

# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507



## Docket

Tuesday, March 10, 2026

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**
  - a **0208-26** Table of Motions: Council Work Session, March 3, 2026  
*Attachments:* [TOM 030326 \(1\)](#)
- 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**
  - a **0209-26** Summary: General Government and Planning Committee, February 10, 2026  
*Attachments:* [2.10.26 GGP Summary](#)
- XI. **Council Reports**
- XII. **Public Comment - Issues Not on Agenda**
- XIII. **Adjournment**

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**Administrative Synopsis - New Business Items**

- a**      **0165-26**      Authorization to approve a decreasing change order for an FY24 Stormwater Quality Projects Incentive Grant that was completed by Friends of Wolf Run, Inc. under budget by \$8,504.24, reducing the grant awarded from \$53,020 to \$44,515.76. (L0165-26) (Martin/Albright)
- Attachments:**    [Blue SheetChange Order\\_FOWR](#)  
[Change Order Contract](#)  
[Council Map](#)  
[RESO 0165-26 Incentive Grant Change Order 4910-0958-2995 v.1.docx](#)
- b**      **0179-26**      Authorization to establish a partnership with Eastern Kentucky University to provide supervised field placement opportunities for EKU social work students with the Division of Fire & Emergency Services, for a period of 5 years. No budgetary impact. (L0179-26) (Wells/Armstrong)
- Attachments:**    [EKU Social Work Education Agreement Blue Sheet 022026](#)  
[EKU Social Work Education Agreement 022026](#)  
[179-26 eku 4928-4519-6947 v.1.doc](#)
- c**      **0180-26**      Authorization to establish a Clinical Affiliation Agreement with Bluegrass Community and Technical College (BCTC) to set forth and ensure compliance with all terms and conditions for BCTC paramedic students to obtain clinical laboratory experience and provide Division of Fire students with access to high-fidelity laboratory space as proposed. The agreement is for one year beginning Jan. 1, 2026, and ending Dec. 31, 2026. No budgetary impact. (L0180-26)(Wells/Armstrong)
- Attachments:**    [BCTC Paramedic Affiliation Agreement Blue Sheet 022026](#)  
[BCTC Paramedic MOU 2026](#)  
[180-26 bctc 4927-7035-4835 v.1.doc](#)
- d**      **0181-26**      Authorization to execute a Lexington Baseball Sponsorship Agreement with Temerity Baseball Team to sponsor the team and secure Public Safety recruiting display advertisements and commercial spots at the Lexington Stadium for the 2026 season at a cost of \$24,000. Funds are budgeted. (L0181-26)(Armstrong)
- Attachments:**    [Lexington Baseball Sponsorship Agreement Blue Sheet Memo](#)  
[2026 Lexington Baseball Sponsorship Agreement signed by Legends](#)  
[RESOLUTION NO 0181-26 4897-4921-8708 v.1.docx](#)

- e**      **0189-26**      Authorization to execute Amendment No. 1 to the agreements with Repairers of The Breach Inc. (Reso 256-2024 and Reso 226-2024) to add E7 Kids Café located at 180 E. Maxwell, Lexington, Kentucky 40508 in Census Tract #8.02 as a project service area. No budgetary impact. (L0189-26)(Reynolds/Lanter)
- Attachments:**    [26- Blue Sheet Memo Amendment Repairers of The Breach](#)  
[First Amendment Repairers of The Breach, Inc. FY2023 CDBG](#)  
[FY23 CDBG Repairers Agreement - Fully Executed](#)  
[First Amendment Repairers of The Breach, Inc. FY2024 CDBG](#)  
[FY24 CDBG Repairers Agreement - Fully Executed](#)
- f**      **0190-26**      Authorization to execute an agreement with Saint Joseph Health System, Inc. for the use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program for a period of January 1 through December 31, 2026. No budgetary impact. (L0190-26)(Weathers/Armstrong)
- Attachments:**    [26- Bluesheet SANE St Joseph Health Agreement](#)  
[Updated Draft - SJHS and LFUCG Contract](#)  
[190-26 st joseph 4924-6089-3587 v.1.doc](#)
- g**      **0191-26**      Authorization to accept federal funds of \$231,310 from the Kentucky Transportation Cabinet's Office of Highway Safety for participation in the Traffic Safety Program for FY 2027, to reduce fatalities on Kentucky roadways, minimize injuries to individuals and property, and to educate the officers and the public. No local match is required. Budget amendment forthcoming. (L0191-26) (Weathers/Armstrong)
- Attachments:**    [26-Blue Sheet Memo Traffic Safety](#)  
[191-26 ky trans grant 4899-0171-3299 v.1.docx](#)
- h**      **0193-26**      Authorization to amend a contract with Risk Management Services Company ("RMSC") for Third-Party Administrator for Claims Management Services and Claims Adjustment Handling Services for Workers Compensation, Auto Liability and Physical Damage, General Liability, and Property Claims, to authorize additional one-year extensions at current contract pricing. At a cost not to exceed \$419,600 for FY27, plus 20% subrogation. Funds requested for FY27. (L0193-26)(Barberie)
- Attachments:**    [bluesheet memo - RMSC 4925-9483-1762 v.1.docx](#)  
[First Amendment to Service Agreement \(Assured NL Insurance Services, Inc.](#)
- i**      **0194-26**      An Ordinance amending the authorized strength by creating one (1) classified position of Accountant Sr., Grade 524E, in the Dept.

of Housing Advocacy and Community Development, effective upon passage of Council. [Div. of Human Resources, George]

**Attachments:** [Bluesheet Memo 26-0036](#)  
[From to 26-0036](#)  
[HR Fiscal Impact- 26-0036](#)  
[ORD 0194-26 Creating Accountant Sr 4929-5780-8532 v.1.docx](#)

- j**      **0195-26**      Authorization to enter into a Statement of Work (SOW) with I/O Solutions, Inc. for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions. The cost is not to exceed \$1,875. Funds are Budgeted. (L0195-26) (George/Hamilton)

**Attachments:** [Bluesheet Memo 26-0041](#)  
[Statement of Work- Fire](#)  
[RESO 0195-26 SOW IO Solutions 4927-7896-1044 v.1.docx](#)

- k**      **0196-26**      Authorization to initiate a Statement of Work (SOW) with CPS HR Consulting for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services. The cost is not to exceed \$155,250 and funds are requested in the FY27 Budget. (L0196-26) (George/Hamilton)

**Attachments:** [Bluesheet Memo 26-0040](#)  
[SOW- Fire Promotions](#)  
[RESO 0196-26 SOW CPS HR Consulting 4901-7266-0116 v.1.docx](#)

- l**      **0201-26**      Authorization to execute a Memorandum of Understanding with the Kentucky Administrative Office of the Courts for the roof replacement project at the Robert F. Stephens Circuit and District Courthouses. The Kentucky Administrative Office of the Courts agrees to make monthly reimbursement payments to LFUCG for construction services cost for the project, with the combined state funding total not to exceed \$4,169,764.28. Budget amendment in process. (L0201-26) (Baradaran/Ford)

**Attachments:** [Blue Sheet Memo - Courthouse Roof Replacement MOU.pdf](#)  
[MOU 2026-344 Fayette Roof Projects Revised.pdf](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0208-26**

**File ID:** 0208-26

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 03/05/2026

**File Name:** Table of Motions: Council Work Session, March 3,  
2026

**Final Action:**

**Title:** Table of Motions: Council Work Session, March 3, 2026

### Notes:

### Sponsors:

### Enactment Date:

**Attachments:** TOM 030326 (1)

### 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:
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### Text of Legislative File 0208-26

Title

Table of Motions: Council Work Session, March 3, 2026

**URBAN COUNTY COUNCIL**  
**WORK SESSION**  
**TABLE OF MOTIONS**  
March 3, 2026

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

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

Motion by Sheehan to approve the February 24, 2026 Table of Motions. Seconded by Ellinger II. Motion passed without dissent.

- IV. Budget Amendments
- V. Budget Adjustments – For Information Only
- VI. New Business

Motion by Sevigny to approve New Business. Seconded by Curtis. Motion passed without dissent.

- VII. Communications from the Mayor- Appointments
- VIII. Communications from the Mayor- Donations
- IX. Communications from the Mayor- Procurements
- X. Continuing Business/Presentations

Sevigny, Environmental Quality and Public Works (EQPW) Committee Chair, provided a summary of the February 3, 2026 EQPW Committee Meeting, and a partial report-out of the March 3, 2026 EQPW Committee Meeting.

Motion by Sevigny to approve the proposed updates to the Engineering Manuals as presented to the EQPW Committee on March 3, 2026. Seconded by Curtis. Motion passed without dissent.

- XI. Council Reports

Motion by Reynolds to place on the docket for the March 12, 2026 Council Meeting, an Ordinance declaring a portion of Shaker Drive starting at its intersection with Harrodsburg Road and ending at the entrance to the Harrodsburg Square Condominiums property to be

dedicated to the Lexington-Fayette Urban County Government as a public way and accepting the dedication. Seconded by Morton. Motion passed without dissent.

Motion by Lynch to place in the General Government and Planning Committee, that the Racial Justice & Equity Commission be added to the list of annual committee updates. Seconded by Morton. Motion passed without dissent.

Motion by Lynch to place the Comprehensive Opportunity Assessment in the General Government and Planning Committee. Seconded by Morton. Motion passed without dissent.

Motion by Sevigny to place on the docket for the March 12, 2026 Council Meeting, an ordinance amending Sec. 16(1)(c)(19) and Sec. 16(1)(f)(70) of the Code of Ordinances, adopting and incorporating a maintenance manual for post-construction stormwater controls as an engineering manual for infrastructure in Lexington-Fayette County. Seconded by Beasley. Motion passed without dissent.

Sheehan, GGP Chair, placed the following item in the General Government and Planning Committee:

- Sustainability Standards for LFUCG Buildings

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 3:37 p.m. Seconded by Curtis. Motion passed without dissent.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0209-26**

**File ID:** 0209-26

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/05/2026

**File Name:** Summary: General Government and Planning Committee, February 10, 2026

**Final Action:**

**Title:** Summary: General Government and Planning Committee, February 10, 2026

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 2.10.26 GGP Summary

**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:
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### Text of Legislative File 0209-26

Title

Summary: General Government and Planning Committee, February 10, 2026



## General Government & Planning (GGP) Committee

February 10, 2026

### Summary and Motions

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Committee members Liz Sheehan (Chair), Shayla Lynch, J.D. (Vice Chair), Dan Wu, James Brown, Chuck Ellinger II, Emma Curtis, Whitney Elliott Baxter, Dave Sevigny, Jennifer Reynolds, and Hil Boone were present. Council members Tyler Morton, Joseph Hale, and Amy Beasley were present as non-voting members. Chair Sheehan called the meeting to order at 1:00 p.m.

#### **I. APPROVAL OF JANUARY 10, 2026 COMMITTEE SUMMARY (Sheehan)**

A motion by Ellinger to approve the January 10, 2026 Committee Summary was seconded by Curtis and approved unanimously.

#### **II. BLUE SKY SMALL AREA PLAN (Boone & Hale/Miller)**

The Committee received an update from Senior Planner Eve Miller with the Division of Planning on the Blue Sky Small Area Plan (SAP). The Blue Sky Activity Center encompasses approximately 301 acres and supports roughly 150 businesses and over 1,000 jobs, many paying at least \$20 per hour. Work completed to date includes an existing conditions assessment, market analysis, and extensive public engagement with businesses and nearby neighborhoods. Miller highlighted key site characteristics, including its strategic location near I-64 and I-75, long-standing industrial use, steep topography, limited rear access, and infrastructure constraints. While water and sewer are available, concerns remain regarding electrical reliability, internet capacity, lack of street lighting, and safety at the I-75 interchange.

Committee discussion focused on infrastructure modernization, potential tax district transitions following inclusion in the Urban Service Boundary, business interest in cost-sharing for improvements, and the need to modernize industrial zoning regulations (B-4, I-1, and I-2) to reflect contemporary uses while avoiding unintended burdens on existing businesses.

Miller reported that draft frameworks and regulatory recommendations will be finalized with the advisory committee and presented to the Planning Commission for consideration as a component of the 2045 Comprehensive Plan.

#### **III. REVIEW & ANALYSIS OF LFUCG-OPERATED COMMUNITY CENTERS (Beasley & Morton/Postel)**

Beasley introduced the next item regarding a year-long review of LFUCG-operated community and neighborhood centers, conducted in collaboration with community partners. The review included visits to multiple centers operated by three departments. Christian Postel, CEO of Lexington Leadership Foundation, provided the presentation on behalf of the working group. Postel emphasized the role of community centers as critical civic infrastructure, particularly in neighborhoods facing economic and social challenges. Findings indicated strong staff commitment and positive outcomes at several centers, including Dunbar and Black & Williams. However, inconsistencies were identified across sites in staffing levels, operating hours, programming depth, capital investment, communication strategies, partner access, and safety readiness. These variations were described as contributing to inequities in service delivery.

The working group presented several recommendations, including:

- Adoption of a “Community and Neighborhood Center Promise” establishing minimum standards for operations, safety, programming transparency, and community engagement.
- Development of a shared performance measurement system and public dashboard to link funding inputs to outputs and outcomes.
- Long-term alignment of staffing models with service expectations (no new staffing requests proposed for the upcoming budget).
- Streamlining nonprofit partnership and onboarding processes.
- Continued investment in programming and capital improvements.
- Strengthening communication strategies and school partnerships.
- Formalizing consistent crisis response protocols across centers.

Committee discussion addressed implementation logistics, advisory board involvement, the importance of neighborhood voice and feedback, staffing considerations, and coordination across multiple divisions. Administration representatives outlined existing safety procedures, including CPR-certified staff, staffing ratios, and coordination with public safety partners. Interest was expressed in continued collaboration with the Administration to refine next steps.

#### **IV. ITEMS REFERRED TO COMMITTEE (Sheehan)**

No action was taken on this item.

Chair Sheehan adjourned the meeting at 2:12 p.m.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0927-23**

**File ID:** 0927-23

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

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

**File Created:** 09/07/2023

**File Name:** Page Break

**Final Action:**

<b>Title:</b>
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**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 0927-23**



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0165-26**

**File ID:** 0165-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Water Quality

**File Created:** 02/20/2026

**File Name:** Incentive Grant Change Order FOWR

**Final Action:**

**Title:** Authorization to approve a decreasing change order for an FY24 Stormwater Quality Projects Incentive Grant that was completed by Friends of Wolf Run, Inc. under budget by \$8,504.24, reducing the grant awarded from \$53,020 to \$44,515.76. (L0165-26)(Martin/Albright)

**Notes:** rio 2/24/2026. MS

**Sponsors:**

**Enactment Date:**

**Attachments:** Blue SheetChange Order\_FOWR, Change Order Contract, Council Map, RESO 0165-26 Incentive Grant Change Order 4910-0958-2995 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King/Frank Mabson

**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 0165-26

#### Title

Authorization to approve a decreasing change order for an FY24 Stormwater Quality Projects Incentive Grant that was completed by Friends of Wolf Run, Inc. under budget by \$8,504.24, reducing the grant awarded from \$53,020 to \$44,515.76. (L0165-26) (Martin/Albright)

#### Summary

Authorization to approve a decreasing change order for an FY24 Stormwater Quality Projects Incentive Grant that was completed by Friends of Wolf Run, Inc. under budget by \$8,504.24, reducing the grant awarded from \$53,020 to \$44,515.76. (L0165-26) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes J. Todd Henning 2/2/26

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$8,504.24

Annual Impact: \$

Project: WQINCENTIVE\_24

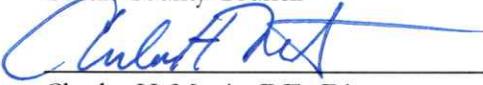
Activity: WQ\_GRANT

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: February 2, 2026

SUBJECT: Change Order Request for FY24 Stormwater Quality Projects Incentive Grants

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Request

The purpose of this memorandum is to request a Change Order for an FY24 Stormwater Quality Projects Incentive Grant that was completed under budget by Friends of Wolf Run, Inc., for the amount totaling \$8,504.24.

Purpose of Request

The original grant award to Friends of Wolf Run, Inc., was for \$53,020.00; however, the grant-funded project came in under budget. The final grant award totaled \$44,515.76.

The \$8,504.24 from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY26.

Project Cost in FY26 and in Future Budget Years

The decreasing change order savings of \$8,504.24 will be returned to fund 4052 for FY26 grant awards.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:  
4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_24 – WQ\_GRANT

However, once the change order is approved, there will be a budget amendment to move the funds into:  
4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_26 – WQ\_GRANT

Albright/Martin

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER**  
Page 1 of 2

Date:	January 23, 2026
Project:	Friends of Wolf Run, Inc., Class A Stormwater Incentive Grant Project
Location:	
Contract No.	005-2024
Original Contract Amt.	\$53,020.00
Cumulative Amount of Previous Change Orders	\$0.00
Percent Change - Previous Change Orders	0.00%
Total Contract Amount Prior to this Change Order	\$53,020.00
Change Order No.	1

To (Contractor):  
Friends of Wolf Run, Inc., Inc.  
639 Cardinal Lane  
Lexington, KY 40503

You are hereby requested to comply with the following changes from the contract plans and specification:

**Current Change Order**

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Stormwater Quality Projects Incentive Grant completed under budget.	\$8,504.24	
2			
3			
4			
5			
6			
	Total decrease	\$8,504.24	
	Total increase		\$0.00
	Net Amount of this Change Order	(\$8,504.24)	
	New Contract Amount Including this Change Order	\$44,515.76	
	Percent Change - This Change Order		-16.04%
	Percent Change - All Change Orders		-16.04%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

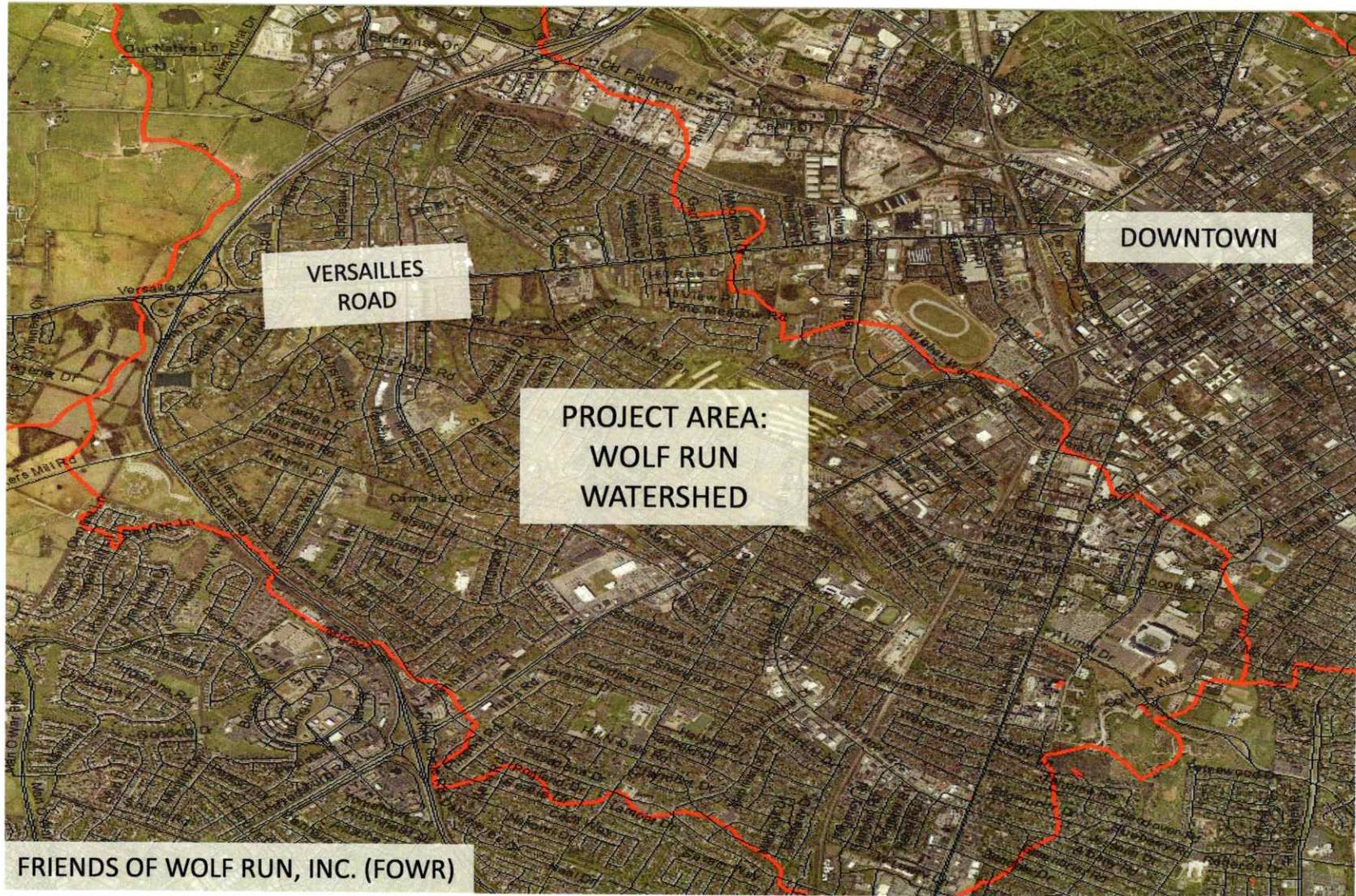
This Change Order shall have a zero (0) calendar day time extension.

