

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government and political subdivision of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter "**LFUCG**"), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and **UNITED WAY OF THE BLUEGRASS, INC.** (hereinafter "**UWBG**"), a Kentucky non-profit corporation whose principal office is located at 651 Perimeter Drive, Suite 510, Lexington, Kentucky 40517.

**WITNESSETH**

**WHEREAS**, UWBG has proposed the introduction of its Rides United program in Lexington-Fayette County as a pilot project ("Rides United Pilot Project"), as an on-demand, flexible transportation service designed to provide access to affordable, low cost transportation services to Lexington-Fayette County residents in order to meet their essential and subsistence needs, household maintenance and personal business needs, and/or social engagement and quality of life needs; and

**WHEREAS**, in recognition of the public purposes promoted by the Rides United Pilot Project in enhancing mobility, connectivity, and economic activity in Lexington-Fayette County and in enabling Lexington-Fayette County residents to access affordable, low cost transportation services for meeting essential and subsistence needs, household maintenance and personal business needs, and for social engagement and quality of life, LFUCG has agreed to contribute \$375,000 in local funding for operational costs associated with the Rides United Pilot Project; and

**WHEREAS**, LFUCG and UWBG agree to collaborate with the implementation of the Rides United Pilot Project; and

**WHEREAS**, the parties are in general agreement about the responsibilities and obligations of each party in connection with the Rides United Pilot Project and wish to memorialize their understandings into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence as of the date set forth hereinabove and continue through June 30, 2028 or until all funding for the Rides United Pilot Project has been exhausted and all reporting obligations set forth herein have been completed, unless terminated by LFUCG at an earlier time.

2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – Pilot Project: United Way of the Bluegrass – Rides United Scope of Services

To the extent that there is conflict between or among these documents, the terms and provisions of this Agreement shall prevail, followed by Exhibit "A."

**3. RIGHTS AND OBLIGATIONS OF LFUCG.**

- a. PAYMENT. LFUCG shall pay UWBG a total amount not to exceed Three Hundred and Seventy Five Thousand Dollars (\$375,000.00) (“Funds”), representing its share of the operational costs of the Rides United Pilot Project for the term of this Agreement, as follows: One Hundred and Twenty Five Thousand Dollars (\$125,000) shall be paid to UWBG within thirty (30) days following the effective date of this Agreement, representing funding for Phase I of the Pilot Project; the remaining Two Hundred and Fifty Thousand Dollars (\$250,000), representing funding for Phase II of the Pilot Project, shall be released within thirty (30) days following review and acceptance of a Phase I Pilot Project report by LFUCG in the form and manner prescribed by LFUCG, pursuant to Section 4(c) of this Agreement. The Funds are limited to the costs of operations as set forth herein and as further outlined in the attached Exhibit “A” – Pilot Project: United Way of the Bluegrass – Rides United Scope of Services, and funds may not be spent by UWBG for any other purpose without the prior written consent of LFUCG.
- b. TERMINATION. LFUCG, through the Mayor or the Mayor’s designee, may terminate this Agreement for any reason whatsoever by providing UWBG with at least thirty (30) days advance written notice. In that event, UWBG shall immediately repay to LFUCG all monies received from LFUCG pursuant to this Agreement less any amount representing just and equitable compensation for UWBG’s share of any satisfactory work completed pursuant to the Agreement, calculated on a reasonable basis. Additionally, if funding for the Pilot Project becomes unavailable for any reason, now or in the future, any termination or amendment of the Agreement because of such interruption in funding shall not constitute a default or breach and shall not give rise to any claim against LFUCG.
- c. MONITORING. LFUCG may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by UWBG. LFUCG, its agents, and its employees shall have, at all times, unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of UWBG or to constitute UWBG as an agent of LFUCG.
- d. NON-APPROPRIATIONS. UWBG acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that necessary funding is not appropriated or becomes otherwise unavailable, now or in the future, LFUCG’s obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to UWBG. LFUCG shall exercise application of this provision in good faith.

