

COMMONWEALTH OF KENTUCKY
COURT OF JUSTICE
MEMORANDUM OF UNDERSTANDING
MOU 2026-344

Agency: Administrative Office of the Courts

Drafted By: Ryan Stith, Legal Liaison

Requesting Party: Fayette County Fiscal Court
162 E. Main St
Lexington, KY 40507

Agreement Period: February 20, 2026 to June 30, 2027

* * * * *

WHEREAS, KRS 26A.090 to 26A.168 governs the provision, development, and operation of facilities for the use of the Kentucky Court of Justice ("KCOJ");

WHEREAS, pursuant to KRS 26A.100, a local unit of government is charged with the responsibility of providing facilities for the use of the KCOJ ("court facilities") in each county of the Commonwealth of Kentucky;

WHEREAS, the Administrative Office of the Courts ("AOC") is the operational arm of the KCOJ;

WHEREAS, Fayette County Fiscal Court ("County") is a local unit of government as contemplated by KRS 26A.100 which currently provides space for the use of the KCOJ in Lexington, Kentucky;

WHEREAS, the KCOJ occupies 93.5 percent of the Robert F. Stephens Circuit and District Courthouses, located at 120 North Limestone and 150 North Limestone, Lexington, Kentucky 40507 ("Facilities");

WHEREAS, the County is responsible for operating and maintaining court facilities, including KCOJ-occupied space in the Fayette County Circuit Court;

WHEREAS, the AOC reimburses the County for operating costs and maintenance expenses associated with the Fayette County Circuit Court ("operating costs") in accordance with KRS 26A.090 and KRS 26A.115 and as determined on an annual basis per the AOC Policies for the Operation and Maintenance of Court Facilities and the Court Facilities Local Government Reimbursement Form;

WHEREAS, AOC has identified a need for a replacement of the Roof ("Project") at the Robert F. Stephens Circuit and District Courthouses;

WHEREAS, the County has retained a professional service provider to perform design

services ("Architect/Engineer") for the Project;

WHEREAS, the County will contract for the construction services providers ("Constructors") to perform construction services for the Project; and

WHEREAS, the Parties enter into this Memorandum of Understanding ("MOU") to set forth their rights and obligations throughout the duration of the Project.

NOW, THEREFORE, the AOC and the County mutually agree as follows:

ARTICLE I SCOPE OF SERVICES

A. Obligations of the AOC:

1. The AOC agrees to provide a project manager to be the AOC contact to facilitate the Project with the County, Architect/Engineer, and the Constructor.
2. The County agrees to complete the Project in accordance with the specifications provided by the Architect/Engineer and approved by the AOC (See Attachment 1).
3. Whenever the terms of this MOU provide for approval by the AOC, the approval shall not be unreasonably withheld. Any request for approval shall be considered and acted upon by the AOC in a timely fashion.
4. The AOC agrees to make monthly reimbursement payments to the County for construction services for the Project, with the combined total not to exceed **\$4,169,764.28**. Once the contract price is established, the AOC will not reimburse the County for any increases in the contract price unless a change order is reviewed and approved by AOC prior to execution as required by Section I.B.5 of this MOU. To receive reimbursement, the County shall submit to Danny Rhoades all paid invoices / pay applications for the month along with a copy of the County's cancelled check showing the payment(s) made by the County to the construction services provider. The total amount of AOC reimbursement for this Project, including approved change orders, shall not exceed **\$4,169,764.28**.
5. The obligations of the AOC are subject to biennial appropriations by the General Assembly, which funds have been appropriated for this project in this biennium which ends June 30, 2026.

B. Obligations of the County:

1. The County agrees to retain Constructor to provide construction services for the Project.
2. The County agrees to provide a county maintenance employee to be the local contact to manage the Project with the AOC and Constructor.
3. The County agrees to obtain AOC approval of any Architectural/Engineering design documents to be used for the Project, and to use only approved design documents for the Project.

4. The County agrees to use the construction documents prepared by Architect/Engineer, and approved by AOC, as the scope of the Project in its bid documents.
5. The County agrees to transmit to the AOC for its approval any contract or contract modification related to the Project. The County understands and agrees that the AOC will not reimburse the County for any costs pursuant to any contract or contract modification related to the Project unless the contract or contract modification has first been reviewed and approved by the AOC.
6. The County agrees that it will submit each change order relating to the Project to the AOC for review and approval prior to execution thereof. The County understands and agrees that the AOC will not reimburse any costs associated with a change order if the County fails to comply with this provision.
7. The County understands and agrees that the total amount of AOC reimbursement for this Project, including approved change orders, shall not exceed **\$4,169,764.28**.
8. The County agrees to make timely payment to Constructor and any other contractor(s) the County may engage to facilitate the completion of the Project.
9. The County agrees that the AOC will control and approve all assignments of space in the Project, once complete. The County understands and agrees that it will have no offices in the location, which is and will be 93.5 percent occupied by the KCOJ.
10. The County shall keep all insurable improvements presently existing, and all insurable improvements to be constructed and located on the completed facility site insured to the full insurable value thereof against fire, flood, tornado, windstorm, and other casualties in good and solvent insurance companies, and the County shall make said policies available to and payable to the County and the AOC as their respective interests may appear, or cause said policies to be endorsed in an appropriate manner so that in the event of loss the proceeds thereof will be payable to the County and the AOC as their interests may appear. In the event that the Project is damaged or destroyed by any casualty, the County will provide the AOC with proof of the amount of any proceeds received by the County from any insurer. Such proceeds will first be applied to any bond indebtedness that may remain on the facility, and the County will relinquish to the AOC its pro rata portion of any remaining proceeds, based on the percentage of the Project that is or is to be occupied by the KCOJ.