Recommended by: <i>Frank H. M. D.</i>	(Project Manager)	Date <i>1/30/2026</i>
Reviewed / Accepted by:	(Consultant)	Date
Accepted by: <i>[Signature]</i>	(Contractor)	Date <i>1/23/2026</i>
Approved by: <i>[Signature]</i>	(Director)	Date <i>1/30/2026</i>
Approved by: N/A (Less than 5%) <i>Nancy Albright</i>	(Commissioner)	Date <i>2/18/26</i>
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date





# Stormwater Quality Projects Incentive Grant Program



RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH BY FRIENDS OF WOLF RUN, INC., FOR A STORMWATER QUALITY PROJECT, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE SUM OF \$8,504.24, FROM \$53,020.00 TO \$44,515.76.

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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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Friends of Wolf Run, Inc., for a Stormwater Quality Project, for the Division of Water Quality, decreasing the contract price by the sum of \$8,504.24, from \$53,020.00 to \$44,515.76.

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

0165-26:JTH:4910-0958-2995, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0179-26**

**File ID:** 0179-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Fire and  
Emergency  
Services

**File Created:** 02/24/2026

**File Name:** EKU field placement agreement

**Final Action:**

**Title:** Authorization to establish a partnership with Eastern Kentucky University to provide supervised field placement opportunities for EKU social work students with the Division of Fire & Emergency Services, for a period of 5 years. No budgetary impact. (L0179-26)(Wells/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** EKU Social Work Education Agreement Blue Sheet\_022026, EKU Social Work Education Agreement\_022026, 179-26 eku 4928-4519-6947 v.1.doc

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Tammy James

**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 0179-26

#### Title

Authorization to establish a partnership with Eastern Kentucky University to provide supervised field placement opportunities for EKU social work students with the Division of Fire & Emergency Services, for a period of 5 years. No budgetary impact. (L0179-26) (Wells/Armstrong)

#### Summary

Authorization to establish a partnership with Eastern Kentucky University to provide supervised field placement opportunities for EKU social work students with the Division of Fire & Emergency Services, for a period of 5 years. No budgetary impact. (L0179-26) (Wells/Armstrong)

Budgetary Implications: No

Advance Document Review:

**Law:** Yes, Michael Sanner

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
FROM: Jason G. Wells, Fire Chief  
DATE: 02/24/2026  
SUBJECT: LFUCG and ECU Social Work Education Agreement

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**The Division of Fire and Emergency Services request authorization to:**

Establishes a partnership between Eastern Kentucky University (EKU) and Lexington-Fayette Urban County Government (LFUCG) to provide supervised field placement opportunities for EKU social work students. EKU retains responsibility for academic oversight, while LFUCG agrees to provide appropriate supervision, learning experience, and a safe training environment. Students are not considered employees; each party maintains its own liability coverage, and the agreement is effective for 5 years, with provisions for modification or termination upon notice.

**Why are you requesting?**

To formalize and document the partnership between EKU and LFUCG to enable social work students to complete supervised field placements. The agreement clearly defines roles, responsibilities, liability, and compliance requirements for all parties involved and ensures the placements meet accreditation and legal standards.

**Department needs this action completed because:**

The department needs this action completed to formally establish a compliant partnership with Eastern Kentucky University that allows students to participate in supervised field placements while clearly defining responsibilities, liabilities, and accreditation requirements.

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

The cost for this FY is: NA

The cost for future FY is: NA

**Are the funds budgeted?** NA

**File Number:**

**If there is a contract, please indicate the cancelation clause:**

The agreement may be terminated by either party with at least thirty (30) days' written notice to the other party. If termination occurs, any student currently enrolled in a field placement may be allowed up to six (6) months from the date of notice to complete their program at the affiliate site.

**Director/Commissioner:** Wells/Armstrong



**Eastern Kentucky University**  
**DEPARTMENT OF SOCIAL WORK**  
**EDUCATION AGREEMENTS**



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Prior to student placement commencing, it is expected that the University will negotiate a formal, written agreement with the placement site (“Affiliate”). Such agreement should explicate the general responsibilities of the Affiliate and the University. The purpose of this agreement is to ensure clear communication and understanding of the cooperative nature of field placements between the University and the Affiliates that participate in the placement component of the educational program. A sample copy of the Department of Social Work's Education Agreement can be found on the following pages.

It is understood that some Affiliates may require additional responsibilities be specified within the agreement and/or require completion of additional forms and/or contracts in order to complete arrangements for placing one or more students. These additional components, if necessary, will be addressed on an individual, as needed basis. The appropriate designee within the University’s Department of Social Work should initially review any such additional components and, if such designee would still like to proceed with partnering with that Affiliate, should thereafter send to the Office of University Counsel for legal review and approval from a compliance perspective.

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EDUCATION AGREEMENT  
BETWEEN  
EASTERN KENTUCKY UNIVERISTY  
AND  
Lexington- Fayette Urban County Government (LFUCG)

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This education agreement (the “Agreement”) is entered into this 19 day of Feb, 2026, between Eastern Kentucky University’s Department of Social Work (the “UNIVERSITY”) and LFUCG (the “AFFILIATE”), located at 200 E. Main St., Lexington Ky 40507, for the purpose of establishing a cooperative pursuit of their respective goals.

I. PURPOSE

The purpose of this Agreement is to establish an agreement between the above parties in regard to their cooperation in the implementation of education experience opportunities for UNIVERSITY students. This Agreement defines the basis on which AFFILIATE will supervise UNIVERSITY students assigned to field experiences within said AFFILIATE and is intended to foster communication and understanding of the cooperative nature of field experiences. The scope of this Agreement is focused on the general activities planned and the assignment of responsibilities between the parties.

II. ACCREDITATION STANDARDS

AFFILIATE acknowledges that UNIVERSITY is accredited by the Council on Social Work Education (the “CSWE”). AFFILIATE agrees to adhere to all standards and practices that are now or during the term of this agreement may be required by CSWE for UNIVERSITY’s program to maintain or renew its accreditation status with CSWE.

III. SCHEDULE OF ACTIVITIES

The scheduling of activities for students will be in accordance with the schedule of courses at UNIVERSITY and the schedule will be explored and planned with the appropriate personnel of AFFILIATE. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be selected in accordance with the particular experience and the opportunities available.

The number of students assigned to AFFILIATE and the times of rotations will be mutually agreed upon.

IV. UNIVERSITY RESPONSIBILITIES

UNIVERSITY shall:

- A. Maintain responsibility and authority for all academic and educational matters and subsequent evaluation of students, including but not limited to awarding of grades.
- B. Retain control of the educational program for students through faculty of UNIVERSITY. UNIVERSITY will regularly assess the learning environment of AFFILIATE to identify any positive and negative influences on professional standards and conduct of students.
- C. Provide AFFILIATE a practicum manual that provides a statement of philosophy and the objectives of curricular education.
- D. Assign only such students as are, to the extent of UNIVERSITY's knowledge, in good health at the time of reporting for assignment at AFFILIATE.
- E. Forward to AFFILIATE a summary of the student's training and experience which shall include, to the extent necessary, information maintained on the student's general health, related education, and experience.
- F. Assign students in cooperation with AFFILIATE and subject to the availability of AFFILIATE's personnel for teaching and supervising.
- G. Appoint an Academic Coordinator who will be the liaison representative of UNIVERSITY.
- H. Provide student performance evaluation forms to be completed by AFFILIATE and, thereafter, returned to UNIVERSITY at mid-term and at the end of placement.
- I. Reserve the right to revoke any assignment prior to the student's entry into the field experience at AFFILIATE.
- J. Withdraw any student from the field experience at the request of AFFILIATE if the student's performance is unsatisfactory.

V. AFFILIATE RESPONSIBILITIES

AFFILIATE shall:

- A. Assign a Agency Supervisor who meets the qualifications as defined by UNIVERSITY and provide such Agency Supervisor adequate time and resources to fulfill responsibilities as defined in this Agreement and in the practicum manual supplied by UNIVERSITY.
- B. For the duration of student rotations, make available appropriate resources and access to facilitate student education. Students may participate in education or continuing education activities of AFFILIATE as appropriate.

C. Provide educational field experiences as stated in the objectives and philosophy of UNIVERSITY and engage in supervision appropriate to the academic level of assigned students.

D. Complete all applicable forms requested by UNIVERSITY relating to student evaluation and information regarding the teaching site in a timely manner.

E. Request the UNIVERSITY to withdraw the student from the assigned education experience when their conduct and/or performance is deemed unsatisfactory. To assist UNIVERSITY in its due process obligations to a student removed from the program, AFFILIATE agrees to provide a written statement of the reasons for the withdrawal or exclusion.

F. Provide information and/or training on appropriate security and personal safety measures to all UNIVERSITY students and faculty assigned to AFFILIATE in all locations where instruction occurs.

G. Allow student rotations to take place at all facilities owned and/or operated by AFFILIATE, as appropriate.

## VI. STUDENT RESPONSIBILITIES

STUDENT shall:

A. Have the responsibility of transportation to and from AFFILIATE's facilities as well as on any reasonable special assignment by AFFILIATE.

B. Provide medical insurance for self or possess other financial means to cover expenses which may arise as the result of illness or injury occasioned during their rotations at AFFILIATE. STUDENT acknowledges that since they are not an employee of UNIVERSITY or of AFFILIATE, STUDENT is not protected by Worker's Compensation and neither AFFILIATE nor UNIVERSITY assumes liability for injuries or illness.

C. Be responsible for following administrative policies of AFFILIATE.

D. Notify AFFILIATE of their intended time of arrival and be responsible for reporting to the designated individual at AFFILIATE on time.

E. Be responsible for their own housing during education assignments.

F. Be subject to the rules and regulations of AFFILIATE.

G. Not be considered an employee of AFFILIATE or UNIVERSITY for any purpose, including but not limited to compensation or fringe benefits, worker's compensation, unemployment compensation, and/or minimum wage laws, solely due to their participation in the practical education phase of their educational program. This

provision shall not be deemed to prohibit the employment of any STUDENT by AFFILIATE at AFFILIATE'S sole discretion and under a separate employment agreement.

VII. FINANCE

There are no financial obligations for the function of training activities for either party while students are assigned to AFFILIATE.

VIII. EQUAL OPPORTUNITY

UNIVERSITY complies with the federal and state constitutions and all applicable federal and state laws regarding nondiscrimination. UNIVERSITY provides equal opportunities for qualified persons in all aspects of UNIVERSITY operations and does not discriminate on the basis of race, color, religious belief, national origin, sex, sexual orientation, gender identity, gender expression, pregnancy, ethnicity, disability, medical condition, veteran status, genetic information, age, or any other characteristic protected by federal, state or local law.

IX. LIABILITY

The parties are independent contractors and, accordingly, shall have no authority to act for or represent the other party. Further, each party shall individually maintain responsibility for their respective employees and agents. Finally, the parties recognize UNIVERSITY is an agency of the state and, as such, is vested with sovereign immunity, and nothing in this Agreement shall be construed as a waiver by UNIVERSITY of such immunity.

UNIVERSITY shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year.

AFFILIATE shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by UNIVERSITY. The policy of insurance shall provide that such insurance shall not be cancelled, modified or permitted to lapse without thirty (30) days prior written notice to UNIVERSITY. AFFILIATE shall promptly, following request by UNIVERSITY from time to time, provide evidence of such insurance acceptable to UNIVERSITY.

X. DISPUTES

In the event of a dispute between the parties, the parties shall use their reasonable best efforts to resolve the dispute in an informal fashion and in good faith through consultation and communication.



XIV. ELECTRONIC STORAGE AND SIGNATURES

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XV. HIPAA

To the extent AFFILIATE is a healthcare provider that must comply with the HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the "Privacy Rule"), the parties herein agree that UNIVERSITY will not be permitted access to Protected Health Information and, thus, the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.

XVI. FERPA

AFFILIATE shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by UNIVERSITY and those records generated by AFFILIATE regarding students is confidential and shall be used only for the purposes stated in this Agreement. AFFILIATE agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. AFFILIATE shall notify UNIVERSITY in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from UNIVERSITY for a period of no less than five (5) years.

AFFILIATE agrees to destroy the student information with permission of UNIVERSITY in a manner that completely protects the confidentiality of the student information or return the information to UNIVERSITY upon the expiration of this Agreement.

XVII. TERM OF THE AGREEMENT

- A. This Agreement shall be effective for a period of five (5) years from the date first written above.
- B. This Agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this Agreement.
- C. This Agreement may be terminated by either party provided written notice is sent to the other party at least thirty (30) days prior to the proposed date of termination.
- D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their program with AFFILIATE.

XVIII. MISCELLANEOUS

- A. *(Please select the appropriate box applicable to this practicum.)*

The practicum is taking place within the Commonwealth of Kentucky. Therefore, this Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

This practicum is taking place outside of the Commonwealth of Kentucky. Therefore the parties agree to remain silent on governing law and venue.

B. Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission or constitutes an endorsement of any commercial product or services by either party.

C. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

D. No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party; provided, however, that AFFILIATE expressly acknowledges that any assignment by UNIVERSITY to an entity controlled by, controlling, or under common ownership with UNIVERSITY or arising out of any merger, reorganization or consolidation of UNIVERSITY shall not require the consent of AFFILIATE.

E. The individuals executing this Agreement on behalf of UNIVERSITY and AFFILIATE hereby represent and warrant that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individuals have been duly authorized to execute and deliver this Agreement.

F. This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements, oral or written, relating thereto.

XIX. SIGNATURES

In testimony whereof, witness the duly authorized signatures of the parties hereto to the original:

EASTERN KENTUCKY UNIVERSITY

AFFILIATE NAME

\_\_\_\_\_  
SIGNATORY  
TITLE

\_\_\_\_\_  
SIGNATORY  
TITLE Mayor Linda Gorton

Recommended by:

\_\_\_\_\_  
Stephanie Saulnier, MSW, CSW  
Social Work Department Chair  
Department of Social Work

RESOLUTION NO. \_\_\_\_-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH EASTERN KENTUCKY UNIVERSITY, FOR STUDENT FIELD PLACEMENT OPPORTUNITIES.

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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 Agreement, which is attached hereto and incorporated herein by reference, with Eastern Kentucky University for student field placement opportunities.

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  
0179-26:MRS: 4928-4519-6947, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0180-26**

**File ID:** 0180-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Fire and  
Emergency  
Services

**File Created:** 02/24/2026

**File Name:** BCTC Paramedic MOA

**Final Action:**

**Title:** Authorization to establish a Clinical Affiliation Agreement with Bluegrass Community and Technical College (BCTC) to set forth and ensure compliance with all terms and conditions for BCTC paramedic students to obtain clinical laboratory experience and provide Division of Fire students with access to high-fidelity laboratory space as proposed. The agreement is for one year beginning Jan. 1, 2026, and ending Dec. 31, 2026. No budgetary impact. (L0180-26)(Wells/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** BCTC Paramedic Affiliation Agreement Blue Sheet\_022026, BCTC Paramedic MOU\_2026, 180-26 bctc 4927-7035-4835 v.1.doc

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Tammy James

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0180-26

#### Title

Authorization to establish a Clinical Affiliation Agreement with Bluegrass Community and Technical College (BCTC) to set forth and ensure compliance with all terms and conditions for BCTC paramedic students to obtain clinical laboratory experience and provide Division of Fire students with access to high-fidelity laboratory space as proposed. The agreement is for one year beginning Jan. 1, 2026, and ending Dec. 31, 2026. No budgetary impact. (L0180-26)(Wells/Armstrong)

#### Summary

Authorization to establish a Clinical Affiliation Agreement with Bluegrass Community and

Technical College (BCTC) to set forth and ensure compliance with all terms and conditions for BCTC paramedic students to obtain clinical laboratory experience and provide Division of Fire students with access to high-fidelity laboratory space as proposed. The agreement is for one year beginning Jan. 1, 2026, and ending Dec. 31, 2026. No budgetary impact.

(L0180-26)(Wells/Armstrong)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Michael Sanner

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



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

**FROM:** Chief Jason Wells  
Lexington Fire Department

**DATE:** February 24, 2026

**SUBJECT:** Memorandum of Agreement – Bluegrass Community and Technical College

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**Request authorization to:**

Establish a Clinical Affiliation Agreement with Bluegrass Community and Technical College (BCTC), a college of the Kentucky Community and Technical College System (KCTCS). The agreement is for one year beginning January 1, 2026, and ending December 31, 2026.

**Why are you requesting?**

The purpose of this MOA is to establish an affiliation agreement to set forth and ensure compliance with all terms and conditions for BCTC paramedic students to obtain clinical laboratory experience and provide Division of Fire students with access to high-fidelity laboratory space as proposed, described, and agreed upon within. This Agreement provides mutual and valuable benefit to both parties.

