

AGREEMENT

THIS AGREEMENT, made and entered into this First Day of August, 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government pursuant to KRS 67A, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter called "Government"), and **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 (hereinafter called "School Board").

RECITALS:

WHEREAS, pursuant to KRS 160.155(2), a "community school" is defined as "a school that makes its facilities available for citizen use, coordinates activities of local citizens in identifying program needs and establishing priorities, identifies and utilizes available program resources, and assists in the initiation of programs to improve the cultural, social, recreational, and educational opportunities available in a community"; and

WHEREAS, pursuant to KRS 160.155(3), a "community education program" is defined as "a program in which a public building, including a public elementary or secondary school, is used as a community center operated by a local education agency in cooperation with other groups in the community, community organizations, and local governmental agencies to provide educational, recreational, cultural, health care, and other related community services in accordance with the needs, interests, and concerns of the community"; and

WHEREAS, the gymnasium at William Wells Brown Elementary School was constructed in 2006 with a contribution from the Government to the School Board in the amount of \$2,900,000;

WHEREAS, it is the intent of the Government and the School Board to collaborate in an effort to maintain a community school at William Wells Brown Elementary School; and

WHEREAS, it is the intent of the Government and the School Board to maintain a long-term relationship at the community school to be known as “William Wells Brown Community Center;” and

WHEREAS, the Government and the School Board wish to memorialize the general terms upon which they agree as to the operation of the community school in this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the School Board agree as follows:

RECITALS: The Recitals to this Agreement are incorporated herein by reference as if set forth at length herein.

DEFINITIONS: For purposes of this Agreement, the terms set forth below shall have the following meanings:

(a) “Gymnasium” shall mean the elementary school size gym, bleachers and stage area.

(b) “Additional Gymnasium Space” shall mean the additional space constructed as a high school regulation-size gymnasium as well as additional space which may include, but not limited to: the community activities office, weight room, equipment closet, dance studio, creative studio, classroom kitchen, restrooms, classroom, and exterior garden space.

(c) “Material Breach” means a violation of this Agreement which is

substantial and significant and which effectively prevents a party from achieving the purposes for which it entered into the Agreement.

TERM: This Agreement shall Commence on August 1st, 2026 (Commencement Date) and shall terminate at the expiration of 20 years from said date, subject to an annual right of earlier termination by either party, in that party's sole discretion, delivered in writing within (90) days prior to any anniversary of the Commencement Date. It is specifically understood and agreed that the obligations of the parties hereunder are obligations on a year-to-year basis and that such obligations cease upon a party's election to terminate this agreement as herein provided. In the event, in any year, this Agreement is not terminated or herein provided, the obligations of the parties shall automatically extend for an additional year.

CANCELLATION OF AGREEMENT:

1. In the event there is a Material Breach by the Government with respect to any of the provisions of this Agreement or its obligations under it, the School Board shall give Government written notice of such Material Breach. After receipt of such written notice, the Government shall have thirty (30) days in which to cure any Material Breach provided the Government shall have such extended period as may be required beyond the thirty (30) days, as agreed to by School Board, if the nature of the cure is such that it reasonably requires more than thirty (30) days and the Government promptly and diligently pursues the cure to completion. Expressly excepted from this cure timeline is any default that creates a health or safety concern, in which case a cure shall be immediate. Upon notice by School Board, should an immediate cure not occur, School Board reserves the right to require the Community School to cease operation until cure is completed. The School Board may not maintain any action or effect any remedies for Material Breach against Government unless and until the

Government has failed to cure the same within the time periods provided in this section (an "Uncured Material Breach"), excluding School Board's rights when health and safety concerns exist.

In the event of an Uncured Material Breach, the School Board may enjoin Government's actions and may, but is not obligated to, correct any such Uncured Material Breach and recover the cost of such correction from Government with such costs to include all of School Board's costs incurred to enforce this section, including but not limited to, court costs, attorneys fees, etc., if applicable. If Government fails to comply with such injunction or pay such costs, School Board may terminate this Agreement and pursue all other remedies available at law or in equity. The Parties recognize the significance of Government's investment in the community school building and agree that School Board shall not seek immediate termination of this Agreement if the School Board sustains a solely monetary loss that is immediately paid or reimbursed by Government. Cancellation under this provision shall end all School Board's obligations to Government.

2. In the event there is a Material Breach by the School Board with respect to any of the provisions of this Agreement or its obligations under it, the Government shall give School Board written notice of such Material Breach. After receipt of such written notice, the School Board shall have thirty (30) days in which to cure any Material Breach, provided the School Board shall have such extended period as may be required beyond the thirty (30) days, as agreed to by Government, if the nature of the cure is such that it reasonably requires more than thirty (30) days and the School Board promptly and diligently pursues the cure to completion. Expressly excepted

from this cure timeline is any default that creates a health or safety concern, in which case a cure shall be immediate. The Government may not maintain any action or effect any remedies for Material Breach against School Board unless and until the School Board has failed to cure the same within the time periods provided in this section (an “Uncured Material Breach”), excluding Government’s rights when health and safety concerns exist.

