



## **MEMORANDUM OF UNDERSTANDING**

### **Between**

### **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and**

### **FAYETTE COMMONWEALTH'S ATTORNEY**

WHEREAS, The Lexington Fayette Urban County Government and Fayette Commonwealth's Attorney seek to insure that the needs of sexual and physical assault survivors are met through advocacy within law enforcement, the courts, victims services, a coordinated community effort:

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which the Lexington-Fayette Urban County Government will be the lead agency and named applicant and the other agencies will be partners in this program; and all see a need to improve the functions of the civil and criminal court processes for crime victims so they are better connected to services available in the community and able to receive assistance for their medical, mental health, and emotional support needs..

WHEREAS, because the Partners are committed to meaningful collaboration for system improvement, they enter into this agreement.

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Kentucky Justice and Public Safety Cabinet on or before September 01, 2025.

#### **I) Description of Partner Agencies**

**The Lexington-Fayette Urban County Government (LFUCG)** will be the lead agency for the Lexington Police VOCA Grant Project and will be responsible for the day-to-day supervision of the Forensic Nursing Advocacy Program.

**LFUCG is partnering with the Fayette Commonwealth's Attorney.** The Fayette Commonwealth's Attorney prosecutes felony cases which occur in Fayette county, including homicide, robbery, assault, burglary, sexual assault, theft, drug crime, and many others. The cases prosecuted are investigated and brought by peace officers, primarily the Lexington Police Department.



The local partners agree to work together because collaboration between criminal justice agencies and victim service agencies allows the maximum accountability for criminals and a better response to crime victims.

## **II) Roles and Responsibilities of the Partners, Resources Contributed, and Representatives**

LFUCG agrees to provide survivor support and case management services coordinated through the Special Victims Section within the Bureau of Investigation within the Lexington Police Department. Primary responsibility for project implementation will rest with the lieutenant supervising this Section. The Bureau of Investigation is responsible for supervision of all contract employees who provide advocacy and case management services. Data Collection, record keeping and reporting guidelines for this project will be maintained through the Special Victims Section. LFUCG will be responsible for financial administration and oversight and will assume the lead role in the accounting and disbursing of federal funds received for the VOCA Program, including drawing down the funds and ensuring compliance over the use and reporting of the funds by sub recipients.

**The Fayette Commonwealth's Attorney** will continue to collaborate with the Lexington Police Department victim advocates on helping meet the needs of crime victims with limited English Proficiency and their cases.

## **III) Timeline**

The roles and responsibilities described above are contingent on the Lexington-Fayette Urban County Government receiving funds requested for the project described in the VOCA grant application. Responsibilities within this Memorandum of Understanding coincide with the grant period, anticipated to be 10/01/2025 through 6/30/2026.

## **IV) Commitment to Partnership**

1. The partners agree to continue to collaborate and provide services to sexual and physical assault survivors.
2. The agencies may jointly terminate this MOU by unanimous action at any time. Any agency shall have the authority to terminate its participation for its convenience upon thirty (30) days prior written notice to the Mayor of the Lexington-Fayette Urban County Government. However, the withdrawal of less than all of the agencies shall not act as a termination of the MOU or the responsibilities of the remaining agencies in accordance with the terms of the MOU.

## **V) Non-Discrimination**

During the performance of this Memorandum of Understanding, Fayette Commonwealth's Attorney, for itself, its assignees, and successors in interest agree to comply with the following non-discrimination statutes and authorities, if applicable, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27; • The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) (“....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

[SIGNATURE PAGE TO FOLLOW]

We, the undersigned, have read and agree to this memorandum of understanding. We have reviewed and approved the budget and are aware of the total amount being requested and the funding being requested for each project partner. By signing below, all partners demonstrate a commitment to work together to achieve the stated project goals and to sustain the project once grant funds are no longer available.

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Linda Gorton, Mayor  
Lexington-Fayette Urban County Government

Date

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Kimberly Henderson Baird  
Fayette Commonwealth's Attorney

Date

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