**Department needs this action completed because:**

This Agreement provides a benefit to the members of the Division of Fire and a community partner.

**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?**

**File Number:**

**If there is a contract, please indicate the cancellation clause:** Either party may terminate this agreement without cause at any time during any term by giving ninety (90) days prior written notice.

**Director/Commissioner:** Wells/Armstrong





MEMORANDUM OF AGREEMENT

BETWEEN

THE KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM

**Bluegrass Community and Technical College**

AND

Lexington Fayette Urban County Government

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This Clinical Affiliation Agreement (hereinafter referred to as "Agreement") is effective this 01/01/2026 by Lexington Fayette Urban County Government (hereinafter "Facility"), and between Bluegrass Community and Technical College, an institution in the Kentucky Community and Technical College System, a public postsecondary education institution (hereinafter "College"), and

**PURPOSE**

College requires that the students enrolled in the Paramedic Program(s) (hereinafter "Students") complete a clinical or discipline-specific educational experience under the supervision of a qualified professional, and Facility desires to cooperate with the College by making its facilities available to Students upon the conditions set forth in this Agreement.

**1. TERM AND TERMINATION**

- A. This Agreement shall commence on 01/01/2026 for an initial term of one year. This Agreement shall be automatically renewed upon like terms for additional one (1)-year period until terminated.
- B. Either party may terminate this Agreement without cause at any time during any term by giving ninety (90) days prior written notice; provided that Students assigned to Facility shall be given an opportunity to complete their affiliation, if reasonably practicable.

**2. COLLEGE RESPONSIBILITIES**

College Faculty will:

- A. become familiar with the Facility and its policies prior to beginning Student educational experiences;
- B. be responsible for planning Student educational experiences in consultation with appropriate Facility representatives;
- C. be responsible for supervising and/or coordinating Student educational experiences to facilitate optimum client care; final evaluation of Student performance is ultimately the responsibility of the instructor of record;
- D. assist with the orientation of Facility personnel to the aims, objectives, and educational methods of the Program;
- E. be covered, and require Students to be covered, by limited professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate while assigned to the clinical areas of the Facility;
- F. provide Student orientation to, and require compliance with, standards of conduct and dress set by the Facility;
- G. require Students to have all health screenings, drug tests, background checks, or other screenings or

evaluations required by the Facility prior to beginning experiences in the Facility, including verification of no documentation of abuse on the Kentucky Board of Nursing Aide Registry and the Kentucky Department for Community Based Services web-based registry known as the Kentucky Adult Caregiver Misconduct Registry (when applicable);

- H. remove, without notice, any Student from the clinical area for violation of the Facility's policies, standards, or procedures, when such violations present a danger to patients, staff, visitors, or the premises;
- I. provide training to the Students prior to assignment to the clinical area in U.S. Occupational Safety and Health Administration (OSHA) guidelines on blood-borne pathogens and the use of standard precautions and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules;
- J. plan with Facility representatives to evaluate the Program as needed; and
- K. require all students assigned to the Facility to comply with all of Facility's applicable rules, regulations and policies in effect during their assignment.
- L. BCTC will provide high-fidelity lab space when available on the Leestown Campus building M rooms 120 and 119, when available as BCTC students have priority to the LFD EMS students. The Lexington Fire Department will be responsible for supplying their own instructors, equipment, and supplies for training.

### **3. FACILITY RESPONSIBILITIES**

Facility will:

- A. serve as a laboratory in which Students may be assigned for educational experiences;
- B. provide staff time for planning with faculty for suitable Student experiences;
- C. provide faculty orientation to the Facility's setting and its policies;
- D. retain final authority over all activities that influence Facility's operation and care of Facility's patients. Facility shall permit Students to work, perform assignments, and participate in the delivery of clinical and non-clinical services, patient evaluations, patient assessment rounds, staff meetings, and in-service programs at the discretion of Facility's designated staff. Students participating in the educational experiences are trainees and shall not replace or substitute for Facility staff;
- E. remove, without notice, any Student from the clinical area for violation of the Facility's policies, standards, or procedures, when such violations present a danger to patients, staff, visitors, or the premises;
- F. provide personal protective equipment (e.g., gloves, masks, etc.) to Students to enable them to practice Standard Precautions and other safety procedures;
- G. render any necessary emergency care to Students as is available on site. Students are responsible for any cost incurred unless and until another party is found to be responsible; maintain professional and general liability insurance in amounts appropriate to their operations; and plan with College representatives to evaluate the Program as needed.
- H. Lexington Fire Department will provide Emergency Care Unit ride time to BCTC Paramedic students so as it does not interfere with or inhibit the ability of Lexington Fire Department Paramedic and EMT students to perform their required ride time.

### **4. GENERAL PROVISIONS**

- A. No individual will be discriminated against on the basis of gender, race, color, religion (or lack thereof), national origin, age, disability, marital status, sexual orientation, gender identity, genetic information, pregnancy, veteran or social status, social origin, indigenous status, or any other characteristic, trait, or identification protected by law.
- B. This Agreement shall be constructed and enforced in accordance with the laws of the Commonwealth of Kentucky. The Parties understand and agree that the College is a Kentucky public agency and any and all allegations and claims for negligence against the College arising from actions taken under this Agreement shall be brought before the Kentucky Claims Commission pursuant to KRS Chapter 49.
- C. Individuals executing this Agreement on behalf of the Parties represent that they have been authorized to do so.
- D. Any amendment to this Agreement must be in writing and executed by both parties hereto.

**5. CONFIDENTIAL INFORMATION**

- A. Students and College personnel shall maintain confidentiality regarding all patient/staff information gained during placement, in accordance with state and federal laws and Facility policies.
- B. College and Facility acknowledge that if the Facility is a covered entity as defined in the privacy regulations promulgated pursuant to HIPAA, to the extent that Student or College personnel have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in Student's educational experience at Facility, it is agreed that for HIPAA purposes only, such Student and College personnel are deemed to be part of Facilities' "workforce" and involved in the Facilities' "healthcare operation", as such terms are defined under HIPAA. Student and College personnel shall be subject to Facility's policies and procedures governing the use and disclosure of PHI. The Parties further agree that the affiliation established by this Agreement does not constitute a business associate relationship under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the Facility and Student or between the Facility and the College personnel. College will provide in-service training to Student on HIPAA as needed.
- C. Facility reserves the right to review any material intended for publication by Students or College personnel if such material makes any direct reference to Facility's personnel, patients/clients, or operations.

In testimony whereof, witness the duly authorized signatures of the Parties hereto:

**For: Lexington Fayette Urban County Government :**

**For KCTCS: Bluegrass Community and Technical College**

\_\_\_\_\_  
Name (Signature):

\_\_\_\_\_  
Name (Signature):

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

Dr. Karen Mayo  
\_\_\_\_\_  
Name (Print):

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title: Provost

RESOLUTION NO. \_\_\_\_-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE, FOR CLINICAL EXPERIENCE FOR PARAMEDIC STUDENTS.

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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 Agreement, which is attached hereto and incorporated herein by reference, with Bluegrass Community and Technical College for clinical experience for paramedic students.

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

0180-26:MRS: 4927-7035-4835, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0181-26**

**File ID:** 0181-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Public Safety Administration

**File Created:** 02/24/2026

**File Name:** 2026 Lexington Baseball Sponsorship Agreement

**Final Action:**

**Title:** Authorization to execute a Lexington Baseball Sponsorship Agreement with Temerity Baseball Team to sponsor the team and secure Public Safety recruiting display advertisements and commercial spots at the Lexington Stadium for the 2026 season at a cost of \$24,000. Funds are budgeted. (L0181-26)(Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Lexington Baseball Sponsorship Agreement Blue Sheet Memo, 2026 Lexington Baseball Sponsorship Agreement signed by Legends, RESOLUTION NO 0181-26 4897-4921-8708 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Jordan

**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 0181-26

#### Title

Authorization to execute a Lexington Baseball Sponsorship Agreement with Temerity Baseball Team to sponsor the team and secure Public Safety recruiting display advertisements and commercial spots at the Lexington Stadium for the 2026 season at a cost of \$24,000. Funds are budgeted. (L0181-26)(Armstrong)

#### Summary

Authorization to execute a Lexington Baseball Sponsorship Agreement with Temerity Baseball Team to sponsor the team and secure Public Safety recruiting display advertisements and commercial spots at the Lexington Stadium for the 2026 season at a cost of \$24,000. Funds are budgeted. (L0181-26)(Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Scott Jones, February 24, 2026

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 1101-505001-5011-75106

This Fiscal Year Impact: \$24,000

Annual Impact: \$24,000 subject to appropriation by future Council

Project:

Activity:

Budget Reference:

Current Balance: \$65,000.00

TO: Mayor Linda Gorton  
Members, Urban County Council

FROM: Ken Armstrong, Commissioner of Public Safety

DATE: February 25, 2026

SUBJECT: Lexington Baseball Sponsorship Agreement

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Request Authorization:

To execute a Lexington Baseball Sponsorship Agreement with Temerity Baseball Team to sponsor the team while securing the right to display billboard advertisements and both :15 and :30 second commercials for the videoboard at Lexington Stadium at 207 Legends Lane for the 2026 season.

Why are you requesting?

Department needs this action completed to increase Public Safety recruiting efforts utilizing display advertising as well as commercial spots at Lexington Legends baseball games and other events held at the stadium allowing such displays.

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

The cost for this FY is: \$24,000

The cost for future FY is: \$24,000 (Subject to appropriation by future Council)

Are the funds budgeted?

The funds are budgeted for FY 2026

Account number: 1101-505001-5011-75106

File Number: 0181-26

Director/Commissioner: Ken Armstrong, Commissioner of Public Safety





# 2026 LEXINGTON BASEBALL SPONSORSHIP AGREEMENT

This Lexington Baseball Sponsorship Agreement (“Agreement”) is made by and between **Temerity Baseball Team III, LLC** (“Team”) and **LFUCG** (“Sponsor”), as of January 29, 2026. Sponsor desires to display advertisements at the Lexington Stadium at 207 Legends Lane, Lexington, KY 40505 (“Ballpark”) and/or to be a sponsor of the Lexington professional baseball team.

The Agreement consists of the Basic Provisions below, and the Terms and Conditions noted on the following page. By Sponsor’s signature below, Sponsor acknowledges that Sponsor has read and understands the provisions of this Agreement, and that Sponsor agrees to the provisions of this Agreement.

### BASIC PROVISIONS:

Sponsor:

Legal Business Entity Name: LFUCG
Contact Person: Ken Armstrong
Address: 200 E. Main St. Lexington, KY 40507
Phone: 859.258.3280
E-mail: karmstrong@lexingtonky.gov

Assets: Subject to the Terms and Conditions, Team shall furnish to or make available for the benefit of Sponsor, the assets as described in **Schedule A** of this Agreement.

Term: Subject to the Terms and Conditions, this Agreement shall begin and extend through the playing seasons and date(s) as follows (the “Term”):

Years/Seasons	One (1) – 2026
Start Date/End Date	January 1, 2026 - September 30, 2026

Term Renewal: Unless terminated pursuant to the terms herein or otherwise agreed to in writing, this Agreement shall automatically renew, subject to appropriation by future Council, for the period of January 1 - September 30 for each subsequent calendar year, and Sponsor shall continue to pay the fees as set forth in Schedule B of this Agreement (“Sponsorship Fees”).

Investment: In consideration of Team’s provision of the assets described in Schedule A, Sponsor shall make the payments set forth in **Schedule B** of this Agreement, and shall perform any other obligations set forth in this Agreement.

The parties hereto have caused this Agreement (including the Basic Provisions, the Terms and Conditions and any Schedules to the Agreement) to be executed as of the date first above written.

**TEMERITY BASEBALL TEAM III, LLC**

**SPONSOR**

  
 Justin Ferrarella  
 Temerity Baseball Team III, LLC  
 General Manager

\_\_\_\_\_  
 Mayor Linda Gorton  
 LFUCG

## LEXINGTON BASEBALL SPONSORSHIP AGREEMENT

### TERMS AND CONDITIONS

The Agreement, including the Basic Provisions on the preceding page, is subject to the following terms and conditions. Capitalized terms not otherwise defined in these terms and conditions shall have the meaning ascribed to them in the Basic Provisions on the preceding page.

1. **Signage and Sponsorship Conditions and Limitations.** Team's obligation to furnish the inventory described in **Schedule A** shall be conditioned or otherwise limited as follows:

a. All of Sponsor's advertising and promotional materials are subject to the prior written approval of Team and/or the Atlantic League of Professional Baseball Clubs, Inc. ("ALPB"). Such approval, if given, will be given in a reasonable and timely manner and will not be unreasonably withheld. Team shall have the right to inspect and require change or deletion of advertising and promotional copy or material that Team deems, in its sole discretion, to be contrary to: (i) Team's rules, policies or best interests, or those of ALPB; (ii) Team's existing sponsorship relationships, category-exclusive or otherwise, by way of "pass-through" or any other similar manner; (iii) generally-accepted community standards of good taste; or (iv) any applicable laws, ordinances or other public regulations. Such requirements will not be unreasonably imposed, and the foregoing approvals and requirements will be consistently given and imposed on all sponsors.

b. Sponsor shall be responsible for the cost of all design and artwork to include any necessary modifications relating to advertising inventory to be displayed hereunder. Team shall be responsible for the costs associated with the initial fabrication, installation or programming of such advertising inventory to be displayed hereunder; *provided, however*, that Sponsor agrees to provide Team with such design or artwork within production and installation schedules as reasonably set by Team, failing which Sponsor shall be responsible, subject to appropriation by council, for any reasonable costs incurred by Team resulting from such failure.

c. Following the initial fabrication, installation and programming of Sponsor's advertising inventory to be displayed hereunder, Sponsor may alter the appearance of such advertising inventory: (i) at Sponsor's sole expense, (ii) upon thirty (30) days' prior written notice to Team, and (iii) subject to all approvals and requirements as set forth herein.

d. Team, acting in good faith and upon due consultation with Sponsor, may dim illumination, fail to illuminate, cover up, or otherwise preclude the view any of Sponsor's advertisements displayed in the Ballpark under any of the following conditions:

i. **Safety of guests and patrons.** If such action is appropriate for the safe and orderly operation of the Ballpark, as determined by Team in its reasonable discretion;

ii. **Non-public events.** If specific Sponsor advertisements are inconsistent with the nature of such an event in the Ballpark, such as private collegiate, religious, political or professional conventions or trade shows, provided that the organizer, promoter, governing body or sponsor of such event requests that such action be taken;

iii. **Special events.** If such action is required under the terms of Team's (or public entity user's) agreement with a sponsor or promoter of such a special event (including, by way of example only and without limitation, tournament, playoff or other championship events of the National Collegiate Athletic Association, Atlantic Coast Conference, Southeastern Conference, or other similar intercollegiate athletic governing body or organization, "All-Star" or exhibition events of ALPB, or other similar professional league or organization, events associated with the Olympic movement or organizations, or musical concerts). Team will use its best efforts to provide Sponsor with prior written notice of any such special events; or

iv. Staging of an event. If the staging requirements of a specific event in the Ballpark, including by way of example only and without limitation a musical concert, exhibit, movie, or television broadcast, necessitate such action, and such action is required for all similarly located advertisements.

e. In the event the only guests at an event in the Ballpark will be the employees, customers or other guests of a competitor of Sponsor (such as in the case of a privately-held function at the Ballpark), while Team may not dim illumination, fail to illuminate, cover up, or otherwise preclude the view any of Sponsor's advertisements displayed in the Ballpark, such competitor of Sponsor will be permitted to display temporary signage (which might otherwise conflict with any category exclusivity granted to Sponsor, herein) for the duration of such private event. Such temporary displays will be removed promptly following the conclusion of such private event.

2. **Representations and Warranties.** Team and Sponsor each represent, respectively:

a. This Agreement has been duly authorized, executed and delivered, and constitutes a legal, valid and binding obligation, enforceable against it, in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity.

b. The execution, delivery and performance of this Agreement do not conflict with, nor will result in, a breach or violation of any material agreement to which it is a party.

c. It is a duly-organized and validly existing entity under the laws of the State of its formation, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. Sponsor further represents that it possesses all rights necessary to allow display of its advertisements in the Ballpark and use of its name or logos in connection with sponsorship of the Team, including without limitation all necessary copyrights and trademarks.

3. **ALPB Rules.** This Agreement is subject to the Bylaws and all rules, regulations and agreements of ALPB as they presently exist or as they may, from time to time, be entered into, amended or adopted.

**Broadcast Rights and Copyright Retention.** Any provision herein to the contrary notwithstanding, the Team and/or ALPB shall be regarded for all purposes, including without limitation for the purposes of federal copyright law, as the holder of all rights in and to all broadcast or rebroadcast of all, or any portion of, any of the Team's games, play-by-play descriptions, pre-game, or post-game shows, in which the Sponsor participates or advertises hereunder, together with all rights and obligations resulting therefrom, and the Team and/or ALPB shall have the exclusive right to authorize, consent, and control any and all replaying, rebroadcasting, or other use of such broadcasts. Such authorization or consent of the Team and/or ALPB may be withheld for any reason or no reason, in the sole discretion of the Team and/or ALPB.

4. **Use of Trademarks and Service Marks.**

a. Sponsor recognizes and acknowledges the Team's exclusive ownership, right, title, and interest to the Team's trademarks, logos, and service marks ("Team Marks"). Any rights granted to Sponsor to use the Team Marks are subject to the control of the Team and shall cease immediately upon the expiration or earlier termination of this Agreement. Sponsor shall not have the right to use or the right to authorize the use by third parties of any of the Team Marks, except as expressly permitted under this Agreement.

b. Sponsor agrees that it shall not, during the term of this Agreement or thereafter, directly or indirectly: (i) contest the validity of the Team Marks or any of the Team's registrations pertaining thereto, in the United States or elsewhere; or (ii) adopt the Team Marks or any term, word, mark or designation which is in any aspect confusingly similar to the Team Marks. Sponsor specifically acknowledges and agrees that any use of the Team Marks pursuant to this Agreement shall not create in Sponsor any right, title or interest in the Team Marks. Sponsor further agrees that it will not at any time do or cause to be done any act or thing,

directly or indirectly, which contests, clouds or otherwise impairs any right, title and/or interest of Team in the Team Marks. Sponsor shall not represent, in any manner, that it has any ownership right, title or interest in the Team Marks or the registrations thereof.

**5. Termination.**

a. This Agreement may be terminated by either party upon the other party's breach of any of its material covenants and agreements in this Agreement or the breach of any of its representations or warranties under this Agreement, if such breach is not cured or remedied by the breaching party to the aggrieved party's reasonable satisfaction within thirty (30) days after delivery of written notice to the breaching party specifying the nature of the breach (or within a reasonable period of time following delivery of the notice, if the nature of the breach is such that it cannot be reasonably cured within thirty (30) days). If Team terminates this Agreement pursuant to this section, no portion of any Sponsorship Fees paid by Sponsor prior to the date of such termination shall be refundable.

b. This Agreement may be terminated by either party upon notice to the other if Team's territory is "drafted" by ALPB at any time during the Term. Neither party shall have any remaining rights, responsibilities, liabilities or obligations arising out of this Agreement following the date of termination pursuant to this Section.

c. Either party may terminate this Agreement by giving notice to the other party at least thirty (30) days prior to the expiration of the initial renewal Term or any subsequent renewal Term via email to Vince Marcucci at vmarcucci@kcballers.com or in accordance with Section 8 of this Agreement. If Sponsor terminates this Agreement pursuant to this section, no portion of any Sponsorship Fees paid by Sponsor prior to the date of such termination shall be refundable.