**4. RIGHTS AND OBLIGATIONS OF UWBG.**

- a. UWBG shall perform the Rides United Pilot Project as outlined in the attached Exhibit “A” – Pilot Project: United Way of the Bluegrass – Rides United Scope of Services in a timely and professional manner. UWBG shall use all sums paid to UWBG by LFUCG under this Agreement to fulfill the activities and services referenced herein and for no other purposes.

- b. COMPLIANCE WITH LAWS. UWBG shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times observe and comply with such laws, ordinances, and regulations, whether or not such laws, ordinances, or regulations are mentioned herein.
- c. REPORTING. UWBG shall provide LFUCG with timely reports and updates related to the provision of the Rides United Pilot Project set forth herein, in the form and manner reasonably specified by LFUCG. At minimum, the content of such reports shall be as set forth in the attached Exhibit "A" – Pilot Project: United Way of the Bluegrass, and shall be made as follows:
  - 1) Two (2) phased Pilot Project Reports, as follows: (a) a Phase I Pilot Project Report, to be provided to LFUCG not less than thirty (30) days prior to the anticipated exhaustion of Phase I Pilot Project funding; and (b) a Phase II Pilot Project Report, to be provided not less than thirty (30) days prior to the anticipated exhaustion of Phase II Pilot Project funding.
  - 2) At the conclusion of the Project or upon the exhaustion of funding for the Project, UWBG shall, upon LFUCG's request, make one (1) presentation to the Mayor and Council regarding the Rides United Pilot Project and provide such other information as the Mayor or Council may request relating to the Rides United Pilot Project.
  - 3) LFUCG reserves the right to request such other additional reports and/or presentations to the Mayor or Council as LFUCG deems appropriate for the administration of this Pilot Project, and UWBG agrees to timely provide such other additional reports and/or presentations as requested by LFUCG.
- d. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. UWBG shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County at all times. LFUCG may request proof that UWBG has timely filed federal, state, or local tax forms which shall be provided on a timely basis. UWBG represents that the person signing this Agreement is fully authorized to do so and agrees that UWBG shall remain in compliance with all federal, state, and local law governing its operations for the duration of this Agreement. LFUCG may request, at any time, proof that UWBG is compliant with all federal, state, and local requirements governing the Rides United Pilot Project.
- e. INDEMNITY. To the extent permitted by law, UWBG agrees to defend, indemnify, and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by UWBG's performance of, or breach of this Agreement and/or the provision of goods or services thereunder, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors, or omissions or willful misconduct of UWBG or

its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG. UWBG's obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at UWBG's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld. UWBG's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of UWBG and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG. This indemnity agreement shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. UWBG understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend UWBG in any manner.

- f. **INSURANCE.** UWBG shall procure and maintain for the duration of this Agreement insurance coverages or provide self-insurance in at least the following amounts. Evidence of such coverage shall be made available to LFUCG upon request.

General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable); Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); Employer's Liability (\$1 million); Excess/Umbrella Liability (\$1 million per occurrence). LFUCG shall be named as an additional insured on any General Liability Policy or applicable policy of self-insurance. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. The General Liability Policy shall also include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

- g. **RECORDS.** UWBG shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by UWBG and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of UWBG related to this Agreement and shall be made available to LFUCG upon request. The books of accounts shall be maintained at the principal place of business of UWBG. LFUCG shall have free and complete access to the books, papers, and affairs of UWBG relating to the funds provided hereunder at all reasonable times. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by UWBG and submitted to LFUCG under this Agreement. UWBG understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to assist with such a request.
- h. **ANNUAL AUDIT.** UWBG shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants

at UWBG's expense, who shall express an opinion as to whether or not revenue and expenditures have conformed to state and local law and regulations. For any audit performed, including an audit performed pursuant to 200 CFR Part 200, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

- i. **EQUAL OPPORTUNITY.** UWBG shall provide equal opportunity in employment for all qualified persons and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, and (b) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This assurance of equal employment opportunity shall apply to every aspect of its employment policies and practices. Subject to compliance with applicable federal laws and mandates, UWBG agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.
- j. **SEXUAL HARASSMENT.** UWBG shall adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where UWBG conducts business. The policy shall be made available to LFUCG upon request.

