INSURANCE

\_\_\_\_\_  
GREG HIGGINS  
OUI EXECUTIVE DIRECTOR  
EDUCATION AND LABOR CABINET

\_\_\_\_\_  
DATE

EXAMINED AS TO FORM AND LEGALITY

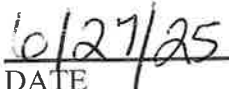
\_\_\_\_\_  
CHARLES R. WHEATLEY  
DEPUTY GENERAL COUNSEL  
EDUCATION AND LABOR CABINET

\_\_\_\_\_  
DATE

## SECOND PARTY:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT,  
LEXINGTON POLICE DEPARTMENT

  
\_\_\_\_\_  
LINDA GORTON  
MAYOR  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

  
\_\_\_\_\_  
DATE

EXAMINED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MICHAEL R. SANNER  
ATTORNEY SR.  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

\_\_\_\_\_  
DATE

**MEMORANDUM OF UNDERSTANDING**

BETWEEN THE COMMONWEALTH OF KENTUCKY  
EDUCATION & LABOR CABINET,  
OFFICE OF UNEMPLOYMENT INSURANCE

AND

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE  
DIVISION OF POLICE

This Memorandum of Understanding ("MOU"), is entered into by and between THE COMMONWEALTH OF KENTUCKY EDUCATION & LABOR CABINET, OFFICE OF UNEMPLOYMENT INSURANCE, (OUI), and THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE DIVISION OF POLICE, (LPD).

The term of this MOU shall be from August 1<sup>st</sup>, 2025 through August 31<sup>st</sup>, 2029. However, any party may cancel this MOU at any time upon thirty (30) days written notice or immediately for cause.

**Legal Authority.** This MOU supersedes all existing or any previous MOU made between the parties concerning the use or disclosure of confidential information. Where there is conflicting language between this MOU and any existing or a previous MOUs, this MOU shall take precedence.

- A. This MOU is executed in compliance with the following laws or regulations:
- (1) KRS 341.190 Unemployment Compensation: Records and Reports – Confidential Treatment – Exceptions
  - (2) KRS 341.220 Unemployment Compensation: Cooperation with other agencies
  - (3) Grants to States for Unemployment Compensation Administration, 42 U.S.C. §503,
  - (4) Code of Federal Regulations (CFR), Employee Benefits, Federal-State Unemployment Compensation Program, 20 CFR. §603.
  - (5) KRS 440.230, Execution of warrant.

The LPD has requested unemployment insurance information contained in the Unemployment Insurance database, to be used strictly in furtherance of official business in the normal course of duties and to fulfill statutory enforcement requirements.

The OUI and the LPD shall ensure all employees, representatives, or agents, to whom the parties may grant access to the data specified in this MOU, will abide by all terms, conditions, and restrictions of this MOU, including the confidential nature of the information; the security requirements of this MOU; and the sanctions specified in state and federal laws against unauthorized disclosure of information.

NOW THEREFORE, it is hereby mutually agreed by and between the parties that:

**Information to be Shared:**

- 1) This request is being made for the purpose of:
  - a. LPD Law enforcement investigations, including those investigations related to unemployment compensation and public assistance fraud.
- 2) The following information is being requested:
  - a. On-line access to the OUI programs, such information including, but not limited to, wage records, unemployment insurance records, and wage audit records;
    - i. To obtain a physical or electronic copy of any data available from the OUI on-line programs, a request must be submitted in writing to the OUI. The written request must include the requesting agency employee's name, job title, specifically identify the requested records, and state the intended use of the requested unemployment insurance information. The written request shall be submitted to the OUI via email to the contact listed on "Attachment A". This describes the only authorized process to obtain a physical or electronic copy of unemployment insurance information. Any unauthorized printing, duplication, transfer, or screen capture of unemployment insurance information may result in the suspension or termination of this MOU.
    - ii. Upon request, the Records Custodian of the OUI shall certify the physical or electronic copy of unemployment insurance information in conformity with the requirements of Kentucky Rules of Evidence (KRE 902(11)(A) as a self-authenticating business record.