**6. Fees.** Team reserves the right to suspend the Services at any time if Sponsor fails to pay Team's invoices in a timely manner. Sponsor agrees to reimburse Team for any costs of collection, including reasonable attorneys' fees.

**7. Force Majeure.** In the event compliance with any of each party's obligations under this Agreement is impractical or impossible due to any unforeseen circumstance or emergency, including, but not limited to, player strikes, management lockouts, or other labor disputes, embargoes, flood, earthquake, storm, lightning, fire, epidemic, acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of public authority, global pandemic, failure of machinery or equipment or any other occurrence beyond such party's reasonable control (each occurrence being an "Event of Force Majeure"), then such party shall not be in breach or default of its obligations under this Agreement, but instead the time for performance of such obligations shall be extended for a period equal to the duration of the Event of Force Majeure.

**8. Notices.** All notices, demands and other communications between the parties required hereunder shall be in writing and deemed given upon personal delivery, electronic mail ("e-mail"), or if mailed with confirmation of delivery to the respective addresses set forth below. Any party may specify another or different address by notice to the other as provided herein.

To Team:                    Temerity Baseball Team III, LLC  
207 Legends Lane  
Lexington, Kentucky 40505  
Attn: General Manager – Justin Ferrarella  
e-mail: jferrarella@lexington Legends.com

To Sponsor:

Legal Business Entity Name: LFUCG
Contact Person: Ken Armstrong
Address: 200 E. Main St. Lexington, KY 40507
Phone: 859.258.3280

9. **Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to the conflicts of laws principles thereof.
10. **Reservation of Rights.** Any and all rights not granted herein are expressly reserved to Team. Nothing herein contained shall be deemed a commitment by Team on behalf of any of its managerial, coaching, or player employees, with the exception of any specific provisions or obligations contained in **Schedule A** of this Agreement.
11. **Waiver.** No waiver by any party hereto of any covenant or condition of this Agreement shall constitute a waiver by such party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.
12. **Binding Effect and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Sponsor shall not sell, assign or otherwise transfer its rights and obligations hereunder without the prior written consent of Team. Team may transfer its rights and obligations hereunder without the consent of Sponsor; *provided, however,* that in such instance the transferee agrees to be bound by Team's obligations to Sponsor hereunder. Notwithstanding the foregoing, Team and/or its members or affiliates shall have the right to assign this Agreement and its right to receive payments from Sponsor hereunder to any bank, lending or financial institution to secure any indebtedness of Team and its affiliates. If Team notifies Sponsor of any such assignment to any bank, lending or financial institution, then Sponsor shall, if and when requested by such bank, lending or financial institution in writing, pay all amounts payable by Sponsor hereunder directly to such bank, lending or financial institution, as the case may be.
13. **Entire Agreement; Modification.** This Agreement is an integrated contract which contains all agreements of the parties with respect to the subject hereof. No other prior or contemporaneous agreement or understanding pertaining to the subject shall be effective. This Agreement may be modified in writing only, signed by the parties hereto. There are no oral or written statements, representations, agreements or understandings which modify, amend or vary any of the terms of this Agreement. Unless the context requires otherwise, reference such as or similar to "hereof" refer to this Agreement and the Schedules hereto as a whole and not merely to the paragraph, section or other subdivision in which such words appear. In the event that any one or more of the phrases, sentences, clauses, or paragraphs contained in this Agreement shall be declared invalid, this Agreement shall be construed as if it did not contain such phrase, clause or paragraph.
14. **Confidentiality.** Team and Sponsor agree that they will hold the terms and conditions of this Agreement in strict confidence and shall not make any disclosure, publicly or privately, of the terms and conditions hereof (including any initial public announcement of the existence or terms of this Agreement), other than as agreed mutually by the parties, and except as otherwise required by law.

**SCHEDULE A**

**INVENTORY**

- 8 ft tall by 32ft wide OF Billboard
- Video board commercial to be played pregame
- Lexington Legends to help produce a separate :15/:30 second commercial for the videoboard

**SCHEDULE B**

**FEES AND OTHER SPONSOR OBLIGATIONS**

Sponsor shall pay the Sponsorship Fees in the following amounts:

**Initial Term Fees:**

Year 1 \$24,000

**Total** \$24,000

Payment Schedule as follows:

60 days after the contract is signed.

**Payment Terms:**

- a. Sponsor shall make full payment by **March 15, 2026**
- b. Sponsor agrees to pay any and all costs that Team suffers as a result of failure of payment.
- c. Sponsor may revoke this payment authorization by emailing Justin Ferrarella at [jferrarella@lexingtonlegends.com](mailto:jferrarella@lexingtonlegends.com) such time and manner as to afford the Team a reasonable opportunity to act upon Sponsor's request.
- d. If Sponsor revokes this authorization, Sponsor will still be responsible for paying the remaining amounts owed under the terms of this Agreement at the time of revocation.
- e. If any payment subject to this Agreement is returned unpaid, Sponsor authorizes the Team to resubmit a charge up to two additional times (or any greater number permitted by law) and/or cancel Sponsor's Account following 30 days' notice.
- f. Sponsor understands that its bank may charge a fee if a payment is returned for insufficient funds, and that the Team will have no liability for any such fee.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SPONSORSHIP AGREEMENT WITH TEMERITY BASEBALL TEAM III, LLC, D/B/A THE LEXINGTON LEGENDS, FOR THE DISPLAY OF RECRUITING ADVERTISEMENTS DURING THE 2026 SEASON, FOR THE DEPARTMENT OF PUBLIC SAFETY AT A COST NOT TO EXCEED \$24,000.00.

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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 Agreement, which is attached hereto and incorporated herein by reference, with Temerity Baseball Team III, LLC, d/b/a the Lexington Legends, for the display of recruiting advertisements during the 2026 season, for the Department of Public Safety.

Section 2 – That an amount, not to exceed the sum of \$24,000.00 be and hereby is approved for payment to Temerity Baseball Team III, d/b/a the Lexington Legends, from account no: #1105–505001–75106, pursuant to the terms of the agreement.

Section 3 – 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

0181-26:RSJ:4897-4921-8708, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0189-26**

**File ID:** 0189-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Grants and Special Programs

**File Created:** 02/27/2026

**File Name:** Request Council authorization to execute Amendment No. 1 to the agreements with Repairers of The Breach Inc. to add E7 Kids Café located at 180 E. Maxwell, Lexington, Kentucky 40508 in Census Tract #8.02 as a project service area.

**Final Action:**

**Title:** Authorization to execute Amendment No. 1 to the agreements with Repairers of The Breach Inc. (Reso 256-2024 and Reso 226-2024) to add E7 Kids Café located at 180 E. Maxwell, Lexington, Kentucky 40508 in Census Tract #8.02 as a project service area. No budgetary impact. (L0189-26)(Reynolds/Lanter)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 26- Blue Sheet Memo Amendment Repairers of The Breach, First Amendment Repairers of The Breach, Inc. FY2023 CDBG, FY23 CDBG Repairers Agreement - Fully Executed, First Amendment Repairers of The Breach, Inc. FY2024 CDBG, FY24 CDBG Repairers Agreement - Fully Executed

**Enactment Number:**

**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:
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### Text of Legislative File 0189-26

#### Title

Authorization to execute Amendment No. 1 to the agreements with Repairers of The Breach Inc. (Reso 256-2024 and Reso 226-2024) to add E7 Kids Café located at 180 E. Maxwell, Lexington, Kentucky 40508 in Census Tract #8.02 as a project service area. No budgetary impact. (L0189-26)(Reynolds/Lanter)

#### Summary

Authorization to execute Amendment No. 1 to the agreements with Repairers of The Breach Inc. (Reso 256-2024 and Reso 226-2024) to add E7 Kids Café located at 180 E. Maxwell, Lexington, Kentucky 40508 in Census Tract #8.02 as a project service area. No budgetary impact. (L0189-26)(Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Completed by Michael Cravens, 2/27/2026

**Risk Management:** N/A

Fully Budgeted: There is no budgetary impact.

Account Number: 3120-900237-0001-71101

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project: CDBG\_2024 and CDBG\_2025

Activity: C05D

Budget Reference: 2024 and 2025

Current Balance:



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

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

**DATE: FEBRUARY 27, 2026**

**SUBJECT: Amendment No. 1 to Agreements with Repairers of The Breach, Inc.**

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**Request:** Council authorization to execute Amendment No. 1 to the agreements with Repairers of The Breach Inc. to add E7 Kids Café located at 180 E. Maxwell, Lexington, Kentucky 40508 in Census Tract #8.02 as a project service area.

**Why are you requesting?** On May 11, 2023 (Resolution 256-2023) and May 9, 2024 (Resolution 226-2024), Council authorized the Mayor to execute agreements with entities approved in the 2023 and 2024 Consolidated Plan. Repairers of The Breach, Inc. was awarded \$20,000 in Community Development Block Grant Program (CDBG) funds provided by the 2023 Consolidated Plan and \$20,000 in CDBG funds provided by the 2024 Consolidated Plan to provide low-income youth after-school meals, tutoring, computer access, field trips and educational enrichment activities.

Repairers of The Breach, Inc. has requested to add E7 Kids Café location at 180 E. Maxwell Street in Census Tract #8.02 as a service area.

**What is the cost in this budget year and future budget years?** All funds were previously budgeted. There are no anticipated costs in future budget years.

**Are the funds budgeted?** There is no budgetary impact.

**File Number:** 0189-26

**Director / Commissioner:** Reynolds/Lanter



**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**

**THIS AMENDMENT TO AGREEMENT**, made and entered into on this \_\_\_\_\_ day of, \_\_\_\_\_, 2026, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **REPAIRERS OF THE BREACH, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is PO Box 34152, Lexington, Kentucky 40588 (hereinafter referred to as (hereinafter referred to as ‘SUBRECIPIENT’)).

**WHEREAS**, Government and Grantee entered into an Agreement dated January 24, 2024 (“Agreement”), in which the SUBRECIPIENT was allocated \$20,000 in federal funds from the United States Department of Housing and Urban Development's (hereinafter referred to as “HUD”) Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-23-MC-21-0004 awarded August 23, 2023;

**WHEREAS**, SUBRECIPIENT has requested an amendment to add E7 Kids Café youth services program located at 180 E. Maxwell, Lexington, Kentucky 40508 with Census Tract #8.02 as a service area to provide low-income persons after-school meals, tutoring, computer access, field trips and educational enrichment activities.

**WHEREAS**, the GOVERNMENT responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

**WHEREAS**, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. **WHEREAS**, the GOVERNMENT’S 2023 Consolidated Plan/Annual Action Plan allocates \$20,000 in funds to the SUBRECIPIENT, Repairers of the Breach, Inc., with Unique Entity Identifier LZ9VT9KVA5X3 for operation of the E7 Kids Café youth services program located at 180 E. Maxwell Street, Lexington, Kentucky, 40508 principally for low-income persons in Census Tracts #8.02, #9 and #19;
2. In all other respects, except as specifically modified herein, the terms of the Agreement dated January 24, 2024, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.

**IN WITNESS WHEREOF**, the parties executed this Amendment the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY \_\_\_\_\_  
Linda Gorton, Mayor

**ATTEST:**

\_\_\_\_\_  
Clerk of Urban County Council

**REPAIRERS OF THE BREACH, INC.**

BY \_\_\_\_\_  
Ashlee Vogelsang, Executive Director

# COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## SUBRECIPIENT AGREEMENT

**THIS AGREEMENT**, made and entered into on 24 day of January, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **REPAIRERS OF THE BREACH, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is PO Box 34152, Lexington, Kentucky 40588 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT')).

**WHEREAS**, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-23-MC-21-0004 awarded August 23, 2023;

**WHEREAS**, the GOVERNMENT'S 2023 Consolidated Plan/Annual Action Plan allocates \$20,000 in funds to the SUBRECIPIENT, Repairers of the Breach, Inc., with Unique Entity Identifier LZ9VT9KVA5X3 for operation of the E7 Kids Café youth services program located at 180 E. Maxwell Street, Lexington, Kentucky, 40508 principally for low-income persons in Census Tracts #9 and #19;

**WHEREAS**, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

**WHEREAS**, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

### I. STATEMENT OF WORK

#### A. Activities

The SUBRECIPIENT will be responsible for the operation of the E7 Kids Café youth services program which is an after-school program that provides meals, tutoring, computer access, field trips and educational enrichment activities. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

#### B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons. The SUBRECIPIENT shall document that at least 51% of the participants in this mentoring program are low- and moderate-income.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

The goals for this project are:

- 15% increase program participation during the next 12 months.
- 80% of after-school program participants will show improved mathematic assessment scores.
- 75% of after-school program participants will show improved reading assessment scores.
- 80% of program participants will report improved confidence in grade-level math activities.
- 75% of program participants will report improved confidence in grade-level reading.

D. Budget and Use of Funds

Funds in the amount of \$20,000 shall be used exclusively for personnel costs. The approved budget is below:

<u>Salaries</u>	<u>\$20,000</u>
Total	\$20,000

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$20,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be September 1, 2023, through December 31, 2024.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

**II. RECORDS AND REPORTS**

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this

Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

<b>Quarter</b>	<b>Due</b>
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

The quarterly reports shall provide information on the number of individuals (youth and adults) with improved access to services, and their race, ethnicity, national origin, age, sex, and disability. Quarterly reports shall provide narrative description of the services provided and shall provide information on the percentage of tutoring program participants who meet their initial learning objectives within 3 months, on the percentage of tutoring program participants who show improved school grades, and the percentage who show improved results on teacher evaluations.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30<sup>th</sup>.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

## 2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

## G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## III. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

- a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- b. Proceeds from the disposition of equipment purchased with CDBG funds;
- c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
- d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less

the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

#### **IV. SUSPENSION AND TERMINATION**

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

#### **V. REVERSION OF ASSETS**

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of \$25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of \$25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

#### **VI. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

##### **A. Financial & Program Management**

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **B. Cost Principles**

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

##### **C. Procurement and Contractor Oversight**

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently

follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(1)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

## VII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied

the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

#### D. Conduct

##### 1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

##### 2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

##### 3. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing

regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

## VI. GENERAL CONDITIONS

- A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word “defend” includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT’S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
  2. The word “claims” includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
  3. The word “losses” includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

- D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.
- G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

*Linda Gorton*

\_\_\_\_\_  
Linda Gorton, Mayor

ATTEST:

*Mackenzie Steck*  
\_\_\_\_\_  
Clerk of Urban County Council

*Deputy*

**REPAIRERS OF THE BREACH, INC.**

BY *Ashlee Vogelsang*  
\_\_\_\_\_

Ashlee Vogelsang, Executive Director

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**

**THIS AMENDMENT TO AGREEMENT**, made and entered into on this \_\_\_\_\_ day of, \_\_\_\_\_, 2026, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **REPAIRERS OF THE BREACH, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is PO Box 34152, Lexington, Kentucky 40588 (hereinafter referred to as (hereinafter referred to as ‘SUBRECIPIENT’)).

**WHEREAS**, Government and Grantee entered into an Agreement dated January 17, 2025 (“Agreement”), in which the SUBRECIPIENT was allocated \$20,000 in federal funds from the United States Department of Housing and Urban Development's (hereinafter referred to as “HUD”) Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

**WHEREAS**, SUBRECIPIENT has requested an amendment to add E7 Kids Café youth services program located at 180 E. Maxwell, Lexington, Kentucky 40508 with Census Tract #8.02 as a service area to provide low-income persons after-school meals, tutoring, computer access, field trips and educational enrichment activities.

**WHEREAS**, the GOVERNMENT responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

**WHEREAS**, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. **WHEREAS**, the GOVERNMENT’S 2024 Consolidated Plan/Annual Action Plan allocates \$20,000 in funds to the SUBRECIPIENT, Repairers of the Breach, Inc., with Unique Entity Identifier LZ9VT9KVA5X3 for operation of the E7 Kids Café youth services program located at 180 E. Maxwell Street, Lexington, Kentucky, 40508 principally for low-income persons in Census Tracts #8.02, #9 and #19;
2. In all other respects, except as specifically modified herein, the terms of the Agreement dated January 17, 2025, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.

**IN WITNESS WHEREOF**, the parties executed this Amendment the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY \_\_\_\_\_  
Linda Gorton, Mayor

**ATTEST:**

\_\_\_\_\_  
Clerk of Urban County Council

**REPAIRERS OF THE BREACH, INC.**

BY \_\_\_\_\_  
Ashlee Vogelsang, Executive Director

# COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## SUBRECIPIENT AGREEMENT

**THIS AGREEMENT**, made and entered into on 17<sup>th</sup> day of Jan., 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **REPAIRERS OF THE BREACH, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is PO Box 34152, Lexington, Kentucky 40588 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT')).

**WHEREAS**, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

**WHEREAS**, the GOVERNMENT'S 2024 Consolidated Plan/Annual Action Plan allocates \$20,000 in funds to the SUBRECIPIENT, Repairers of the Breach, Inc., with Unique Entity Identifier LZ9VT9KVA5X3 for operation of the E7 Kids Café youth services program located at 180 E. Maxwell Street, Lexington, Kentucky, 40508 principally for low-income persons in Census Tracts #9 and #19;

**WHEREAS**, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

**WHEREAS**, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

### **I. STATEMENT OF WORK**

#### **A. Activities**

The SUBRECIPIENT will be responsible for the operation of the E7 Kids Café youth services program which is an after-school program that provides meals, tutoring, computer access, field trips and educational enrichment activities. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

#### **B. National Objectives**

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons. The SUBRECIPIENT shall document that at least 51% of the participants in this mentoring program are low- and moderate-income.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

The goals for this project are:

- 15% increase program participation during the next 12 months.
- 80% of after-school program participants will show improved mathematic assessment scores.
- 75% of after-school program participants will show improved reading assessment scores.
- 80% of program participants will report improved confidence in grade-level math activities.
- 75% of program participants will report improved confidence in grade-level reading.