In the event of an Uncured Material Breach, the Government may enjoin School Board’s actions and may, but is not obligated to, correct any such Uncured Material Breach and recover the cost of such correction from School Board with such costs to include all of Government’s costs incurred to enforce this section, including but not limited to, court costs, attorneys fees, etc., if applicable. If School Board fails to comply with such injunction or pay such costs, then this shall constitute a cancellation of this Agreement and this cancellation shall end all Government obligations to School Board.

3. If Government determines that its continued provision of programming at the community school is no longer advantageous and ceases its involvement at the site, the Government will be solely responsible for retiring any debt that may have been incurred by Government as part of this Agreement and School Board shall have no further obligation to Government.

PROGRAM EVALUATION: Community-related initiatives of the community school (e.g., elder-care services, personal finance programming, employment services, etc.) will be evaluated against annual, measurable objectives with short-term benchmarks developed by Government staff. Regular reports will be presented to the

School Board and appropriate Government agencies on an annual basis (at a minimum).

PROGRAMS AND ACTIVITIES: The Government and the School Board agree that the Government shall have use of the Gymnasium, as well as the Additional Gymnasium Space, for programs and community events for school age children and residents of Fayette County. In an effort to prevent conflicts in the scheduling of events and to ensure adequate Government access for programming the Government, through its Division of Parks and Recreation, shall request use of space, including dates and times using the School Board's facility reservation system for the upcoming year and summer at least 60 days prior to the date of the requested use and present to the Superintendent of the School Board, or designee, its upcoming programs for approval at the beginning of each semester and summer. The majority of all programs administered by the Government shall occur no earlier than thirty minutes after the end of the school day; however, some programming for students, if possible, and with the approval of the principal or, may occur during the regular school day. Prior to making changes in its programming occurring during the school day, the Government agrees to notify the principal for approval, which shall not be unreasonably withheld. The School Board, through the principal or designee, shall communicate its needs of the Gymnasium and Additional Gymnasium Spaces at least 60 days prior to the date needed or as soon as the need is reasonably known. However, the Government acknowledges that student educational endeavors by the School Board shall have priority over all other activities at the Community School.

STAFFING: The Government and the School Board agree that the Government

shall provide a site supervisor to administer all Government programs. The Government agrees that the site supervisor and all other Government personnel assigned to Government programs at the community school shall annually attend and comply with all emergency management and safety trainings provided for community school employees, including but not limited to trainings on the following procedures: building lock down; building evacuation; severe weather; earthquake; shelter-in-place; and bloodborne pathogens. The site supervisor is also required to take CPR and AED training at Government expense. The Government shall ensure that at least one staff person trained in CPR and AED is present on site during Government administered programs. The site supervisor shall be available, as needed, to meet with the school's principal or to attend School Based Decision Making Council meetings and/or to discuss program scheduling in order to facilitate communication and cooperation to avoid scheduling conflicts.

The Government agrees that a state-wide criminal background check shall be conducted on all staff and volunteers for programs located at the Community School prior to participation.

MAINTENANCE, UPKEEP, CUSTODIAL SERVICES AND UTILITIES: As the owner of the community school, the School Board agrees that it shall provide for maintenance, upkeep, custodial services, and utilities of the Additional Gymnasium Space. The School Board and the Government agree that the Government shall pay to the School Board prorata for the above according to the School Board's actual costs in effect at the time. The Government shall be responsible for the maintenance and upkeep of equipment, furnishings and/or appliances provided by the Government in a

safe and reasonable manner.

SECURITY: Government acknowledges that School Board is not providing any security services with respect to Government's use of the Gymnasium or Additional Gymnasium Space and that it is Government's responsibility to provide for such security. Government, on an annual basis, shall present to School Board, for its approval, Government's plan for providing security with respect to its use of the Gymnasium or Additional Gymnasium Space which approval shall not be unreasonably withheld. Government agrees that School Board shall not be held liable to Government for, and Government waives any claims against School Board with respect to, any loss or theft or any other damage suffered or incurred by Government in connection with any unauthorized entry into the Gymnasium or Additional Gymnasium Space or any other breach of security with respect to same during the time when the Gymnasium or Additional Gymnasium Space are in use by Government. When the Gymnasium and Additional Gymnasium Space are in use by Government, it shall be solely responsible for the personal safety of its employees, agents, officers, guests and invitees while any such person is in, on or about the Gymnasium or Additional Gymnasium Space.

ACCESS TO BUILDING: The Government and the School Board agree as follows:

(a) That the site supervisor shall have access to the Additional Gymnasium Space at least two hours prior to the end of the school day in order to make preparations for community programs. Such access shall not interfere with any school programs.

(b) That the Government shall have year-round access to the Gymnasium and Additional Gymnasium Space no later than thirty minutes after the end of the school day during the school week and access on Saturday and Sunday for programming as long as there is no conflict with planned school events.

(c) The site supervisor and the principal shall agree as to how the site supervisor shall gain access when the school is not otherwise open for school purposes.