#### **Requirements:**

- 1) The LPD shall provide a list to the OUI of all employees, or contractors, their titles, and Social Security Numbers who will be permitted to have access to the OUI data. In addition, the LPD shall notify the OUI immediately of any such employee or contractor who terminates his/her employment with the LPD or whose job duties no longer require access to the OUI data. Further, the LPD agrees that all employees who have access to unemployment insurance data shall be required to read and sign a copy of the security forms and complete the trainings as well as the accompanying acknowledgements listed in "Attachment B". The LPD shall forward the signed and dated security statements to the OUI contact listed in "Attachment A" prior to access being provided to an employee or contractor.
- 2) The parties agree that the list of employees, signed security agreements, a written copy of internal security safeguards, acknowledgement, completed Confidentiality Acknowledgement forms, and any other information or notification required by the terms of this MOU to be provided by the LPD shall be sent to the contact listed in "Attachment A".
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Confidentiality Acknowledgement form shall be forwarded to the contact listed in "Attachment A" prior to access being provided to an employee or contractor.

- 4) The LPD assures the confidentiality of the unemployment insurance information received as required by KRS 341.190(4)(a).
- 5) An authorized representative of the LPD shall sign an Acknowledgement of Confidentiality on behalf of the LPD that it will adhere to all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance information; that all of its personnel having access to any disclosed unemployment insurance information have been instructed of all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance, including but not limited to KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, 20 CFR § 603, subpart B and this MOU, and the sanctions set forth in KRS 341.990 for the unauthorized disclosure of unemployment insurance information; and that any infraction of the confidentiality statutes, regulations, rules, requirements or procedures shall be fully and promptly reported, in writing, to the contact listed within "Attachment A" in accordance with 20 CFR § 603.9(b)(v)(B).
- 6) The LPD shall instruct all their personnel with access to the unemployment insurance information regarding the confidential nature of the unemployment insurance information; the confidentiality rules, requirements, and procedures of KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, and 20 CFR § 603, subpart B; and of the sanctions specified in KRS 341.990 for the unauthorized disclosure of unemployment insurance information.
- 7) The unemployment insurance information shall be used by the LPD only for the purpose(s) identified in this MOU.
- 8) The LPD shall not re-disclose any unemployment insurance information except as outlined in this MOU, by court order, or as required by law, and in accordance with KRS Chapter 341 and 20 CFR § 603, subpart B. Upon such redisclosure, LPD shall notify the OUI in writing within two (2) business days.
- 9) The LPD shall notify the OUI in writing within at least two (2) business days before disclosing any unemployment insurance information in a court proceeding, and shall request that any unemployment insurance information to be utilized in a court proceeding be filed under seal to maintain the confidentiality of those records.
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- 11) The LPD shall provide to the OUI, with this signed MOU, a written copy of their internal security safeguards to ensure that information obtained from the OUI shall be protected against unauthorized access or disclosure.
- 12) The unemployment insurance information shall be stored in a place physically secure from access by unauthorized persons and processed in such a way that



unauthorized persons cannot retrieve the information by means of computer, remote terminal, or any other means.

- 13) The LPD shall immediately shred or delete any unemployment insurance information disclosed or obtained pursuant to this MOU, including any copies thereof, after the purpose for which the information was disclosed is served.
- 14) The LPD shall permit the OUI to make unannounced on-site inspections to audit and to ensure that the requirements of all state and federal unemployment insurance confidentiality laws, rules, requirements, and procedures are being met.
- 15) In accordance with 20 CFR Section 603.9(b)(1)(vii), the OUI will periodically conduct an audit with a sample of transactions in which the OUI data was accessed. The audit will ensure that the person receiving the information has on file a signed Confidentiality Acknowledgement authorizing the access.
- 16) The LPD shall report, as soon as possible, but no later than 24 hours, a suspected security breach of the OUI data to [elc.securityincidents@ky.gov](mailto:elc.securityincidents@ky.gov) and to the OUI.
- 17) If any party knows of any occurrence, activity, or practice that constitutes a material breach or violation of the MOU, the party agrees to notify the remaining parties through the contact information listed in "Attachment A" in writing within two (2) business days of determining that such occurrence, activity, or practice constitutes a material breach or violation of this MOU and must take reasonable steps to cure the material breach or end the violation. If the steps are unsuccessful, the MOU may be terminated.
- 18) The LPD shall comply with all applicable requirements in KRS 61.931 to 61.934 to implement, maintain and update security, breach investigation and notification procedures and practices, including taking any appropriate corrective action, to protect and safeguard the unemployment insurance information against any unauthorized access, use, modification, disclosure, manipulation, or destruction. All notification and investigation costs due to a security breach of unemployment insurance information provided to the LPD under this MOU shall be the responsibility of the LPD.
- 19) Failure to comply with any provision of this MOU by the LPD shall result in suspension of this MOU by the OUI, at its discretion, until the OUI is satisfied that corrective action has been taken and there is compliance with this MOU. In the absence of prompt and satisfactory corrective action, OUI may exercise an option to cancel this MOU and the LPD shall surrender to the OUI all unemployment insurance information, including copies, obtained under this MOU which has not previously been returned to the OUI and any other information relevant to the MOU.

