

RESOLUTION NO. _____, SERIES 2019

A RESOLUTION OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, KENTUCKY, AUTHORIZING THE EXECUTION AND DELIVERY OF (I) A THIRD SUPPLEMENTAL USER CONTRACT RELATED TO THE MEDICAL CENTER STEAM AND CHILLED WATER PLANT AND (II) A FIRST AMENDMENT TO AMENDED AND RESTATED CENTRAL LAUNDRY SERVICES CONTRACT RELATED TO THE MEDICAL CENTER LAUNDRY

SPONSORED BY: COUNCILMEMBER SEXTON SMITH

WITNESSETH:

WHEREAS, Louisville Medical Center, Inc. ("**LMC**") owns the Medical Center Steam and Chilled Water Plant located at 235 Abraham Flexner Way, Louisville, Kentucky 40202 (the "**Plant**") and the Medical Center Commission of Louisville/Jefferson County Metro Government, Kentucky (the "**Commission**") operates the Plant for the purpose of providing steam and chilled water to certain facilities owned by (i) Jewish Hospital & St. Mary's Healthcare, Inc. ("**JHSMH**"), (ii) Kentucky Community & Technical College System ("**KCTCS**"), (iii) Norton Healthcare, Inc. ("**Norton**"), (iv) the University of Louisville ("**UofL**"), and (v) University Medical Center, Inc. d/b/a University Hospital ("**University Hospital**" and, together with JHSMH, KCTCS, Norton, and UofL, the "**Existing Plant Users**") in the medical center area in downtown Louisville (the "**Medical Center**"); and

WHEREAS, on April 23, 2002, Metro Government, LMC, and the Existing Plant Users entered into a User Contract (the "**Original Plant Contract**") for the purpose of providing for the operation of the Plant and to require the Existing Plant Users to collectively pay the costs of operating the Plant, including any debt service related to tax-exempt bonds issued to finance improvements to or expansions of the Plant in exchange for the agreement of LMC and the Commission to provide the Existing Plant Users steam and chilled water from the Plant; and

WHEREAS, on October 1, 2011, Metro Government, LMC, and the Existing Plant Users entered into a First Supplemental User Contract (the "**First Supplemental Plant Contract**") for the purpose of amending and supplementing the Original Plant Contract to permit Metro Government to issue taxable bonds to finance improvements to the Plant; and

WHEREAS, on October 1, 2012, Metro Government, the Commission, LMC, and the Existing Plant Users entered into a Second Supplemental User Contract (the "**Second Supplemental Plant Contract**" and, together with the Original Plant Contract and the First Supplemental Plant Contract, the "**Existing Plant Contract**") for the purpose of clarifying and improving various provisions of the Original Plant Contract, as previously amended, regarding the operation of the Plant and the calculation and apportionment of its operating expenses among the Existing Plant Users; and

WHEREAS, the Commission owns and operates the Medical Center Laundry located at 1400 Story Avenue, Louisville, Kentucky 40202 (the "**Laundry**") for the purpose of providing medical laundry services to certain facilities owned by JHSMH, Norton, UofL, and University Hospital (collectively, the "**Existing Laundry Users**") in the Medical Center; and

WHEREAS, on October 1, 2012, Metro Government, the Commission, LMC, and the Existing Laundry Users entered into the Amended and Restated Central Laundry Services Contract dated as of October 1, 2012 (the “**Existing Laundry Contract**”) for the purpose of providing for the operation of the Laundry and to require the Existing Laundry Users to collectively pay the costs of operating the Laundry in exchange for the agreement of the Commission and LMC to provide the Existing Laundry Users medical laundry services from the Laundry; and

WHEREAS, JHSMH has requested to withdraw as a party to the Existing Plant Contract and the Existing Laundry Contract in connection with, and subject to, its sale and transfer (the “**Transfer Transaction**”) of substantially all of the assets that are directly related to, necessary for, or used exclusively in connection with, the operation of the following facilities to UofL Health-Louisville, Inc. (collectively, the “**Transferred Facilities**”):