MODIFICATIONS: The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing. Modifications to this Agreement shall be in compliance with the Notice section of this Agreement.

COMPUTER NETWORK AND TELEPHONE SYSTEM: The Government and the School Board agree that the Government shall provide its own data network and phone system to be used exclusively by its site supervisor and other government personnel and shall be responsible for all costs associated therewith.

DAMAGES TO FACILITY: The Government and the School Board agree that if damage is done to the Gymnasium or Additional Gymnasium Space as a result of Government programming or by persons in the building participating in Government programs and activities, then the Government shall be responsible for damages. The Government and the School Board agree that the Government shall not be responsible for damage to the Gymnasium or Additional Gymnasium space which does not occur as a result of Government programming or as a result of the action of persons in the building participating in Government's programs and activities. If there

is a dispute between the Government and the School Board concerning when or how the damage was caused, then the Government and the School Board agree to submit the dispute to mediation. The Government and the School Board agree that the Government shall not be responsible for damages caused by: other entities with agreements with the School Board to use the Gymnasium or Additional Gymnasium Space, structural or design flaws, or school use or school personnel.

LIABILITY AND RISK OF LOSS: To the extent permitted by law, the Government shall indemnify and hold the School Board and the School Board's officers, employees, and agents harmless against any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Gymnasium or Additional Gymnasium Space by the Government or the Government's licensees, invitees, servants, or agents, excepting, however, such claims or damages as may be due to or caused by acts or omissions of the School Board or the School Board's officers, employees, or agents.

To the extent permitted by law, the School Board shall indemnify and hold the Government and the Government's officers, employees, and agents harmless against any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Gymnasium or Additional Gymnasium Space by the School Board or the School Board's licensees, invitees, servants, or agents, excepting, however, such claims or damages as may be due to or caused by acts or omissions of the Government or the Government's officers, employees, or agents.

In no event shall the Government's or the School Board's indemnification act

as a waiver of any defense, immunity, or damage limitation either may otherwise have available as to third parties.

INSURANCE: The Government shall submit proof of its insured or self-insured status demonstrating that it has adequate funds to cover any and all bodily injury and property damage which might result from the Government's use and occupancy of the Gymnasium or Additional Gymnasium Space. The School Board agrees to provide same to the Government. For purposes of the preceding sentence, liability insurance or self-insurance (including umbrella or excess insurance) in the amounts of at least the \$5,000,000 per occurrence / \$5,000,000 aggregate shall constitute adequate funds. The Government agrees that in the future it shall have proof of its insured or self-insured status equal to the amount in effect by the School Board at any given time during this Agreement. The Government shall insure, at its sole expense, all its equipment, furnishings, and other types of personal property located in the Additional Gymnasium Space. The parties agree that they shall exchange insurance information required by this paragraph no later than August 1 of each year.

NOTICES: All notices allowed or required to be given hereunder must be in writing dispatched by United States certified mail, return receipt requested, or hand delivered to the parties and their attorneys at the following: Mayor, Lexington Fayette Urban County Government, 200 East Main Street, Lexington, KY 40507, Commissioner of Law, Lexington Fayette Urban County Government, Department of Law, 200 East Main Street, Lexington, KY 40507; Superintendent, Board of Education of Fayette County, Kentucky, 450 Park Place, Lexington KY, 405011 and General Counsel, Board of Education of Fayette County, Kentucky, 450 Park Place, Lexington,

KY 40511. Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this Agreement shall commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt. If notice is given by hand delivery, there shall be the signature of the parties receiving the notice and the date on a copy of said notice.

HEADINGS: The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

BINDING EFFECTS: All of the provisions of this Agreement are hereby made binding upon the successors, and assigns of both parties hereto.

UNENFORCEABLE OR INAPPLICABLE PROVISIONS: If any provision hereof is found to be unenforceable or unconstitutional by a court of proper jurisdiction, or unenforceable or inapplicable due to a statutory provision, administrative regulation, or mandate or directive from the Kentucky Department of Education, the other provisions hereof shall remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein provided such provisions can be given effect without the unenforceable, inapplicable or unconstitutional provision.

GOVERNING LAW: This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.

MISCELLANEOUS: The Government and the School Board agree that this

Agreement sets forth the understandings of the parties and is in the best interest of the Government, the School Board and the community served by both. The parties agree to continue to work cooperatively throughout the operation of the community school and shall endeavor to resolve all disputes in a timely, fair, and reasonable manner.

SCHOOL BOARD BOND ISSUES: Government hereby acknowledges and confirms that this Agreement is subject, inferior and subordinate to the terms and conditions of any future bonds issued by the School Board which may involve William Wells Brown Elementary School and utilizes a contract of lease and rent. Government specifically agrees to execute and deliver at any time during the term of this Agreement any and all documents deemed necessary by the School Board or its Finance Corporation to carry out the terms and intent of this provision.

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

BY: _____
TYLER MURPHY, CHAIRPERSON

DATE: _____

ATTEST:

BILL BRADFORD, SECRETARY

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

DATE: _____