**Cost:**

- 1) The LPD will be responsible for the OUI's costs associated with providing the requested physical or electronic copy of unemployment insurance information.
  - a. Online access to OUI data programs is \$25 per person, per program, per month and are billed quarterly.
  - b. Data files will be quoted for estimated work necessary to produce requested file and will be provided to agency for approval prior to work being completed.

**Additional Provisions:**

- 1) In the event that the LPD, its employees or contractors, are sued or held liable in a claim or lawsuit arising from any disclosure of information received under this MOU by its employees, the LPD hereby agrees to notify the OUI through the contact information listed in "Attachment A" in writing within five (5) business days and LPD agrees to defend such claim or lawsuit, and assume responsibility for any and all expenses, costs, or liabilities arising there from.
- 2) In the event that the OUI, its employees or agents, are sued or held liable in a claim or lawsuit arising from the LPD, its employees' or agents' disclosure of information received under this MOU, the LPD hereby agrees to indemnify to the extent permitted by law the OUI for any and all liability, loss or damage the OUI may suffer as a result of claims, demands, costs, or judgments against the OUI. The OUI will notify the LPD of any such claim or lawsuit and provide the LPD an opportunity to defend and settle any such claim or lawsuit. This shall not be deemed a waiver of sovereign immunity or any other third party defense.
- 3) The terms and conditions of this MOU may be amended by mutual written consent of the parties. This MOU is effective and binding upon execution of the parties. All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this MOU, shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky with each party to bear their own costs and attorneys' fees.

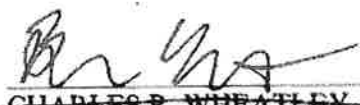
## FIRST PARTY

KENTUCKY EDUCATION AND LABOR CABINET,  
OFFICE OF UNEMPLOYMENT INSURANCE

  
 GREG HIGGINS  
 OUI EXECUTIVE DIRECTOR  
 EDUCATION AND LABOR CABINET

7/24/2025  
 DATE

## EXAMINED AS TO FORM AND LEGALITY

  
~~CHARLES R. WHEATLEY~~ *Deron M. Edgart*  
~~DEPUTY GENERAL COUNSEL~~ *General Counsel*  
 EDUCATION AND LABOR CABINET  
*Workforce Development Legal Division*

7-23-25  
 DATE

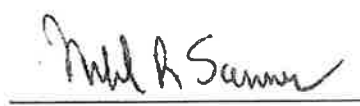
## SECOND PARTY:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT,  
LEXINGTON POLICE DEPARTMENT

  
 LINDA GORTON  
 MAYOR  
 LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

6/27/25  
 DATE

## EXAMINED AS TO FORM AND LEGALITY

  
 MICHAEL R. SANNER  
 ATTORNEY SR.  
 LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

6-30-25  
 DATE

**ADDENDUM**

TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COMMONWEALTH OF KENTUCKY  
EDUCATION & LABOR CABINET  
OFFICE OF UNEMPLOYMENT INSURANCE

AND

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
ON BEHALF OF THE DIVISION OF POLICE

This addendum to the Memorandum of Understanding ("MOU") describes the change in authority on the signature page only and neither alters nor amends the terms and conditions of the MOU. Charles W. Wheatley, Deputy General Counsel for the Commonwealth of Kentucky Education and Labor Cabinet's Office of Legal Services, is no longer employed by the Commonwealth of Kentucky Education and Labor Cabinet. Accordingly, Mr. Wheatley's authority to sign the MOU has been rescinded and has been granted to Deron M. Eckert, General Counsel for the Commonwealth of Kentucky Education and Labor Cabinet's Workforce Development Legal Division. Please see edits on the signature page for this change in authority.

The undersigned executes this Addendum on behalf of the Commonwealth of Kentucky Education and Labor Cabinet as a person duly authorized to do so.