Facility	Address
Jewish Hospital Rudd Heart and Lung Center	201 Abraham Flexner Way, Louisville, Kentucky 40202
Frazier Rehab Institute	220 Abraham Flexner Way, Louisville, Kentucky 40202
Jewish Hospital	200 Abraham Flexner Way, Louisville, Kentucky 40202
Jewish Hospital Outpatient Care Center	225 Abraham Flexner Way, Louisville, Kentucky 40202
Jewish Hospital East	3920 Dutchman’s Lane, Louisville, Kentucky 40207
Jewish Hospital South	1903 Hebron Lane, Shepherdsville, Kentucky 40165
Saints Mary and Elizabeth Hospital	1850 Bluegrass Avenue, Louisville, Kentucky 40215
Our Lady of Peace	2020 Newburg Road, Louisville, Kentucky 40205
North East Hospital	2401 Terra Crossing Boulevard, Louisville, Kentucky 40245
Jewish Medical Center Southwest Hospital	9700 Stonestreet Road, Louisville, Kentucky 40272
Jewish Hospital Shelbyville Hospital	727 Hospital Drive, Shelbyville, Kentucky 40065

WHEREAS, subject to the closing of the Transfer Transaction, UofL Health-Louisville, Inc. (“**UofL Health**”) has requested to become a party to the Existing Plant Contract and the Existing Laundry Contract as the new owner and operator of the Transferred Facilities; and

WHEREAS, the Board of Directors of LMC and the Commission have approved, and the Boards of Directors, Boards of Trustees, or other duly-authorized executive authorities of KCTCS, Norton, UofL, and UofL Hospital have approved or are expected to approve the above-described changes in the parties to the Existing Plant Contract and the Existing Laundry Contract; and

WHEREAS, LMC, the Commission, KCTCS, Norton, UofL, UofL Hospital, and UofL Health (collectively, the “**Requesting Parties**”) have requested Metro Government to execute and deliver (i) a Third Supplemental User Contract by and among Metro Government and the Requesting Parties memorializing the above-described changes in the parties to the Existing Plant Contract and (ii) a First Amendment to Amended and Restated Central Laundry Services Contract memorializing the above-described changes in the parties to the Existing Laundry Contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT:

Section 1. Incorporation of Preamble. The facts and recitations set out in the preamble of this Resolution are adopted and incorporated as a part hereof, and the terms defined in the preamble shall have the same meanings when used herein.

Section 2. Authorization of Execution and Delivery of Documents. At or prior to the closing of the Transfer Transaction, the Mayor and the Metro Council Clerk are hereby authorized and directed to execute and deliver on behalf of Metro Government the following documents, each of which shall be effective upon closing of the Transfer Transaction, substantially in the respective forms previously submitted, reference to which is hereby made, with such changes therein as the officer(s) executing such documents on behalf of Metro Government shall approve, such approval to be conclusively evidenced by their execution and delivery thereof:

(a) a Third Supplemental User Contract by and among Metro Government and the Requesting Parties amending and supplementing the Existing Plant Contract to provide for the withdrawal of JHSMH as a party thereof and adding UofL Health as a party thereto and accomplishing the other related purposes set forth therein; and

(b) a First Amendment to Amended and Restated Central Laundry Services Contract by and among Metro Government and the Requesting Parties amending and supplementing the Existing Laundry Contract to provide for the withdrawal of JHSMH as a party thereof and adding UofL Health as a party thereto and accomplishing the other related purposes set forth therein.

Section 3. Severability. The provisions of this Resolution are severable and, if any section, phrase, or provision hereof shall for any reason be declared invalid or unenforceable, such declaration shall not affect the validity of the remainder of this Resolution.

Section 4. Supplements. The provisions of this Resolution may be supplemented from time to time by resolution of the Metro Council.

Section 5. Prior Conflicting Actions Superseded. To the extent that any resolution, municipal order, or part thereof is in conflict with the provisions of this Resolution, the provisions of this Resolution shall prevail and be given effect.

Section 6. Effective Date. This Resolution shall be in full force and effect from and after its adoption and publication as provided by law.

[Signature Page to Resolution]

INTRODUCED, SECONDED, AND READ at a duly convened regular meeting of the Metro Council of the Louisville/Jefferson County Metro Government, Kentucky, held on _____, 2019.

Attest:

Stephen Ott
Metro Council Clerk

David James
President of the Council

Greg Fischer
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

By: _____
Assistant Jefferson County Attorney

R-127-19