D. Budget and Use of Funds

Funds in the amount of \$20,000 shall be used exclusively for personnel costs. The approved budget is below:

<u>Salaries</u>	<u>\$20,000</u>
Total	\$20,000

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$20,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be December 3, 2024, through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

**II. RECORDS AND REPORTS**

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this

Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

<b>Quarter</b>	<b>Due</b>
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

The quarterly reports shall provide information on the number of individuals (youth and adults) with improved access to services, and their race, ethnicity, national origin, age, sex, and disability. Quarterly reports shall provide narrative description of the services provided and shall provide information on the percentage of tutoring program participants who meet their initial learning objectives within 3 months, on the percentage of tutoring program participants who show improved school grades, and the percentage who show improved results on teacher evaluations.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30<sup>th</sup>.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

## 2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

## G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## III. PROGRAM INCOME

“Program Income” means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

- a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- b. Proceeds from the disposition of equipment purchased with CDBG funds;
- c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
- d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less

the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

#### **IV. SUSPENSION AND TERMINATION**

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

#### **V. REVERSION OF ASSETS**

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of \$25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of \$25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

#### **VI. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

##### **A. Financial & Program Management**

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **B. Cost Principles**

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

##### **C. Procurement and Contractor Oversight**

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently

follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

## VII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied

the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

#### 6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

#### 7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

## 8. Affirmative Action

### a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

### b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

## B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

## C. Section 3 of the Housing and Urban Development Act of 1968

### a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing

regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

## **VI. GENERAL CONDITIONS**

- A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word “defend” includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT’S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
  2. The word “claims” includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
  3. The word “losses” includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

- D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.
- G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

*Linda Gorton*

\_\_\_\_\_  
Linda Gorton, Mayor

ATTEST:

*Mackenzie Stock*  
\_\_\_\_\_  
Clerk of Urban County Council

*Deputy*

**REPAIRERS OF THE BREACH, INC.**

BY *Ashlee Vogel*  
\_\_\_\_\_

Ashlee Vogelsang, Executive Director



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0190-26**

**File ID:** 0190-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Grants and Special Programs

**File Created:** 02/27/2026

**File Name:** Request Council authorization to execute an agreement with Saint Joseph Health System, Inc. for the use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program-FY 2026.

**Final Action:**

**Title:** Authorization to execute an agreement with Saint Joseph Health System, Inc. for the use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program for a period of January 1 through December 31, 2026. No budgetary impact. (L0190-26) (Weathers/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 26- Bluesheet SANE St Joseph Health Agreement, Updated Draft - SJHS and LFUCG Contract, 190-26 st joseph 4924-6089-3587 v.1.doc

**Enactment Number:**

**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:
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### Text of Legislative File 0190-26

#### Title

Authorization to execute an agreement with Saint Joseph Health System, Inc. for the use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program for a period of January 1 through December 31, 2026. No budgetary impact. (L0190-26)(Weathers/Armstrong)

#### Summary

Authorization to execute an agreement with Saint Joseph Health System, Inc. for the use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner

Program for a period of January 1 through December 31, 2026. No budgetary impact.

(L0190-26)(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 2/27/2026

**Risk Management:** N/A

Fully Budgeted: No budgetary impact.

Account Number:

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:



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

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

**DATE: FEBRUARY 27, 2026**

**SUBJECT: Agreement with Saint Joseph Health System, Inc. for Sexual Assault  
Nurse Examiner Program for 2026**

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**Request:** Council authorization to execute an agreement with Saint Joseph Health System, Inc. for the use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program—FY 2026.

**Purpose of Request:** The Lexington-Fayette Urban County Government has been awarded federal funds under the Violence Against Women Act by the Kentucky Justice and Public Safety Cabinet for the continuation of the Sexual Assault Nurse Examiner Program in the Division of Police. This program provides for the use of specially trained Sexual Assault Nurse Examiners (S.A.N.E.s) for the performance of forensic examinations on the victims of sexual assault. In order to provide the victims of sexual assault with maximum privacy, only one area hospital emergency room will be used for all examinations.

**What is the cost in this budget year and future budget years?** Saint Joseph Health System, Inc. has agreed to provide an allocation of emergency room space to this program at no cost. Future budget years cost is dependent on available grant funding.

**Are the funds budgeted?** N/A

**File Number:** 0190-26

**Director/Commissioner:** Weathers/Armstrong



## SEXUAL ASSAULT NURSE EXAMINER PROGRAM AGREEMENT

**THIS SEXUAL ASSAULT NURSE EXAMINER PROGRAM AGREEMENT** (hereinafter “Agreement”), is made and entered into on this the 1<sup>st</sup> day of January 2026 and effective as of the last day of December 2026, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Kentucky 40504 (hereinafter referred to as “Government”), and the **SAINT JOSEPH HEALTH SYSTEM, INC.**, a not-for-profit corporation, whose primary place of business is 1 St. Joseph Drive Street, Lexington, Kentucky 40504 (hereinafter referred to as “System”, Government and System are each a “Party” and collectively, the “Parties”).

### RECITALS

**WHEREAS**, it is the intent of the Parties to mutually cooperate in providing skilled clinical personnel for medical forensic services that complies with Chapters 216B and 314 of the Kentucky Revised Statutes and all administrative regulations related thereto;

**WHEREAS**, the Government has applied for and received federal funds (“Funds”) from the Commonwealth of Kentucky Justice Cabinet for implementation of a Sexual Assault Nurse Examiner Program (“SANE Program”) to support local hospitals treating victims of sexual assault in compliance with Kentucky Revised Statute 216B.400;

**WHEREAS**, the System owns and operates multiple duly licensed hospitals pursuant to Chapter 216B of the Kentucky Revised Statutes and desires to make a SANE Program available to its patients pursuant to Kentucky Revised Statute 216B.140 and 216B.400.

**WHEREAS**, Government is willing to provide the skilled clinical personnel to operate the SANE Program and offer SANE Program services to patients of System and System has agreed to provide a clinical area for the Government to implement its SANE Program;

**NOW THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the Parties hereto agree as follows:

### SECTION I

#### SCOPE OF AGREEMENT

- A. This Agreement shall have a term of one (1) year, beginning **January 1, 2026**, through **December 31, 2026**. Either Party may terminate this Agreement prior to the end of a one (1) year term without cause, by providing thirty (30) days’ advanced written notice to the other Party.
- B. The Government, through its SANE Program, shall provide Sexual Assault Nurse Examiner (s), as that term is defined in Chapter 314 of the Kentucky Revised Statutes (hereinafter

referred to as “SANE Nurses”), on an as-available basis to the System, in order to perform the following services (“SANE Services”), as appropriate, at System:

1. Performance of medical forensic evaluations;
2. Obtain medical forensic histories of patients who make a complaint of sexual assault;
3. Explanations of medical forensic care to patients and collection of patient consent forms from patient before providing any medical forensic care;
4. Identification, packaging, and preservation of forensic evidence;
5. Creation of records of the medical forensic examination and the maintenance of confidentiality for all such records, within the parameters specified in this Agreement and in the patient’s consent form; and
6. Communication with law enforcement officers and other agencies, as needed.

The Parties mutually understand and agree that no other services, clinical or otherwise, are authorized by this Agreement, other than those services listed herein.

- C. The System shall designate a clinical practice area in the emergency room at CHI Saint Joseph Health - Saint Joseph Hospital (“SJH”), and at a later time and date as agreed upon by the Parties, CHI Saint Joseph Health - Saint Joseph East (“SJE”), for exclusive use by the Government, through its SANE Program, to perform the services specified in Section I of this Agreement. The System shall also maintain security to the designated space and shall limit access to the space to the Government’s employees and contractors.
- D. In order to further the System’s mission of providing quality health care to all segments of the community, Government agrees to abide by System policies to accept all patients and to treat all medically indigent patients without regard to ability to pay and without regard to race, color, national origin, citizenship, sex, age, sexual orientation, disability, religion, or other factors unrelated to the patient’s need for services, so long as the patient is capable of giving informed consent and has actually given informed consent, which shall be documented on any form(s) required by the Government, prior to the receipt of services. The Parties understand that the utilization of the SANE Program is for purposes of examination and not for the decision by the patient to report the alleged criminal offense for law enforcement purposes.

## **SECTION II**

### **RIGHTS AND OBLIGATIONS OF THE GOVERNMENT**

- A. The System shall provide, at no cost to the Government, the SART room for the SANE Program to conduct forensic examinations and providing the clinical practice area described in Section I of this Agreement so that all specialized equipment to fulfill the grant requirements is readily available for such services.
- B. The Government shall provide and maintain any and all equipment and supplies necessary for identifying, obtaining, packaging, and preserving forensic evidence that the SANE Program conducts.

- C. The Government shall ensure that all SANE Nurses it provides the System are appropriately licensed and trained to perform the services specified in Section I of this Agreement, and shall adequately train and supervise the SANE Nurses to ensure that all services the SANE Nurses provide comply with the Kentucky Nurse Practice Act and the standards of clinical nursing practice, as well as the policies and procedures, regulations and guidelines (“Policies”) of the System, which shall all be in writing and provided to the Government on or before the effective date of this Agreement. Government shall ensure that the SANE Nurses have complied with all System health requirements identified in these Policies and provide any requested proof before such SANE Nurse begins services. Government shall also ensure and provide any requested proof that the SANE Nurse has complied with all System Human Resources background and verification checks, which shall be listed in the Policies.
- D. System reserves the right to revise or issue new health and background requirements at any time during the term of this Agreement. Should new requirements be issued or existing requirements revised, written notice shall be sent to Government at the notice address designated below. Any SANE Nurses already onsite at System shall be given thirty (30) days from the date notice is sent to come into compliance with any new or revised health or background requirements.
- E. The Government shall schedule “on-call” SANE Nurses and shall be responsible for prioritizing the availability of SANE Nurses to perform the services specified herein. But the Parties understand and agree that nothing in this Agreement shall be interpreted as to require the Government to ensure that it shall have SANE Nurses available to perform any and all services referenced in this Agreement twenty-four (24) hours of each day of the calendar year. Further, nothing in this Agreement shall be interpreted as to remove any obligation of the System to perform sexual assault nurse examinations in compliance with all applicable state law, where and when applicable.
- F. The Government shall require its SANE Nurses to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Six Million (\$6,000,000) Dollars annual aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the System as 'additional insured' thereunder. The policy of insurance shall provide that such insurance shall not be cancelled, modified or permitted to lapse without (30) days prior written notice to System.
- G. The Government shall promptly inform System of any lawsuit that is threatened when it receives knowledge of said threat, and shall inform the System of any patient care event of which it becomes aware, if that event causes or contributes to injury or death, and could foreseeably result in a lawsuit.
- H. The SANE Program will maintain acceptable standards and procedures for selection, training, assignment and evaluation of SANE Nurses.

### **SECTION III**

## **RIGHTS AND OBLIGATIONS OF THE SYSTEM**

- A. The System, through its emergency department staff, shall perform a medical screening examination, in accordance with federal and state law and with the System's policy. As soon as System's emergency department staff determines that the patient is medically stabilized and ready to have the medical forensic examination, they shall then refer the patient to the SANE Program by calling Lexington Police Department dispatch at: 859-258-3600, only if the patient so requests the examination, should the patient be able to properly consent to such an examination request. The examination shall only be undertaken upon the consent of the patient.
- B. The System shall provide Key/Card access to the emergency department for the SANE Nurse contracting with the SANE Program.
- C. The System shall be responsible for maintenance of the walls, floor, ceiling, attachments thereon and all mechanical functions of the space the System provides, as referenced in Section I of this Agreement.
- D. The System understands and acknowledges that it remains obligated to perform sexual assault nurse examinations in compliance with all applicable state law, notwithstanding this Agreement. Further, nothing in this Agreement shall be interpreted as removing the System's obligation imposed by state statute or otherwise shifting that obligation of compliance to Government.
- E. The System agrees that in the event Government is unable to provide a SANE Nurse for a forensic evaluation, the System shall timely perform a forensic examination that complies with Chapter 216B of the Kentucky Revised Statutes and with any regulations related thereto. The System agrees that it will not refuse to provide or otherwise delay providing any patient with a sexual assault nurse examination due to the Government's inability to provide a SANE Nurse, within its control.

## **SECTION IV**

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

- A. The Parties agree to abide by the rules and regulations regarding the confidentiality of personal medical records and information as mandated by the Health Insurance Portability Act (42 USC 1320d) and set forth in federal regulations at 45 CFT Parts 160 and 164.
- B. The Parties agree that any and all forensic evidence collected by any SANE Nurse while providing services specified in this Agreement does not qualify as protected health information, defined below, and therefore is not subject to the rules of confidentiality specified in this Agreement or in Exhibit A, attached hereto. Further, all forensic evidence collected in

the performance of services specified in this Agreement is and shall remain the property of the Government.

- C. The System will direct its physicians and clinical staff to hold all individually identifiable patient health information (“Protected Health Information”) that may be shared, transferred, transmitted, or otherwise obtained pursuant to the Agreement strictly confidential, and to comply with Government policies and procedures including those governing the use and disclosure of protected health information afforded by applicable federal, state, and local laws and/or regulations regarding the security and the confidentiality of patient health care information including, but not limited to, any regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). It is expressly understood and agreed to by the Parties that the physicians as such are not and shall not be considered to be employees of the Government for any other purposes.
- D. Both Parties to abide by the attached Business Associate Agreement, attached as Exhibit A.

## **SECTION V**

### **RELATIONSHIP OF THE PARTIES**

- A. The Parties hereto agree that the SANE Program is and throughout the term of this Agreement will remain an independent entity performing certain duties and obligations under this Agreement and that the relationship created by this Agreement is not intended, nor shall it be construed, to create a joint venture, a partnership, or any other employer-employee relationship between the System and the SANE Program. Further, the Nurses will neither be, nor be deemed to be, employees of the System for any purposes.
- B. The System shall not be required to provide the Government or the SANE Nurse and SANE Program with access to its Electronic Medical / Health Record system. All necessary medical documentation for the purposes of this SANE Program are the responsibility of the Government. All proceedings, files, records, patient medical records and related information of System, the Medical Staff and committees thereof pertaining to the evaluation and improvement of the quality of patient care in System, shall be maintained by and are the property of System, and shall be kept strictly confidential by Government. Government shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law, court order, or permitted release pursuant to the prior written authorization of System. This covenant shall survive the termination of this Agreement.
- C. The System is not responsible for payment to the SANE Nurses of any and all wages, salaries, federal, state and municipal withholding taxes and Social Security taxes if indicated. The Parties mutually understand and agree that SANE Nurses are not entitled to any benefits provided by the System to its employees, including but not limited to, group health insurance, dental insurance, unemployment insurance benefits, workers’ compensation and disability insurance.
- D. System certifies upon execution of this Agreement that it complies with the federal and state

constitutions and all applicable federal and state laws regarding nondiscrimination. System provides equal opportunities for qualified persons in all aspects of System operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender-identity, gender-expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or a nonsmoker, as long as the person complies with System policy concerning smoking.

- E. Additionally, Government affirms that it is aware that System operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven days a week compliance hotline. Government has been informed that a copy of the compliance plan is on file or can be viewed online, and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should Government be found to have violated the compliance plan, the System can, at its sole discretion, terminate this Agreement upon written notice. Government recognizes that it is under an affirmative obligation to immediately report to the System's corporate compliance officer through the compliance hotline of any actions by an agent or employee of the System, which Government believes, in good faith, violates an ethical, professional or legal standards to the SJHS Corporate Responsibility Officer, either directly at 859-313-4718, or through the compliance hotline at 1-800-845-4310 or <https://compliancehotline.commonspirit.org>.
- F. Government also affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal Health Care Program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other state or federal government payment program. In the event that Government is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, Government will send written notice to the System at the address provided in this Agreement, by certified mail, within forty-eight (48) hours after said event. System has the right to immediately terminate this Agreement upon receipt of any notice that the Government is excluded from participation in a Federal health care program, whether or not notice is given in conformity with this Agreement.
- G. Government warrants that all of the SANE Services to be provided hereunder, whether by it directly or by approved subcontractors, contractors or employees of Government, shall comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by Government if it shall fail to observe this requirement. If such a breach is not cured in accordance with this Agreement, System may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, Government warrants that the SANE Services to be provided hereunder shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder ("HIPAA"); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice;

and (f) any updates or amendments to such laws, rules, regulations, requirements and standards. With respect to the SANE Services, the Parties shall execute a Business Associate Agreement in the form approved by System which shall comply with the provisions set forth in such Business Associate Agreement, if applicable.

- H. System warrants that it shall comply with all applicable federal, state, and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by System if it shall fail to observe this requirement. If such breach is not cured in accordance with this Agreement, Government may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, System warrants it shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder (“HIPAA”); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice; and (f) any updates or amendments to such laws, rules, regulations, requirements and standards.
- I. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The Parties specifically acknowledge and agree that any benefits which Government receives under this Agreement constitute reasonable payment for the SANE Services hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to System, and this Agreement is not intended to influence the judgment of Government in choosing the medical facility appropriate for the proper treatment and care of his or her patients. There is no requirement that Government make referrals to, or be in a position to make or influence referrals to, or otherwise generate business for System as a condition for receiving such benefits. The Parties specifically intend to comply with the federal Anti-Kickback provisions (42 U.S.C. § 1320a-7b(b)) and any analogous state law.
- J. The Parties also agree to the terms and conditions as set forth in Exhibit B.

## **SECTION VI**

### **MISCELLANEOUS TERMS AND CONDITIONS**

- A. Any written notice required or permitted under this Agreement, except where otherwise specified, shall be delivered by hand or by certified mail, return receipt requested, and directed to the representative party at the address listed below:

For System:

Saint Joseph Health System, Inc.  
System Administration  
1 St. Joseph Drive  
Lexington, Kentucky 40504  
Attn: Market CEO

With a copy to:

Saint Joseph Health System, Inc.  
Legal Services  
1401 Harrodsburg Road, Suite A220  
Lexington, Kentucky 40504  
Attn: Corporate Counsel

For Government:

LFUCG Division of Police, Bureau of Investigation, Special Victims Section  
150 East Main Street  
Lexington, KY 40507  
Attn: Angela Wallace, SANE Coordinator

- B. This Agreement cannot be changed or modified except through a separate written amendment, executed by both Parties.
- C. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance to the laws of the Commonwealth of Kentucky.
- D. This Agreement constitutes the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and understandings between the Parties with respect to its subject matter.
- E. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable with its terms.
- F. The Parties agree that the relationship created by this Agreement is not intended, nor shall it be construed, to create a joint venture, a partnership, or any other employer-employee relationship between the System, the Government, or the Government's SANE Program. Further, the SANE Nurses will neither be, nor be deemed to be, employees of the System for any purposes.
- G. Unless otherwise expressly provided in this Agreement, each Party to this Agreement shall

bear sole responsibility for all expenses incurred by such Party in connection with this Agreement, including legal fees, whether or not the transactions contemplated by this Agreement are consummated.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers on this the day and year first set out above.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

\_\_\_\_\_

Linda Gorton, Mayor

**ATTEST:**

\_\_\_\_\_

Clerk, Urban County Council

**SAINT JOSEPH HEALTH SYSTEM, INC.**

By: \_\_\_\_\_

*Matt Grimshaw, MBA, its Market President*

COMMONWEALTH OF KENTUCKY     )

)

COUNTY OF FAYETTE                 )

Subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by **MATT GRIMSHAW, MBA**, by and on behalf of Saint Joseph Health System, Inc., a not-for-profit corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

**Exhibit A**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

The Parties agree that, under this HIPAA Business Associate Exhibit, Lexington-Fayette Urban County Government (“**Business Associate**”) shall have all the rights and obligations of a “Business Associate” as defined in HIPAA (defined below), and Saint Joseph Health System, Inc., a member of the CommonSpirit Health Organized Health Care Arrangement (OHCA) (“**Covered Entity**”) shall have all the rights and obligations of a “Covered Entity,” as defined in HIPAA. This Exhibit will apply to all services Business Associate provides now or in the future to Covered Entity and to CommonSpirit Health OHCA members. The OHCA members are listed at <https://commonspirit.org/app/uploads/2019/01/1093849.pdf>

**1. General Provisions, Including Definitions.** This Exhibit is intended to apply to all services provided to Covered Entity by Business Associate, as of the last date signed below, whether or not such engagement has been reduced to writing, and this Exhibit supersedes any form of business associate agreement or provision that the Parties may have heretofore entered into with respect to the subject matter herein. The provisions of this Exhibit shall remain effective as long as Business Associate creates, receives, maintains or transmits PHI on behalf of Covered Entity, no matter whether the Agreement (as defined below) remains effective or not. All capitalized terms not defined in this Exhibit shall have the meaning ascribed to them by HIPAA, including Business Associate, Covered Entity, Data Aggregation, and Designated Record Set.