**5. MISCELLANEOUS TERMS AND CONDITIONS.**

- a. UWBG and LFUCG each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- b. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held, or become in any way or for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. The parties agree that neither is an agent, servant, or employee of the other and each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- c. **NO ASSIGNMENT.** UWBG may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
- d. **NO THIRD-PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either UWBG or LFUCG.
- e. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
- f. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. UWBG acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the

Lexington-Fayette Urban County Council, and the signature of the Mayor or their designee.

- g. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.
- h. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

If to UWBG:

United Way of the Bluegrass, Inc.  
Attn: Vice President, Community Impact  
651 Perimeter Drive  
Suite 510  
Lexington, Kentucky 40517

If to LFUCG:

Lexington-Fayette Urban County Govt.  
Attn: Chief Administrative Officer  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

- i. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not incorporated by reference herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

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

UNITED WAY OF THE BLUEGRASS, INC.

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY )

)

COUNTY OF FAYETTE )

)

The foregoing Memorandum of Understanding was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of United Way of the Bluegrass, Inc., on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
NOTARY PUBLIC

## EXHIBIT "A"

### **Pilot Project: United Way of the Bluegrass - Rides United Scope of Services**

Using funds allocated by the Urban County Council, the Lexington-Fayette Urban County Government ("LFUCG") is contracting with United Way of the Bluegrass ("UWBG") to operate its Rides United program in Lexington-Fayette County as a pilot project. LFUCG has allocated \$375,000 in program funds for the Rides United pilot project in Lexington-Fayette County. UWBG agrees to utilize all program funds provided by LFUCG to provide transportation services within Lexington-Fayette County pursuant to the Rides United pilot project as set forth herein. The following are appropriate purposes for transportation services provided utilizing program funds:

#### **Essential & Subsistence Needs**

- **Work / Commute:** Regular travel to and from primary places of employment.
- **Education:** Daily travel to schools (K-12), universities, or community colleges.
- **Health Care:** Access to medical appointments, hospitals, pharmacies, and therapy services.
- **Essential Food Access:** Trips to grocery stores, food banks, and farmers' markets.
- **Child Care / Caregiving:** Transporting children to daycare or providing care for family members.

#### **Maintenance & Personal Business**

- **Shopping & Services:** Non-grocery retail trips (clothing, household goods) and professional services (banking, post office, hair salons).
- **Civic & Legal Obligations:** Travel to government buildings, courts, or voting centers.

#### **Social & Quality of Life**

- **Leisure & Recreation:** Visits to parks, fitness centers, theaters, and community hubs.
- **Social Connectivity:** Visiting family and friends or attending social events.

Transportation services will be provided in partnership with Lyft using Lyft Concierge or, if expressly authorized by LFUCG, Lyft Pass product offerings as follows:

#### **Lyft Concierge Services**

Lyft Concierge services shall be exclusively used for all rides provided under the Rides United Pilot Project. For Lyft Concierge services, rides will be scheduled by United Way of the Bluegrass or 211 dispatches on behalf of riders. Rides can be scheduled on demand

or up to one week in advance. Lyft Concierge services do not require a payment method to be provided by the rider, and only minimal technological requirements are required for riders to utilize the service.

### **Lyft Pass Code Services**

Lyft Pass Code services shall not be used to provide rides under the Rides United Pilot Project, unless LFUCG expressly agrees to the use of Lyft Pass Code services in writing. UWBG shall reimburse Rides United Pilot Project funding for any unauthorized use of Lyft Pass Code services to provide rides under the Rides United Pilot Project. If the use of Lyft Pass Code services is expressly authorized by LFUCG in writing, United Way of the Bluegrass or 211 dispatches may provide Lyft Codes for riders to schedule their own rides in the Lyft app for short-term needs. A unique alphanumeric code will be provided to each rider, along with usage instructions. Lyft Pass riders are required to have a smartphone, utilize the Lyft app, and have a payment method on file for any fees and overages above the Lyft Code amount.