ARTICLE II LENGTH OF CONTRACT

This MOU is effective February 20, 2026 and will expire when the KCOJ ceases to occupy the Project.

ARTICLE III BREACH OF CONTRACT

To the extent permitted by law, any cost associated with any breach of this MOU shall be borne by the party committing the breach.


ARTICLE IV CHOICE OF LAW AND FORUM PROVISION

The laws of the Commonwealth of Kentucky will govern all questions as to the execution, validity, interpretation, construction, and performance of this MOU. Furthermore, the County and the AOC agree that any legal action, which is brought on the basis of this MOU, will be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

ARTICLE V AMENDMENT CLAUSE

This MOU may be amended by the AOC and the County as may be necessary. Any such amendment must be made in writing and agreed to by authorized representatives of each party.

WITNESS THE AGREEMENT of the Parties as attested by their signatures affixed hereon.



Authorized Signature Authority
Lexington Fayette Urban County Government

3/17/2020
Date


Agreed to by:



Zachary S. Ramsey, Director
Administrative Office of the Courts

3/31/26
Date

Approved by:



Carole Henderson, Director
Department of Budget, AOC




Jenny Lafferty, Director of
Finance and Administration, AOC

Reviewed and recommended by:




Danny Rhoades, Executive Officer,
Department of Court Facilities, AOC

Examined as to form and legality by:



Ryan Becker,
Senior Legal Counsel, AOC



Angela Evans
Fayette County Attorney

Robert F. Stephens Circuit & District Courthouses Roof Replacements
Lexington-Fayette Urban County Government
Lexington, Kentucky BID # 01-2025

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.
7. Miscellaneous provisions.

1.2 PROJECT INFORMATION

A. Project Identification: Robert F. Stephens Circuit & District Courthouses: Roof Replacements.

1. Project Locations:

- a. Circuit Courthouse: 120 North Limestone, Lexington, Kentucky 40507
- b. District Courthouse: 150 North Limestone, Lexington, Kentucky 40507

B. Owner: Lexington-Fayette Urban County Government.

C. Owner's Representative: Chris Litton, Project Manager.

D. Architect: Patrick D. Murphy Co., Inc. Architects, 4606 Illinois Avenue, Louisville, Kentucky 40213, 502-454-5632 fax 502-454-4650.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Selective Demolition, as indicated on Drawings, at the Technical Services Building:

- a. Remove existing membrane roofing system down to exposed existing deck, including ballast and insulation.
- b. Remove existing flashing.
- c. Remove existing roof edge metal trim.
- d. Remove existing coping.
- e. Remove existing gutters and downspouts.
- f. Remove existing roof hatch.

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- g. Remove existing skylights.
 - h. Remove the following existing items that are damaged or that are deteriorated beyond successful repair, as determined by Architect
 - 1) Wood blocking and nailers.
 - 2) Wood trim.
 - 3) Metal decking.
 - i. Disposal of demolition waste materials.
2. Install new steel decking to replace deteriorated existing metal decking.
 3. Install new wood block and trim to replace deteriorated existing wood materials.
 4. Install new roof hatch.
 5. Install new skylights.
 6. Install sheet metal flashing and trim, including gutters and downspouts.
 7. Install New Roofing System Over Existing Metal Deck as follows:
 - a. Mechanically attach base layer of 2.2" polyisocyanurate insulation to metal deck.
 - b. Adhere base layer of 2.2" polyisocyanurate insulation to existing metal decking with cold-applied asphalt adhesive.
 - c. Install second layer of 2.2" polyisocyanurate insulation with cold-applied asphalt adhesive.
 - d. Install tapered polyisocyanurate crickets and saddles, with cold-applied asphalt adhesive.
 - e. Install one layer of cover board with cold-applied asphalt adhesive.
 - f. Install one ply of smooth surface SBS modified bitumen fiberglass mat base sheet with cold-applied asphalt adhesive.
 - g. Install one ply of granule surfaced SBS modified bitumen cap sheet with cold-applied asphalt adhesive.
 - h. Adhere foil faced modified flashings at walls and curbs.
 - i. Install top sheet of flashing with an aluminum foil facer.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

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- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period.
1. Repair damage to Owner's material property, including site work and landscaping, caused by construction operations to original condition at no additional cost to the Owner.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.6 WEATHER DELAYS

- A. For the purpose of calculating claims for Weather Delays, the weather data from the U.S. Department of Commerce, NOAA, Climate Data collected from the LEXINGTON BLUEGRASS AP, KY US USW00093820 Station in the attached appendix immediately following this section will the establish expected typical weather.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work shall be performed on this existing building as follows:
1. Monday through Friday, 7:30am-5:00pm, unless otherwise indicated by Owner.

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- a. This will be covered during Pre-Bid Conference.
2. Weekend Hours: Verify with Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Architect and Owner not less than 2-days in advance of proposed utility interruptions.
 2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000