(a) “**Agreement**” shall mean the agreement to which this Exhibit is attached or incorporated within by reference.

(b) “**Breach**” shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

(c) “**California Breach**” shall mean, with respect solely to information created, received, maintained, or transmitted by Business Associate from or on behalf of any California facilities, the unlawful or unauthorized access to, and use or disclosure of, Individuals’ medical information, as the term “medical information” is defined at California Civil Code Section 56.05.

(d) “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-005), and the rules, guidance and regulations promulgated thereunder, as amended from time to time, including 45 Code of Federal Regulations, Parts 160 and 164.

(e) “**Individual**” shall have the meaning given to such term under HIPAA and shall include a person who qualifies as a personal representative.

(f) “**Protected Health Information**” (“**PHI**”) shall have the meaning given to such term under HIPAA, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity. PHI includes, without limitation, electronic PHI (“**ePHI**”). PHI does not include evidence collected during a forensic evaluation, including but not limited to: witness testimony, forensic reports, imagery (including photographs,

video recordings, and images, but only when created during a forensic evaluation), and/or any form of physical evidence collected during the forensic evaluation.

(g) **“Secretary”** shall mean the Secretary of the U.S. Department of Health and Human Services or her/his designee.

(h) **“Unsuccessful Security Incident”** shall mean any attempted but unsuccessful access of system operations in an information system by a Packer Internet Groper (PING) program or other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of PHI.

(i) **“State”** shall mean the state in which Covered Entity is located. If this Exhibit applies to more than one Covered Entity, as indicated in the opening paragraph, in more than one state, “State” shall mean the state in which each Covered Entity is located, respectively.

(j) **“Subpart E”** shall mean 45 Code of Federal Regulations, Part 164, Subpart E, which consists of Sections 164.500 et seq., as amended from time to time.

## **2. Permitted Uses and Disclosures by Business Associate**

(a) **For Covered Entities.** Except as otherwise limited in the Agreement and this Exhibit, Business Associate (i) shall create, receive, maintain, transmit, access, Use or Disclose PHI for the benefit of Covered Entity and to perform functions, activities, or services as specified herein and any other agreements between the Parties involving PHI, and (ii) shall not Use or Disclose PHI in a manner that would violate HIPAA if done by Covered Entity. To the extent Business Associate is to carry out one or more of Covered Entity’s obligations under Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(b) **Minimum Necessary.** Business Associate shall request, Use, or Disclose only the minimum amount of PHI necessary to perform the specified functions, activities or services, in accordance with HIPAA’s minimum necessary requirements. In the event of inadvertent access by Business Associate to more than the minimum necessary amount of Covered Entity’s PHI, Business Associate will: (i) treat all such PHI in accordance with the Agreement and this Exhibit; (ii) promptly notify Covered Entity, in accordance with Section 3(d) below, of such access; (iii) erase, delete, or return such PHI as quickly as possible; and (iv) take all necessary actions to prevent further unauthorized access to PHI beyond the minimum necessary amount.

(c) **Management of Business Associate.** Except as otherwise limited in the Agreement and this Exhibit, Business Associate may Use or Disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided that (i) the Disclosure is required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that such information shall remain confidential and be Used or further Disclosed solely as required by law or for the purpose of assisting Business Associate to meet Business Associate’s obligations under the Agreement. Business Associate shall require any person to whom PHI is Disclosed under this Subsection to notify Business Associate of any

instance of which it is aware in which the confidentiality or security of the PHI has been breached or its integrity compromised.

**(d) Data Aggregation.** Business Associate may Use PHI to provide Data Aggregation services solely for Covered Entity, consistent with HIPAA.

**(e) Compliance with State Laws.** Business Associate may Use, Disclose and access PHI only as permitted by State law, unless such State law is contrary to HIPAA and is preempted by HIPAA in accordance with 45 Code of Federal Regulations Sections 160.201 et seq.

### **3. Obligations of Business Associate**

**(a) Use and Disclosure.** Business Associate shall not Use or Disclose PHI other than as permitted or required by the Agreement, this Exhibit, or as required by law.

**(b) Safeguards.** Business Associate shall use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Exhibit. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. If Business Associate conducts credit card transactions (i) such safeguards shall consist of or include the recommendations of the Payment Card Industry Data Security Standards, found at <https://www.pcisecuritystandards.org> and (ii) Business Associate shall not store security code (i.e., CVC) information or credit card information in any form. Also, if Business Associate regularly extends, renews, or continues credit to individuals, or regularly allows individuals to defer payment for services, including setting up payment plans in connection with one or more covered accounts, as the term is defined by the Federal Trade Commission's Red Flag Rules, Business Associate warrants that it shall comply with the Red Flag Rules and, specifically, have in place and implement a written identity theft prevention program designed to identify, detect, mitigate, and respond to suspicious activities that could indicate that identity theft has occurred in Business Associate's business practice.

**(c) Mitigation.** Business Associate shall promptly mitigate, at Business Associate's expense and to the extent practicable, any harmful effect of a Use or Disclosure of PHI by Business Associate in violation of this Exhibit. Such mitigation shall be done with the advice and close cooperation of Covered Entity.

**(d) Notify Covered Entity.** Business Associate shall promptly notify Covered Entity by telephone **and** by email of any Security Incident, Breach, or California Breach in writing in the most expedient time possible, and not to exceed five (5) calendar days in the event of a Security Incident, Breach or California Breach, following Business Associate's initial awareness of such Security Incident, Breach, or California Breach. Notwithstanding any notice provisions in the Agreement, such notice shall be made to CommonSpirit Health's Chief Privacy Officer, at both the phone number and email below. Without limitation, Security Incidents shall include ransomware attacks and Business Associate's knowledge of other types of infectious malware on Business Associate's computer systems. However, this Section constitutes advance and ongoing notice of Unsuccessful Security Incidents, for which no further notice is necessary. Business Associate shall cooperate in good faith with Covered Entity in the investigation of any Breach, California Breach, or Security Incident.

Any notice required under this BAA to be given to a Party shall be made to:

If to Covered Entity:

Saint Joseph Health System, Inc.  
1 St. Joseph Drive  
Lexington, Ky 40504  
Attn: Lori Lamb, Chief Privacy Officer  
Telephone No.: 303-338-2743  
Email: [PrivacyOffice@commonspirit.org](mailto:PrivacyOffice@commonspirit.org)

If to Business Associate:

LFUCG Division of Police, SVU  
150 E. Main Street  
Lexington, Ky. 40507  
Attn: Angela Wallace  
Telephone No.: 859-258-3742  
Email: [awallace@lexingtonpolice.ky.gov](mailto:awallace@lexingtonpolice.ky.gov)

(e) **Risk Assessment and Breach Notification.** Following receipt of notification from Business Associate of a Breach or California Breach, Covered Entity shall ensure a Breach risk assessment is conducted to determine whether PHI has been compromised and notification to affected Individuals is required. Business Associate shall cooperate with Covered Entity in the investigation of the event, the conduct of a Breach risk assessment, and notification of Individuals as required by HIPAA. Covered Entity may delegate any or all aspects of the investigation, Breach risk assessment, and notification of Individuals to Business Associate. If Business Associate will provide any required notification(s), Business Associate shall provide such notification timely and provide Covered Entity with documentation of Business Associate's actions, including documentation of the names and addresses of those to whom the notifications were provided.

(f) **Cloud Services.** Business Associate may use a subcontractor for data hosting, where such subcontractor receives, has access to, creates, maintains, or transmits PHI (a "**Cloud Service Provider**"), only on the following conditions: (i) Use of the Cloud Service Provider is subject to prior approval by Covered Entity, which approval will require a cybersecurity risk assessment, in which Business Associate will co-operate in gathering information and documentation, and (ii) Use of a Cloud Service Provider is contingent on Business Associate committing contractually to be responsible for its own adherence to certain minimum security standards of Covered Entity and Business Associate's truthful representation that it has contractually obligated its Cloud Service Provider to adhere to the minimum security standards of Covered Entity.

(g) **Access.** If Business Associate holds PHI in Designated Record Sets as determined by Business Associate or Covered Entity, Business Associate shall provide prompt access to the PHI to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to an Individual in order to meet the requirements of HIPAA and State Law, as applicable. If requested, such access shall be in electronic format. If an Individual requests directly from Business Associate: (i) to inspect or copy his/her PHI, or (ii) Disclosure of PHI to a third party, Business Associate shall promptly notify Covered Entity's Chief Privacy Officer of such request in accordance with Section 3(d) above and await such officer's denial or approval of the request.

(h) **Amendments.** Business Associate shall promptly make amendment(s) to PHI requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it/them to comply with HIPAA and State Law, as applicable. If an Individual requests an amendment to his/her PHI directly by Business Associate, Business Associate shall promptly

notify Covered Entity's Chief Privacy Officer of such request in accordance with Section 3(d) above and await such officer's denial or approval of the request.

**(i) Internal Records.** Business Associate shall promptly make its internal practices, books, and records relating to the Use, Disclosure, or security of PHI that Business Associate received from, maintained or created for or on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine compliance with HIPAA.

**(j) Accountings.** Business Associate shall document all Disclosures of PHI and information related to such Disclosures as required under HIPAA in order that it may provide an accounting of such Disclosures as Covered Entity directs. Business Associate shall: (i) Provide an accounting as required under HIPAA to those Individuals who direct their requests to Business Associate; or (ii) Provide the accounting information required under HIPAA to Covered Entity, if so requested, in the time and manner specified by Covered Entity.

**(k) Destruction.** If, during the term of the Agreement, Business Associate wishes to destroy the PHI, it shall notify Covered Entity in writing about its intent to destroy data at least ten (10) business days before such date of destruction and shall comply with the requirements for destruction of PHI found in Section 5(a) of this Exhibit. If Covered Entity requests the return of any PHI, Business Associate shall comply as requested.

**(l) HIPAA Compliance.** Business Associate shall comply with 45 Code of Federal Regulations Part 164, Subpart C with respect to ePHI. Business Associate shall maintain policies and procedures, conduct ongoing risk assessment and risk management of its security program, identify a security official, and train and discipline its work force in compliance with the relevant portions of the Privacy and Security Regulations. Covered Entity shall have the right to request written copies of Business Associate's policies, procedures, programs, and training materials no more often than once per calendar year and Business Associate shall provide all such requested information within fifteen (15) business days of any request by Covered Entity. Business Associate shall maintain all documentation required under HIPAA for a period of six (6) years.

**(m) Business Associates.** Business Associate shall ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate, agrees in a written contract with Business Associate to the same restrictions and conditions that apply to Business Associate with respect to such information. In performing services under this Exhibit, Business Associate shall use agents, employees or subcontractors that are domiciled only within the United States of America and its territories. Notwithstanding anything to the contrary in the Agreement or this Exhibit, Business Associate shall not use any agent or subcontractor to perform any service requiring access to PHI under this Exhibit without the express written consent of an authorized representative of Covered Entity.

**(n) Sale of PHI.** Except as otherwise permitted by HIPAA, Business Associate shall not directly or indirectly sell or receive remuneration in exchange for any of Covered Entity's PHI unless Covered Entity or Business Associate, with Covered Entity's express written consent, obtains a valid, signed authorization from the Individual whose PHI is at issue that specifically allows that Individual's PHI to be further exchanged for remuneration by the entity receiving the PHI.

(o) **Law Firms.** Notwithstanding anything contained in this Exhibit, in no event shall Business Associate be required to act or omit to act in violation of the applicable Rules of Professional Conduct for attorneys.

**4. Effect of Breach of Obligations.** If Business Associate breaches any of its obligations, Covered Entity shall have the option to do the following:

(a) **Cure.** Provide Business Associate an opportunity to cure the breach, to the extent curable, and end the violation within a reasonable time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as and within the time specified by Covered Entity, or if the breach is not curable, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its future payment obligations, if any, and obligations to provide information, materials, equipment or resources to Business Associate; or

(b) **Termination.** Immediately terminate the Agreement and any other agreements between Business Associate and Covered Entity involving PHI, if Covered Entity reasonably determines that Business Associate: (i) has acted with gross negligence in performing its obligations; (ii) is itself or causes Covered Entity to be in violation of the law; (iii) willfully has violated or is violating the privacy and security provisions of this Exhibit or HIPAA; or (iv) is unable to provide, if requested, written assurances to Covered Entity of its ability to protect the confidentiality and security of the PHI.

**5. Effect of Termination**

(a) **Disposition of PHI.** Upon termination of this Exhibit and subject to Section 5(b) below, Business Associate shall promptly return to Covered Entity a copy of all PHI, including derivatives thereof, and shall take all reasonable steps to promptly destroy all other PHI held by Business Associate by: (i) shredding; (ii) securely erasing, or (iii) otherwise modifying the information in those records to make it unreadable or undecipherable through any means. This provision shall apply to all PHI in the possession of Business Associate and agents of Business Associate. At Covered Entity's request, Business Associate shall certify in writing that it has complied with the requirements of this Section.

(b) **Infeasible; Survival.** If Business Associate believes the return or destruction of PHI is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the Parties that return or destruction of PHI is infeasible, the obligations of Business Associate under this Exhibit shall survive the termination of this Exhibit. Business Associate shall limit the further Use or Disclosure of all PHI to the purposes that make its return or destruction infeasible. If Business Associate subsequently wishes to destroy PHI, Business Associate shall notify Covered Entity in writing about its intent to destroy data at least ten (10) business days before such date of destruction and shall comply with Section 5(a) above. If Covered Entity requests the return of any PHI, Business Associate shall comply as requested.

**6. Credit Monitoring.** In the event that either Covered Entity or Business Associate is required by law to notify Individuals whose PHI was inappropriately accessed, Used, or Disclosed by Business Associate, its employees, subcontractors, or its agents, and the PHI contains: (i) the

Individual's first initial or first name, last name, and social security number; (ii) the Individual's first initial or first name, last name, and driver's license or state identification card; (iii) the Individual's first initial or first name, last name, account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an Individual's financial account; or (iv) the Individual's first initial or first name, last name, and PHI, then Business Associate and Covered Entity shall work together to structure a credit monitoring offering commensurate to the risk posed by the Breach and Business Associate shall pay the costs of credit monitoring for one year or a longer time period if required by law for such individuals and the costs and fees related to timely notification in accordance with law.

**7. Amendment.** The Parties agree to promptly modify or amend this Exhibit to permit the Parties to comply with any new laws, rules or regulations that may subsequently be enacted or issued.

**8. General.** The Agreement (and attachments thereto) and this Exhibit are intended to be construed in harmony with each other, but in the event that any provision in this Exhibit conflicts with the provisions of the Agreement, or its other attachments, the provisions in this Exhibit shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict. This Exhibit supersedes and replaces all previous oral or written business associate agreements or exhibits between Business Associate and Covered Entity pertaining to protection of PHI. This Exhibit may be signed in two or more counterparts, all of which taken together shall be deemed to be one Exhibit. Signatures submitted via facsimile or electronic methods (scanned) or means shall be deemed original signatures of the Parties and shall be valid and binding upon the Parties hereto.

**9. No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Exhibit.

**10. Independent Contractor.** Business Associate and Covered Entity expressly acknowledge and agree that Business Associate is an independent contractor and shall not for any purpose be deemed to be an agent, employee, servant, partner, or joint venturer of Covered Entity.

**Exhibit B**  
**ADDITIONAL PROVISIONS**

This Addendum is part of that certain Sexual Assault Nurse Examiner Program Agreement, dated \_\_\_\_\_, by and between Saint Joseph Health System, Inc., (referred to in this Addendum as “System”) and Lexington-Fayette Urban County Government (referred to in this Addendum as “Contractor”). In its performance under this Agreement, each Party agrees to the following additional terms, incorporated by reference and made fully a part thereof. Any ambiguity or conflict shall be resolved in favor of these Additional Provisions.

- 1. Compliance with CSH Standards of Conduct.** Contractor shall comply with the CommonSpirit Health (“CSH”) *Standards of Conduct* as set forth in the *Our Values & Ethics at Work Reference Guide*, available at <http://www.catholichealthinitiatives.org/corporate-responsibility>.
- 2. Ethical and Religious Directives.** Contractor shall comply with the United States Conference of Catholic Bishops’ *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/>.
- 3. Legal Compliance.** Contractor shall comply with all applicable laws, rules, and regulations.
- 4. Insurance.** Contractor is self-insured. Should Contractor’s status as a self-insured entity change during the Term of this Agreement, then and only then shall it purchase and maintain usual and customary insurance applicable to Contractor’s obligations under this Agreement, including minimum coverage amounts of: \$1,000,000 USD per occurrence and \$3,000,000 USD annual aggregate for commercial general liability; \$1,000,000 USD per occurrence for automobile liability; and applicable statutory limits for workers’ compensation. These coverage limits are not intended to limit Contractor’s liability. If any of Contractor’s insurance policies are “claims-made” policies, Contractor shall purchase “tail” coverage upon the termination of such policy. Such “tail” coverage shall provide for an indefinite reporting period. Upon reasonable request, Contractor shall provide proof of applicable insurance policies to System.
- 5. Access to Records.** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Contractor shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor under this Agreement. If Contractor carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.
- 6. Breach of Additional Provisions.** If System determines in good faith that Contractor has failed to comply with its obligations pursuant to Additional Provisions 1 through 5, Contractor shall be in material breach of this Agreement, and System may terminate this Agreement without penalty, effective immediately upon notice.