DERON M. ECKERT  
GENERAL COUNSEL  
EDUCATION AND LABOR CABINET  
WORKFORCE DEVELOPMENT LEGAL DIVISION

7-23-25

DATE

## ATTACHMENT A

To the Memorandum of Understanding between:  
 Kentucky Education & Labor Cabinet, Office of Unemployment Insurance (OUI)  
 and  
 Lexington Fayette Urban County Government on Behalf of the Division of Police (LPD)

### KY OUI Program Code Access Requested:

- 42: UI Employer Status and Account Inquiry. This program provides employer information pertaining to tax status and quarterly tax payments. This program will indicate an employer's current status. This program also displays the employer's name, KEIN, FEIN, address, and phone.
- 48: Wage File Data. This program provide data from the claimant's wage file based on their social security number.
- 4B: UI Menu (Claim Information). This program shows a summary of the claimant's contact information and claims filed. This includes claims data, payment data, employer charge data, and payment information.
- 4W: Wage File Data. Similar Wage File Data but searchable by SSN, employe number and quarter/year, and batch and report number.

### 1. Contact Information for all access and confidentiality forms:

- a. Jeannie Stratton  
 Staff Assistant, Office of Unemployment Insurance  
 Kentucky Education and Labor Cabinet  
 500 Mero Street, 4SE32  
 Frankfort, KY 40601  
 (502) 782-3093  
[jeannied.stratton@ky.gov](mailto:jeannied.stratton@ky.gov)

### 2. Contact information for all security questions, breach notifications or violations of the agreement:

- a. Rebecca Rodgers Johnson  
 Executive Director, Office of Policy and Audit  
 Kentucky Education and Labor Cabinet  
 500 Mero Street, 363SC  
 Frankfort, KY 40601  
 (502)782-1350  
[rebecca.rodgers@ky.gov](mailto:rebecca.rodgers@ky.gov)

### 3. Contact information for questions pertaining to the agreement:

- a. Jeff Smith  
 Staff Assistant, Office of Policy and Audit  
 Kentucky Education and Labor Cabinet  
 500 Mero Street, 363SC  
 Frankfort, KY 40601  
 502-564-0319  
[jeff.smith@ky.gov](mailto:jeff.smith@ky.gov)

4. Contact information for printed information:

- a. Haley Presley  
Executive Staff Advisor, Office of Unemployment Insurance  
Kentucky Education and Labor Cabinet  
500 Mero Street, 4C  
Frankfort, KY 40601  
(502)782-3132  
[OUI.CDO.OpenRecords@ky.gov](mailto:OUI.CDO.OpenRecords@ky.gov) and [haleys.presley@ky.gov](mailto:haleys.presley@ky.gov)

5. Contact information for General Counsel:

- a. Jessica Williamson  
General Counsel  
Kentucky Education and Labor Cabinet  
500 Mero Street, 3<sup>rd</sup> Floor  
Frankfort, KY 40601  
(502)782-3230  
[jessica.williamson@ky.gov](mailto:jessica.williamson@ky.gov)

## ATTACHMENT B

To the Memorandum of Understanding between:  
 Kentucky Education & Labor Cabinet, Office of Unemployment Insurance (OUI)  
 and  
 Lexington Fayette Urban County Government on Behalf of the Division of Police (LPD)

Section 6 of the MOU requires that LPD employees or contractors that are given access to unemployment insurance data by OUI will be required to review, complete and sign acknowledgements for the following:

1. KELC Security Awareness Training and Acknowledgement;
2. COT Security Awareness Training and Acknowledgement;
3. KELC Internal Security Handbook and Acknowledgement;
4. ELC – Security Agreement (Outside Agency);

All signed security forms and acknowledgement forms for training completion shall be provided to the individuals identified in the contact list in Attachment A, prior to an employee or contractor of LPD being provided access to unemployment insurance data pursuant to the MOU.

These requirements shall be updated when deemed necessary by the Office of Unemployment Insurance. Updates to Attachment B will be provided to LPD via the contact identified in Attachment A.

Revised On: \_\_\_\_\_



# CONFIDENTIALITY ACKNOWLEDGMENT FOR AGENCY

I, Linda Gorton, am an authorized representative of LFVCC. I hereby acknowledge on behalf of the stated agency that it will adhere to all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance information; that all of its personnel having access to any disclosed unemployment insurance information have been instructed of all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance, including but not limited to KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, 20 CFR § 603, subpart B and this agreement, and the sanctions set forth in KRS 341.990 for the unauthorized disclosure of unemployment insurance information; and that any infraction of the confidentiality statutes, regulations, rules, requirements or procedures shall be fully and promptly reported, in writing, to the Executive Director of the Office of Unemployment Insurance, 500 Mero Street, Frankfort, Kentucky 40601.

Linda Gorton  
Authorized Representative

Mayor  
Title

7/29/2025  
Date