### **No Cost to Participants**

All program services shall be provided at no cost to riders. Riders shall not be charged fees or tips and are not required to provide a payment method for Lyft Concierge rides. Riders who are eligible and who elect to use Lyft Pass Code Services must have a smartphone, use the Lyft app, and have a payment method on file for any fees and overages above the Lyft Code amount.

### **Limitations on Ridership**

During Phase I of the Rides United Pilot Project, no more than two (2) rides per rider per month shall be permitted for Social & Quality of Life reasons. Otherwise, during Phase I, there are no per-person limitations on ridership. In conjunction with LFUCG's review of the Phase I Pilot Project report, data regarding ridership uses, frequency, and demographics will be assessed. For Phase II of the Rides United Pilot Project, UWBG shall implement such ridership limitations as directed by LFUCG.

### **Use of Project Funding**

Project funding will be allocated using a per-ride blended rate model, consisting of:

- Up to \$23 per ride for transportation services (representing a maximum cost per ride, not a fixed rate)
- \$7 per ride administrative cost, which remains fixed and supports program operations.

Actual ride costs may be lower than \$23 per ride (e.g., \$18–\$20 depending on distance and usage patterns). When this occurs:

- Realized per-ride cost savings are utilized to provide additional rides
- The \$7 administrative fee remains constant per ride
- Total rides delivered can increase without requiring additional funding

*Example:* If a portion of the rides provided are delivered below the \$23 maximum per ride cost, the resulting savings can generate additional rides, thereby increasing the total program reach while maintaining the same administrative structure.

The \$7 administrative fee per ride supports:

- Personnel (program coordination, eligibility verification, reporting)
- Fringe benefits
- Technology and platform management
- Data collection and reporting (including required rider data for transportation planning)
- General program overhead

Based on the project funding, the Rides United Pilot Project is projected to provide approximately 12,500 rides (but the actual number of rides provided may vary depending on actual ride costs and distance and usage patterns).

### **Recordkeeping and Reporting**

In providing these services, Rides United will maintain records of the following information:

- A list of all rides provided during each phase of the project, sorted by date, and including the origin zip code, destination zip code, and the rider's zip code
- The cost of each ride that has been provided in each phase of the project
- The service category for each ride that has been provided (i.e., Essential or Subsistence Needs, Maintenance & Personal Business, or Social & Quality of Life)
- The total number of rides provided in each phase of the project
- The total program fund utilization for each phase of the project
- Demographic data regarding ridership during each phase of the project (which may include, but is not limited to, information regarding the race, color, sex,

gender, national origin, age, and/or disability status of the ridership, and such other demographic data as may be requested by LFUCG)

This information shall be included in both the Phase I Pilot Project Report and the Phase II Pilot Project Report, which are required by the Agreement, and such information shall otherwise be timely made available to LFUCG upon request, in the form and manner specified by LFUCG.

At the conclusion of this pilot project, or upon exhaustion of all funding for the pilot project, UWBG shall, upon LFUCG's request, make one (1) presentation to the Mayor and Council detailing the status and results of the pilot project and provide such other information as the Mayor or Council may request regarding the pilot project. LFUCG reserves the right to request such additional reports and/or presentations to the Mayor or Council as LFUCG deems appropriate for the administration of the Rides United Pilot Project, and UWBG agrees to timely provide such other additional reports and/or presentations as requested by LFUCG. Upon reasonable demand, UWBG shall make available to LFUCG any and all records related to this agreement as are necessary to support its performance of the services for a period of at least five (5) years following expiration or termination of the agreement or as otherwise required depending upon the source of funds.

### **Audits**

UWBG shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at UWBG's expense, who shall express an opinion as to whether or not expenditures have conformed to state and local law and regulation. For any audit performed, including an audit performed pursuant to 200 CFR Part 200, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.