- 7. No Exclusion/Debarment.** Contractor warrants that neither it nor its principals or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded program (“Exclusion”). Contractor shall immediately notify System of any threatened or actual Exclusion. If Contractor is so debarred, suspended, or excluded, this Agreement shall immediately and automatically terminate. Contractor shall indemnify and defend System against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, arising directly or indirectly out of any Exclusion.
- 8. Jeopardy.** If System reasonably determines that the continued performance of this Agreement jeopardizes System’s or any of its affiliated entities’ (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax exempt or bond financing status, System shall notify Contractor so the Parties may resolve the issues. If no resolution is reached within fifteen (15) days, System may terminate this Agreement immediately and without penalty.
- 9. Equal Employment Opportunity.** System is an Equal Employment Opportunity and Affirmative Action employer. As such, 41 CFR 60-1.4(a), 41 CFR 60-300.5, 41 CFR 60-741.5 as well as 29 CFR Part 471, Appendix A to Subpart A are herein incorporated by reference. By acceptance of this contract, Contractor represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the forgoing statutes, rules and regulations and all amendments thereto. To the extent applicable, System and Contractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 10. Prohibition on Child Labor and Human Trafficking.** Each Party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Protection Act of 2000, Executive Order – Strengthening Protections Against Trafficking in Persons in Federal Contracts, Federal Acquisition Regulations (FAR), the provisions of the International Labor Organization’s (“ILO”) Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization (“ISO”) certification, the Parties represent and warrant that as applicable each complies with the Social Accountability Guidelines pursuant to which a Party disqualifies any site that uses unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, Protocol to Prevent Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organized Crime, 15 November 2000, available at <http://www.unhcr.org/refworld/docid/4720706c0.html>). Contractor acknowledges CSH’s efforts on human trafficking found at <http://www.catholichealthinstitute.org/human-trafficking-how-you-can-help>.

**Saint Joseph Health System, Inc.**

By: \_\_\_\_\_  
*Matt Grimshaw, MBA, its Market President*

**Lexington-Fayette Urban County Government**

By: \_\_\_\_\_  
*Linda Gorton, its Mayor*

RESOLUTION NO. \_\_\_\_-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SAINT JOSEPH HEALTH SYSTEM, INC., FOR USE OF THE EMERGENCY ROOM AS A CLINICAL PRACTICE AREA.

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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 Agreement, which is attached hereto and incorporated herein by reference, with Saint Joseph Health System, Inc., for use of the emergency room as a clinical practice area.

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

0190-26:MRS: 4924-6089-3587, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0191-26**

**File ID:** 0191-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Grants and Special Programs

**File Created:** 02/27/2026

**File Name:** Request Council authorization to accept federal funds of \$231,310 from the Kentucky Transportation Cabinet's Office of Highway Safety for participation in the Traffic Safety Program for Fiscal Year 2027. No local match is required.

**Final Action:**

**Title:** Authorization to accept federal funds of \$231,310 from the Kentucky Transportation Cabinet's Office of Highway Safety for participation in the Traffic Safety Program for FY 2027, to reduce fatalities on Kentucky roadways, minimize injuries to individuals and property, and to educate the officers and the public. No local match is required. Budget amendment forthcoming. (L0191-26)(Weathers/Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 26-Blue Sheet Memo Traffic Safety, 191-26 ky trans grant 4899-0171-3299 v.1.docx

**Enactment Number:**

**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:

### Text of Legislative File 0191-26

#### Title

Authorization to accept federal funds of \$231,310 from the Kentucky Transportation Cabinet's Office of Highway Safety for participation in the Traffic Safety Program for FY 2027, to reduce fatalities on Kentucky roadways, minimize injuries to individuals and property, and to educate the officers and the public. No local match is required. Budget amendment forthcoming. (L0191-26)(Weathers/Armstrong)

#### Summary

Authorization to accept federal funds of \$231,310 from the Kentucky Transportation

Cabinet's Office of Highway Safety for participation in the Traffic Safety Program for FY 2027, to reduce fatalities on Kentucky roadways, minimize injuries to individuals and property, and to educate the officers and the public. No local match is required. Budget amendment forthcoming. (L0191-26)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 2/26/2026

**Risk Management:** N/A

Fully Budgeted: FY2027 Budget Amendment will be forthcoming if awarded funds.

Account Number:

This Fiscal Year Impact: \$231,310.00

Annual Impact: \$0

Project: TRAFSAFTY\_2027

Activity: FED\_GRANT

Budget Reference: 2027

Current Balance:



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

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

**DATE: February 27, 2026**

**SUBJECT: Kentucky Office of Highway Safety Grant**

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**Request:** Council authorization to accept federal funds of \$231,310 from the Kentucky Transportation Cabinet’s Office of Highway Safety for participation in the Traffic Safety Program for Fiscal Year 2027. No local match is required.

**Purpose of Request:** The Lexington-Fayette Urban County Government Division of Police has submitted an application for \$231,310.00 to the Kentucky Transportation Cabinet’s Office of Highway Safety for participation in the Traffic Safety Program, and requests to accept it, if awarded. The main purpose of this grant is to reduce fatalities on Kentucky roadways, minimize injuries to individuals and property, and to educate the officers and the public in ways to do this. The Transportation Cabinet offers additional federal funding for this program, which funds police overtime to detect speeders and other traffic violators.

**What is the cost in this budget year and future budget years?** A total of \$231,310.00 in federal funds is requested for Fiscal Year 2027. No matching funds are required. Future years funding is dependent upon availability of grant funding.

**Are the funds budgeted?** Budget Amendment will be forthcoming if approved for funding.

**File Number:** 0191-26

**Director/Commissioner:** Weathers/Armstrong



RESOLUTION NO. \_\_\_\_-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT TO ACCEPT A GRANT FROM THE KENTUCKY TRANSPORTATION CABINET'S OFFICE OF HIGHWAY SAFETY FOR PARTICIPATION IN THE TRAFFIC SAFETY PROGRAM, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$231,310.00 IN FEDERAL FUNDS, NO LOCAL MATCH IS REQUIRED, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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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 accept a grant from the Kentucky Transportation Cabinet's Office of Highway Safety for participation in the traffic safety program which grant funds are in the amount of \$231,310.00, in Federal Funds. No local match is required.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - 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

0191-26:MRS:4899-0171-3299, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0193-26**

**File ID:** 0193-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Law

**File Created:** 03/02/2026

**File Name:** Third Party Admin for Insurance Claims with RMSC

**Final Action:**

**Title:** Authorization to amend a contract with Risk Management Services Company ("RMSC") for Third-Party Administrator for Claims Management Services and Claims Adjustment Handling Services for Workers Compensation, Auto Liability and Physical Damage, General Liability, and Property Claims, to authorize additional one-year extensions at current contract pricing. At a cost not to exceed \$419,600 for FY27, plus 20% subrogation. Funds requested for FY27. (L0193-26)(Barberie)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** bluesheet memo - RMSC 4925-9483-1762 v.1.docx, First Amendment to Service Agreement (Assured NL Insurance Services, Inc.) 4929-6219-5858 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Jennifer Hollon

**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 0193-26

#### Title

Authorization to amend a contract with Risk Management Services Company ("RMSC") for Third-Party Administrator for Claims Management Services and Claims Adjustment Handling Services for Workers Compensation, Auto Liability and Physical Damage, General Liability, and Property Claims, to authorize additional one-year extensions at current contract pricing. At a cost not to exceed \$419,600 for FY27, plus 20% subrogation. Funds requested for FY27. (L0193-26)(Barberie)

#### Summary

Authorization to amend a contract with Risk Management Services Company ("RMSC") for Third-Party Administrator for Claims Management Services and Claims Adjustment

Handling Services for Workers Compensation, Auto Liability and Physical Damage, General Liability, and Property Claims, to authorize additional one-year extensions at current contract pricing. At a cost not to exceed \$419,600 for FY27, plus 20% subrogation. Funds requested for FY27. (L0193-26)(Barberie)

Budgetary Implications [select]: NO

Advance Document Review:

**Law:** Yes, Completed by Tiffany H.

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

Fully Budgeted: Yes, subject to the approval of the FY2027 Budget

Account Number: 6021-160906-0001-71299

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Members, Urban County Council

FROM: David J. Barberie, Commissioner  
Department of Law

DATE: March 2, 2026

SUBJECT: Third Party Administrator for Insurance Claims with Risk Management Services  
Co. (RMSC)

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Request

The Department of Law requests approval to amend its contract with Risk Management Services Company (“RMSC”) for Third-Party Administrator for Claims Management Services and Claims Adjustment Handling Services for Workers Compensation, Auto Liability and Physical Damage, General Liability, and Property Claims, to authorize additional one-year extensions at current contract pricing.

Why are you requesting?

This action is requested because the contract for these services expires at the end of FY2026. These services are necessary to properly administer LFUCG’s self-insurance fund.

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

The cost in FY 2027 is an amount estimated not to exceed \$419,600, plus 20% subrogation.

Are the funds budgeted?

Yes. FY2027 funds are budgeted in account number #6021 – 160906 – 71299, subject to the approval of the FY2027 budget.

File Number: 0193-26

Director/Commissioner: David J. Barberie, Commissioner of Law

4925-9483-1762, v. 1



**FIRST AMENDMENT TO  
SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO SERVICE AGREEMENT** (the “Amendment”), dated as of \_\_\_\_\_, 2026, (the “Effective Date”), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the “LFUCG”), located at 200 East Main Street, Lexington, Kentucky 40507, and **ASSURED NL INSURANCE SERVICES, INC. DBA RISK MANAGEMENT SERVICES COMPANY**, a Delaware corporation, (“Service Provider”), with offices located at 450 S Orange Ave., 4<sup>th</sup> Floor, Orlando, Florida 32801 (collectively known as the “Parties”).

**RECITALS**

**WHEREAS**, LFUCG entered into a Service Agreement with Service Provider in June 2021 for services requested by LFUCG through RFP No. 3-2021, including third party administration of claims management and adjustment handling services (the “Agreement”); and

**WHEREAS**, the Parties desire to amend the Agreement to allow the Parties to extend the Agreement for additional one-year terms at the same contract pricing as the previous year; and

**WHEREAS**, the Parties hereby agree to amend the Agreement in accordance with the terms and conditions of this First Amendment.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as a part of this Amendment.
2. Article 1 – Services Provided. The Parties agree to modify Article 1 of the Agreement to allow the Parties to extend the agreement for additional one-year terms at the same contract pricing as the previous year as follows:

“This Agreement is comprised of the terms and provisions of this agreement as well as the following documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated: (a) RFP No. 3-2021 (Exhibit “A”); (b) Response of Risk Management Services Company to RFP No. 3-2021 (Exhibit “B”); and (c) List of RMSC’s Tasks as Claims Manager for LFUCG (Exhibit “C”). To the extent of any conflict among or between the terms and provisions of these documents, this agreement shall prevail, followed by the RFP, the RFP Response and List of RMSC’s Tasks as Claims Manager for

LFUCG. Subject to all other terms and conditions of this Agreement, Service Provider shall provide the services (the “Services”) further described in its proposal that is attached hereto as Exhibit B (the “Proposal”) and the List of Claims Manager Tasks that is attached hereto as Exhibit C. The term of this Agreement shall be for three years with an effective date of July 1, 2021. The Agreement shall automatically renew for up to two (2) additional terms of one (1) year each unless Client notifies Service Provider in writing at least sixty (60) days in advance. Thereafter, the Parties may agree to extend this Agreement for additional one-year terms at the same contract pricing as the previous year.”

3. Contract Pricing. The Parties agree that any extension authorized pursuant to Article 1 shall be at the contract pricing set forth below:

	<u>Annual</u>
Workers Compensation	\$135,900
Auto Liability	\$151,100
General Liability (Included Above)	
Auto Physical Damage	\$29,200
Property Damage	\$19,400
Claims Management Services	\$84,000
<hr/>	
<b>Total Claim Fee</b>	<b>\$419,600</b>

Subrogation 20%

4. Effect. All other provisions of the Agreement not inconsistent with the provisions of this First Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

**IN WITNESS WHEREOF**, the Parties certify that they have been duly authorized to execute, deliver, and perform this First Amendment, and have executed the same as of the Effective Date written above.

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**

\_\_\_\_\_  
By: Linda Gorton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

**ASSURED NL INSURANCE SERVICES, INC.  
DBA RISK MANAGEMENT SERVICES  
COMPANY**

\_\_\_\_\_  
By: Name, Title

ATTEST:

\_\_\_\_\_ [sign name]

WITNESS: \_\_\_\_\_ [print name]

DATE: \_\_\_\_\_



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0194-26**

**File ID:** 0194-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Human Resources

**File Created:** 03/02/2026

**File Name:** 26-0036- Create/Housing Advocacy & Community Dev.

**Final Action:**

**Title:** Authorization to create one (1) classified position of Accountant Sr. (Grade 524E), in the Department of Housing Advocacy & Community Development, effective upon passage of Council. This request has a 12-month fiscal impact of \$100,744.13. (L0194-26) (George/Hamilton)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Bluesheet Memo 26-0036, From to 26-0036, HR Fiscal Impact- 26-0036, ORD 0194-26 Creating Accountant Sr 4929-5780-8532 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Alana Morton

**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 0194-26

**Title**

Authorization to create one (1) classified position of Accountant Sr. (Grade 524E), in the Department of Housing Advocacy & Community Development, effective upon passage of Council. This request has a 12-month fiscal impact of \$100,744.13. (L0194-26) (George/Hamilton)

**Summary**

Authorization to create one (1) classified position of Accountant Sr. (Grade 524E), in the Department of Housing Advocacy & Community Development, effective upon passage of Council. This request has a 12-month fiscal impact of \$100,744.13. (L0194-26) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: \$100,744.13

Annual Impact: \$

Project:

Activity:

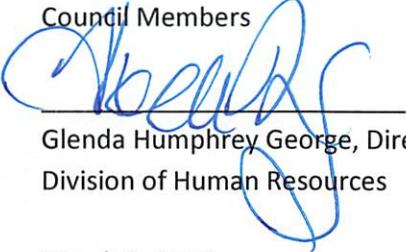
Budget Reference:

Current Balance:



**MEMORANDUM**

**TO:** Linda Gorton, Mayor  
Sally Hamilton, Chief Administrative Officer  
Council Members

**FROM:**   
Glenda Humphrey George, Director  
Division of Human Resources

**DATE:** March 2, 2026

**SUBJECT:** Create position – Department of Housing Advocacy & Community Development

**Request:**

This request is for authorization to create one (1) classified position of Accountant Sr. (Grade 524E), in the Department of Housing Advocacy & Community Development, effective upon passage of Council.

**Why are you requesting:**

The purpose of this classification is to manage all financial data associated with the Affordable Housing Program.

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

This request has a 12-month fiscal impact of \$100,744.13

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
ERP Analyst	\$0	\$75,133.76	\$75,133.76
<b>Total Annual Impact/ Salary and Benefits \$100,744.13</b>			

**File Number:** 0194.24

**Director/Commissioner:** Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 3/2/26

Classified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Department of Housing Advocacy &amp; Community Development (810)</u>								<u>Department of Housing Advocacy &amp; Community Development (810)</u>							
----	----	----	----	----	----	----	----	810.032	1	308	524E	Accountant Sr.	----	----	----

**Bluesheet 26-0036**

Department of Housing Advocacy and Community Development

Description	1 or -1	Hour Rate	63122 Base Comp	Benefits Cost					Employee Total Cost
				63511 18.62% Pension	63615 Other Fringe	63621 6.20% FICA	63622 0.023% Unemp	63624 1.45% Medicare	
Accountant Sr. (Grade 524E)	Create	1.00	\$75,133.76	\$13,989.91	\$5,528.88	\$4,922.96	\$17.28	\$1,151.34	\$100,744.13
<b>Pay Periods</b>			\$75,133.76	\$13,989.91	\$5,528.88	\$4,922.96	\$17.28	\$1,151.34	\$100,744.13

**Annual Cost:** \$100,744.13

Taxable Fringe	\$4,268.88
Total Fringe	\$5,528.88

ORDINANCE NO. \_\_\_\_\_ - 2026

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ACCOUNTANT SR., GRADE 524E, IN THE DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY DEVELOPMENT, EFFECTIVE UPON PASSAGE OF COUNCIL.

---

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

810.032      1      308    524E            Accountant Sr.

Section 2 – That this Ordinance shall become effective following passage of Council.

PASSED URBAN COUNTY COUNCIL:

---

MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED:



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0195-26**

**File ID:** 0195-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Human Resources

**File Created:** 03/02/2026

**File Name:** 26-0041- Statement of Work with I/O Solutions

**Final Action:**

**Title:** Authorization to enter into a Statement of Work (SOW) with I/O Solutions, Inc. for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions. The cost is not to exceed \$1,875. Funds are Budgeted. (L0195-26) (George/Hamilton)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Bluesheet Memo 26-0041, Statement of Work- Fire, RESO 0195-26 SOW IO Solutions 4927-7896-1044 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Alana Morton

**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 0195-26

##### Title

Authorization to enter into a Statement of Work (SOW) with I/O Solutions, Inc. for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions. The cost is not to exceed \$1,875. Funds are Budgeted. (L0195-26) (George/Hamilton)

##### Summary

Authorization to enter into a Statement of Work (SOW) with I/O Solutions, Inc. for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions. The cost is not to exceed \$1,875. Funds are Budgeted. (L0195-26) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes, Completed by Gabriel Thatcher, February 17, 2026

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

Fully Budgeted [select]: Yes

Account Number: 1101-160502-1823-71299

This Fiscal Year Impact: \$1875

Annual Impact: \$

Project:

Activity:

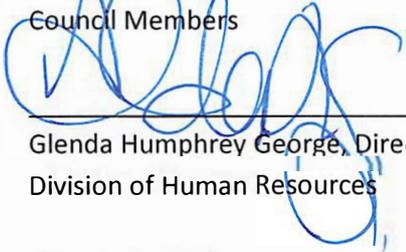
Budget Reference:

Current Balance: \$50,960



**M E M O R A N D U M**

**TO:** Linda Gorton, Mayor  
Sally Hamilton, Chief Administrative Officer  
Council Members

**FROM:**   
Glenda Humphrey George, Director  
Division of Human Resources

**DATE:** March 2, 2026

**SUBJECT:** Authorization for Statement of Work – I/O Solutions

**Request:**

We request authorization to initiate the attached Statement of Work (SOW) with I/O Solutions, Inc. for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions.

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

The cost is not to exceed \$1875 for FY26 and funds are budgeted in the division's Professional Services/Fire account (1101-160502-1823-71299).

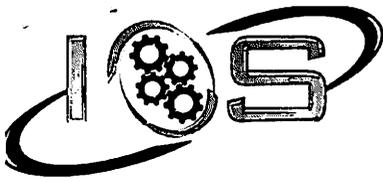
**File Number:** 0195-26

**Director/Commissioner:**

Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton (859) 258-3037.





## Statement of Work

---

**Client:** Lexington, KY

**Project Title:** National Firefighter Selection Inventory (NFSI)

**Date:** February 4th, 2026

**Test Administration Date(s):** February 13<sup>th</sup> and February 17<sup>th</sup>, 2026

The purpose of this document is to describe the services and materials that will be provided and to document their associated costs. The table on the following page will describe the associated costs. Should any work be needed outside of the scope described herein, IOS and the client will discuss the modifications and any associated pricing change. Any changes must be mutually acceptable to the Client and IOS.

**Usage and Lease of IOS Examinations – Services Included in Price:**

As part of the lease for each order placed with IOS, the Agency will receive test results. The lease price of the examination includes the following services in addition to test results.

The following services are included in the price of the per test fee:

- 1. Web-based Testing Application Access:** The client and their candidates will have access to IOS' proprietary Web-based testing system (PS3). Candidates will be able to test on IOS' secure testing platform. The client will have access to a client portal to run results and manage exams.
- 2. IT Support and System Maintenance\*:** Our IT department is continually monitoring system performance to ensure that all data is recorded and encrypted. We provide full technical support to clients to address any issues or questions related to the PS3 system and testing candidates.
- 3. Data Scoring:** Data is scored by our proprietary algorithms and verified for accuracy by test scoring specialists. Online exam scoring is continually monitored to ensure accuracy of scoring algorithms.
- 4. Scoring Report Generation\*:** Scoring reports will be accessible to the clients through the client portal on the PS3 system. Several reporting options, such as overall score reporting, score breakdown reporting. Detailed candidate feedback reports are available upon request.



**Remote Administration Services:** These services are for the administration, coordination, and lease of software for IOS Remote testing.

1. *IOS Remote testing software for candidates:* The Safe Exam Browser installation instructions will be provided to each candidate. This software establishes a secure testing environment on the candidate's computer. The software accesses IOS' PS3 web-based testing platform, so an internet connection is required.

2. *Candidate Technical Support:* IOS provides candidate technical support for the installation and troubleshooting of our testing software.

3. *Candidate Scheduling:* IOS' staff will coordinate all materials necessary for testing with candidates and will coordinate and schedule testing dates and time with candidates.

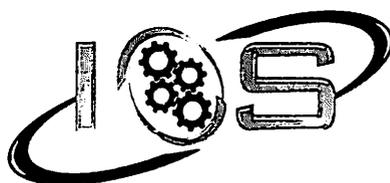
4. *Test Proctoring:* IOS will proctor each test administration through video monitoring. An IOS staff member will monitor all test candidates in a session for the duration of the examination.

5. *Zero Attendance Policy:* Test sessions, with registered candidates, that have a zero attendance will incur a fee of \$100. If a test session has no registered candidates, IOS will cancel the session prior to start of that session and no additional fees will be incurred.

### **IOS Remote Testing Session Cost Structure**

<b><i>Applicant Size</i></b>	<b><i>Cost per Session</i></b>	<b>Maximum number of Test Sessions, based off a maximum of 15 candidates per session</b>
1-100	\$450	7
101-250	\$400	17
251-600	\$350	40
601+	\$300	67

*\*Costs listed above do not include exam fee*



## Lexington, KY

Project Component	Description	Cost
Remote Entry Level Examination	National Firefighter Selection Inventory (NFSI)	\$25.00*
Remote Test Administration Fee	Administration Fee	\$450.00**
	*Cost above will be invoiced per test taker **Cost above will be invoiced per test session offered	

### Authorizations

Acceptance by Client:

I acknowledge that I have reviewed this Statement of Work and hereby authorize IOS and its representatives to commence work on the project components as described herein.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Date

Acceptance by IOS:

IOS agrees to conduct the work outlined herein according to a timeline that is mutually agreeable to both parties.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Authorized Agent

*Client Services Project Manager*  
\_\_\_\_\_  
Title of Authorized Agent

*2/4/20*  
\_\_\_\_\_  
Date



RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ENTER INTO A STATEMENT OF WORK WITH I/O SOLUTIONS, INC. FOR TESTING APPLICANTS WITH THE DIVISION OF FIRE AND EMERGENCY SERVICES FOR RECRUIT FIREFIGHTER POSITIONS, AT A COST NOT TO EXCEED \$1,875.00.

---

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 to execute a statement of work with I/O Solutions, Inc., which is attached hereto and incorporated herein by reference, for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions, at a cost not to exceed \$1,875.00

Section 2 – That an amount, not to exceed the sum of \$1,875.00, be and hereby is approved for payment to I/O Solutions, Inc., from account # 1101–160502–71299, pursuant to the terms of the Agreement.

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

0195-26:GET:4927-7896-1044, v. 1



# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507

## Master

**File Number: 0196-26**

**File ID:** 0196-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Human Resources

**File Created:** 03/02/2026

**File Name:** 26-0040- Statement of Work with CPS HR Consulting

**Final Action:**

**Title:** Authorization to initiate a Statement of Work (SOW) with CPS HR Consulting for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services. The cost is not to exceed \$155,250 and funds are requested in the FY27 Budget. (L0196-26) (George/Hamilton)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Bluesheet Memo 26-0040, SOW- Fire Promotions, RESO 0196-26 SOW CPS HR Consulting 4901-7266-0116 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Alana Morton

**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 0196-26

**Title**

Authorization to initiate a Statement of Work (SOW) with CPS HR Consulting for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services. The cost is not to exceed \$155,250 and funds are requested in the FY27 Budget. (L0196-26) (George/Hamilton)

**Summary**

Authorization to initiate a Statement of Work (SOW) with CPS HR Consulting for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services. The cost is not to exceed \$155,250 and funds are requested in the FY27 Budget. (L0196-26) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes, Completed by Gabriel Thatcher, March 2, 2026

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

Fully Budgeted [select]: to be requested in FY 27

Account Number: 1101-160502-1823-71299

This Fiscal Year Impact: \$155,250

Annual Impact: \$

Project:

Activity:

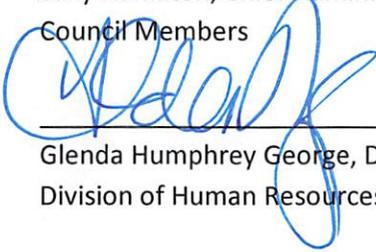
Budget Reference:

Current Balance: to be requested in FY 27



**M E M O R A N D U M**

**TO:** Linda Gorton, Mayor  
Sally Hamilton, Chief Administrative Officer  
Council Members

**FROM:**   
Glenda Humphrey George, Director  
Division of Human Resources

**DATE:** March 2, 2026

**SUBJECT:** Authorization for Statement of Work – Fire Promotional Processes

**Request:**

We request authorization to initiate the attached Statement of Work (SOW) with CPS HR Consulting for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services.

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

The cost is not to exceed \$155,250 and funds are requested in the FY27 budget in the division's Professional Services/Fire account (1101-160502-1823-71299).

**File Number:** 0196.26

**Director/Commissioner:**

Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton (859) 258-3037.





**STATEMENT OF WORK NO. 8**

**2026 Fire and Emergency Services Promotional Processes**

This Statement of Work ("SOW"), effective January 1, 2026 ("Effective Date") is issued under and subject to all of the terms and conditions of the Master Consulting Services Agreement, (the "Agreement"), dated as of March 1, 2014 by and between Cooperative Personnel Services, dba **CPS HR Consulting**, a California Joint Powers Authority ("CPS HR") with offices at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 and **Lexington-Fayette Urban County Government** ("Client" or "LFUCG") with offices at 200 East Main Street, Lexington, KY 40507.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR will provide Client with written examinations and assessment centers for the ranks of Fire Lieutenant, Fire Captain, and Fire District Chief (Major) within the Lexington Division of Fire and Emergency. Services are detailed in Attachment "A."
2. **CLIENT RESPONSIBILITIES:**
  - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, schedules, and all other activities on behalf of the client's agency as outlined in CPS HR' cost proposal.
  - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **START DATE:** January 2, 2026
4. **COMPLETION DATE:** December 31, 2026
5. **CPS HR PROJECT MANAGER:** Matthew Christoffersen                      Phone Number: (916) 471-3380
6. **CLIENT PROEJCT REPRESENTATIVE:** Dan James                      Phone Number: (859) 258-3954
7. **SERVICE FEES and BUSINESS EXPENSES:**
  - a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
  - b. CPS HR will invoice Client at the fixed fee rates per deliverable as detailed in the tables for each rank in Attachment A. Incidental expenses will be billed at actual cost. Mileage will be billed at the current U.S. Internal Revenue Services approved rate. Pricing is based on the following assumptions:

- CPS HR will provide all printing and supplies, with the exception of pens, pencils, or other regular office essentials available from LFUCG.
- While CPS HR will partner with LFUCG to secure facilities for administration and scoring, LFUCG will ultimately be responsible for the procurement of those facilities.
- Candidate orientation sessions will be held at LFUCG facilities.
- Testing facilities and time of LFUCG/Division personnel assisting in the development of the promotional process will be the responsibility of LFUCG/the Division.
- Face-to-face debrief sessions will be provided, if requested, for an additional \$150/candidate.
- CPS HR will assist LFUCG and the Division in responding to questions and inquiries regarding the promotional processes at no cost. CPS HR will provide, without charge, four hours of consulting time in defense of the processes if they are legally challenged and/or litigated within six months of administration. Additional hours will be at a rate of \$350/hour, plus expenses. CPS HR will provide litigation support as requested by LFUCG/the Division.
- LFUCG will be responsible for providing videographer services, if required, for the assessment center.
- Assessor expenses will be billed to LFUCG at cost. These costs include assessor travel expenses (e.g., airfare, hotel, per diem) and assessor stipends, if applicable.
- CPS HR consultant expenses are included in the costs.
- If there is an Incident Command exercise, CPS HR recommends utilizing one of our trained consultants to act as Dispatch, responding units, and fire simulator operator. The cost for this option is \$550/day, plus expenses. We anticipate testing approximately 10 candidates/day.
- A range was provided for the not-to-exceed total amount to reflect the cost differences based on candidate counts.

c. Client will pay CPS HR within thirty (30) calendar days following receipt of consultant invoice.

8. Client will also adhere to the Additional Test Rental and Assessment terms included as Attached B for the use of CPS HR's testing materials.
9. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
10. This SOW covers work requested and performed prior to the commencement of this SOW.

**EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Cooperative Personnel Services dba  
CPS HR Consulting**

**Lexington-Fayette Urban County Government**

By: Sandy MacDonald-Hopp  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: Sandy MacDonald-Hopp

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

**Attachment A**

**Scope of Services and Fees**

<b>Fire Lieutenant</b>	
<b>Deliverable</b>	<b>Fee</b>
<b>Project Planning and Exam Plan Development</b>	\$1,500
<b>Written Examination Development and Final Scoring</b>	\$5,500
<b>Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals</b>	\$2,500
<b>Assessment Center Development &amp; Administration (includes assessor recruitment)</b>	\$21,500 (maximum)
1 – 10 candidates	\$16,500
11 – 20 candidates	\$17,750
21 – 30 candidates	\$19,000
31 – 40 candidates	\$20,250
41 – 50 candidates	\$21,500
<b>Project Outcomes (i.e., scores, feedback, and final report)</b>	\$2,250
<b>Assessor Expenses (billed at cost)</b>	\$18,500 (maximum)
1 – 10 candidates	\$14,500
11 – 20 candidates	\$15,500
21 – 30 candidates	\$16,500
31 – 40 candidates	\$17,500
41 – 50 candidates	\$18,500
<b>TOTAL AMOUNT (NOT-TO-EXCEED)</b>	<b>\$42,750 – \$51,750</b>

<b>Fire Captain</b>	
<b>Deliverable</b>	<b>Fee</b>
<b>Project Planning and Exam Plan Development</b>	\$1,500
<b>Written Examination Development and Final Scoring</b>	\$5,500
<b>Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals</b>	\$2,500
<b>Assessment Center Development &amp; Administration (includes assessor recruitment)</b>	\$21,500 (maximum)
1 – 10 candidates	\$16,500
11 – 20 candidates	\$17,750
21 – 30 candidates	\$19,000
31 – 40 candidates	\$20,250
41 – 50 candidates	\$21,500
<b>Project Outcomes (i.e., scores, feedback, and final report)</b>	\$2,250
<b>Assessor Expenses (billed at cost)</b>	\$18,500 (maximum)
1 – 10 candidates	\$14,500
11 – 20 candidates	\$15,500
21 – 30 candidates	\$16,500
31 – 40 candidates	\$17,500
41 – 50 candidates	\$18,500
<b>TOTAL AMOUNT (NOT-TO-EXCEED)</b>	<b>\$42,750 – \$51,750</b>

<b>Fire District Chief (Major)</b>	
<b>Deliverable</b>	<b>Fee</b>
<b>Project Planning and Exam Plan Development</b>	\$1,500
<b>Written Examination Development and Final Scoring</b>	\$5,500
<b>Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals</b>	\$2,500
<b>Assessment Center Development &amp; Administration (includes assessor recruitment)</b>	\$21,500 (maximum)
1 – 10 candidates	\$16,500
11 – 20 candidates	\$17,750
21 – 30 candidates	\$19,000
31 – 40 candidates	\$20,250
41 – 50 candidates	\$21,500
<b>Project Outcomes (i.e., scores, feedback, and final report)</b>	\$2,250
<b>Assessor Expenses (billed at cost)</b>	\$18,500 (maximum)
1 – 10 candidates	\$14,500
11 – 20 candidates	\$15,500
21 – 30 candidates	\$16,500
31 – 40 candidates	\$17,500
41 – 50 candidates	\$18,500
<b>TOTAL AMOUNT (NOT-TO-EXCEED)</b>	<b>\$42,750 – \$51,750</b>

**Attachment B**  
**Additional Test Rental / Assessment Terms**

**A. Purpose.** This Attachment B defines CPS HR test rental, use and security policies and procedures. CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

**B. Ownership of CPS HR Tests.**

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

**C. Test Materials.** Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

**D. Test Security.** CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve evidence of or related to the breach, whether physical or electronic.

**E. Test Review, Ordering and Administration.**

**1. Review Copies.** Review of CPS HR tests, regardless of format, is subject to the test security standards.

**(a) Test Rental Division:** To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).

**(b) On-line Testing:** To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

**2. Ordering Testing Materials and Scheduling of Examinations.**

**(a) Test Rental Division:**

**(i)** To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.

**(ii)** Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.

**(b) On-line Testing:**

**(i)** To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.

**(ii)** Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

**3. After the test date.**

**(a) Test Rental Division:**

- (i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.
- (ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

**(b) On-line Testing:**

- (i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.
- (ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

**F. Additional Pricing.**

- 1. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of \$15,000.

**G. Candidate Inspections**

**1. Test Materials.**

CANDIDATE INSPECTION OF TEST MATERIALS SHALL NOT BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW.

**2. Answer Sheets.**

- (a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.
- (b) Candidates are not allowed to review the question booklet during this inspection period.
- (c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

**H. Client Responsibilities.**

- 1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
- 2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.

**I. Legal Proceedings Involving Test Materials.**

- 1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and well before a response is due.
- 2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
- 3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
- 4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

**J. Return of Test Materials.**

- 1. Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

## Attachment B-1

**Authorized Representative(s)** *(use an additional page if needed)* By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental terms listed in Attachment B.

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ENTER INTO A STATEMENT OF WORK WITH CPS HR CONSULTING FOR FIRE LIEUTENANT, FIRE CAPTAIN AND FIRE MAJOR PROMOTIONAL PROCESSES FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, AT A COST NOT TO EXCEED \$155,250.00.

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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 to execute a statement of work with CPS HR Consulting, which is attached hereto and incorporated herein by reference, for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Division of Fire and Emergency Services, at a cost not to exceed \$155,250.00

Section 2 – That an amount, not to exceed the sum of \$155,250.00, be and hereby is approved for payment to CPS HR Consulting, from account # 1101-160502-71299, pursuant to the terms of the Agreement.

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

0196-26:GET:4901-7266-0116, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0201-26**

**File ID:** 0201-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** General Services

**File Created:** 03/04/2026

**File Name:** MOU 2026-344 AOC Courthouse Roof Project

**Final Action:**

**Title:** Authorization to execute a Memorandum of Understanding with the Kentucky Administrative Office of the Courts for the roof replacement project at the Robert F. Stephens Circuit and District Courthouses. The Kentucky Administrative Office of the Courts agrees to make monthly reimbursement payments to LFUCG for construction services cost for the project, with the combined state funding total not to exceed \$4,169,764.28. Budget amendment in process. (L0201-26) (Baradaran/Ford)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Blue Sheet Memo - Courthouse Roof Replacement MOU.pdf, MOU 2026-344 Fayette Roof Projects Revised.pdf

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Lopez

**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 0201-26

#### Title

Authorization to execute a Memorandum of Understanding with the Kentucky Administrative Office of the Courts for the roof replacement project at the Robert F. Stephens Circuit and District Courthouses. The Kentucky Administrative Office of the Courts agrees to make monthly reimbursement payments to LFUCG for construction services cost for the project, with the combined state funding total not to exceed \$4,169,764.28. Budget amendment in process. (L0201-26) (Baradaran/Ford)

#### Summary

Authorization to execute a Memorandum of Understanding with the Kentucky Administrative Office of the Courts for the roof replacement project at the Robert F. Stephens Circuit and

District Courthouses. The Kentucky Administrative Office of the Courts agrees to make monthly reimbursement payments to LFUCG for construction services cost for the project, with the combined state funding total not to exceed \$4,169,764.28. Budget amendment in process. (L0201-26) (Baradaran/Ford)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, David Barberie, February 12, 2026

**Risk Management:** No

Fully Budgeted: BA in process

Account Number: 1105-707501-7044-91018

This Fiscal Year Impact: \$4,500,000.00

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



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

**FROM:**   
Chris Ford, Commissioner of General Services

**DATE:** March 4, 2026

**SUBJECT:** Memorandum of Understanding with Kentucky Administrative Office of the Courts  
Robert F. Stephens Circuit and District Courthouses Roof Replacement Project

**Request:**

Request council authorization for the Mayor to execute a Memorandum of Understanding between Lexington Fayette Urban County Government and the Kentucky Administrative Office of the Courts for the roof replacement project at the Robert F. Stephens Circuit and District Courthouses.

**Purpose:**

LFUCG has completed the design for roof replacement at both courthouse facilities, with estimated project costs of \$4,500,000. The Kentucky Administrative Office of the Courts, through the proposed Memorandum of Understanding, agrees to make monthly reimbursement payments to LFUCG for construction services cost for the project, with the combined state funding total not to exceed \$4,169,764.28. The MOU agreement period ends June 30, 2027, at which time the project is required to be completed. LFUCG is initiating the bid process through Procurement, with intent to award the construction bid and begin construction in spring 2026.

**Budgetary Implication:**

A budget amendment is in process at 1105 – 707501 – 7044 – 91018. In order to secure funding from AOC and in accordance with the MOU, we are requesting reassignment of \$4,500,000 from the capital reserve to a capital project for the Courthouse Roof project. The MOU provides for reimbursement not to exceed \$4,169,764.28 of the cost with verified invoice demonstrating completed work and expenditure of funds. In the event total project costs are higher than the AOC reimbursement amount, the cost differential will be the responsibility of LFUCG. Upon conclusion of the project, the reimbursed expenses and balance of unexpended funds will be transferred back to the capital reserve via Budget Amendment.

**File Number:** 0201 - 26

**Director/Commissioner:** Jamshid Baradaran / Chris Ford



**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

\_\_\_\_\_  
Date

Agreed to by:

\_\_\_\_\_  
Zachary S. Ramsey, Director  
Administrative Office of the Courts

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Carole Henderson, Director  
Department of Budget, AOC

\_\_\_\_\_  
Jenny Lafferty, Director of  
Finance and Administration, AOC

Reviewed and recommended by:

Examined as to form and legality by:

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

\_\_\_\_\_  
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.

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

- 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.

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

- 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