

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



Docket

Tuesday, October 24, 2023

3:00 PM

Council Chamber

Urban County Council Work Session

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

[1101-23](#) Table of Motions: Council Work Session, October 17, 2023

IV. Budget Amendments**V. Budget Adjustments - For Information Only****VI. New Business****VII. Continuing Business/ Presentations**

[1092-23](#) Neighborhood Development Funds October 24th, 2023

[1093-23](#) Summary: Environmental Quality & Public Works Committee, September 12, 2023

VIII. Council Reports**IX. Mayor's Report****X. Mayor's Report - Price Contract Bid Recommendations**

[1100-23](#) Accepting and approving the following bids and establishing price contracts for the following Departments or Divisions as to the specifications and amount set forth in the terms of the respective bids:
(a) Div. of Water Quality - Temporary Labor for Water Quality - 106 -2023 - Employment Solutions, Inc.
(b) Div. of Police - Panorama Sharkee Antenna - 104-2023 - Computers on the Move

XI. Public Comment - Issues Not on Agenda**XII. Adjournment**

Administrative Synopsis - New Business Items

- 1021-23** Authorization to execute the Flexible Spending Benefits Plan renewal document with Chard, Snyder & Associates, Inc. for the purpose of allowing LFUCG employees to elect various benefit options on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code, effective January 1, 2024. No budgetary impact. (L1021-23) (Walters/Hamilton)
- 1066-23** Authorization to execute an agreement with Bluegrass Care Navigators for operation of limited capacity Temporary Winter Motel Shelter Services for elderly and disabled persons in an amount not to exceed \$205,340 in FY 2024. Funds are budgeted. (L1066-23) (Herron/Lanter)
- 1070-23** Authorization to reallocate workforce development funds in the amount of \$203,227.94 for other workforce needs and opportunities and to execute Amended Purchase Services Agreements with workforce development partner agencies. Funds are budgeted. (L1070-23) (Glasscock/Atkins)
- 1071-23** Authorization to republish the Code of Ordinances and the Zoning Ordinances with American Legal Publishing. The agreement to switch publishing providers from Municode to American Legal was approved June 15, 2023. This is the ordinance that will authorize the republication of the Ordinances. Budgetary impact is \$6,000. Funds are budgeted. (L1071-23) (Allan/Hamilton)
- 1079-23** Authorization to execute an amendment to agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2021, extending the performance period through March 31, 2024. No budgetary impact. (L1079-23) (Dugger/Armstrong)
- 1080-23** Authorization to submit application and accept additional federal funds in the amount of \$378,484.54 from the Department of Local Government under House Bill 1 to purchase election equipment including set up, delivery and services fees approved by the Commonwealth of State Board of Elections (SBE) for the Fayette County Clerk for Fayette County, KY. No matching funds are required. (L1080-23) (Reynolds/Lanter)

- 1081-23** Authorization to execute an amendment to agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2022, extending the performance period through March 31, 2024. No budgetary impact. (L1081-23) (Dugger/Armstrong)
- 1082-23** Authorization to approve BBC Research and Consulting as a sole source service provider for assistance with implementing the recommendations identified to remedy observed disparities, refine the City's procurement processes and enhance the Minority Business Enterprise Program. Costs are dependent on services provided. Funds are budgeted. (L1082-23) (Slatin/Hensley)
- 1083-23** Authorization to extend one (1) unclassified position of Administrative Officer (Grade 523E) for a term of four (4) years within the Division of Waste Management, effective upon passage by Council. This position is included in the FY 24 budget. (L1083-23) (Walters/Hamilton)
- 1084-23** Authorization to accept an award from the Kentucky Department of Military Affairs, Division of Emergency Management in the amount of \$900.00 under the Federal Fiscal Year 2023 Chemical Stockpile Emergency Preparedness Program (CSEPP). No match is required. (L1084-23) (Dugger/Armstrong)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1101-23

File ID: 1101-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 10/19/2023

File Name: Table of Motions: Council Work Session, October 17, 2023

Final Action:

Title: Table of Motions: Council Work Session, October 17, 2023

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 10.17.23

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 1101-23

Title

Table of Motions: Council Work Session, October 17, 2023

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
October 17, 2023**

Vice Mayor Wu called the meeting to order at 3:01pm. Council Members J. Brown, Ellinger, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin were present.

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

Motion by Ellinger to approve the October 10, 2023 work session summary. Seconded by Reynolds. Motion passed without dissent.

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

Motion by Ellinger to approve New Business. Seconded by Plomin. Motion passed without dissent.

- VII. Continuing Business/Presentations

Motion by Baxter to approve Neighborhood Development Funds, October 17, 2023. Seconded by Fogle. Motion passed without dissent.

Motion by Plomin to approve Council Capital Projects, October 17, 2023. Seconded by Gray. Motion passed without dissent.

Worley provided a summary of the September 19, 2023 General Government and Planning Committee meeting.

Motion by Worley to Approve, on behalf of the General Government and Planning Committee, a resolution amending the Council Rules and Procedures, as amended by the committee and incorporating clarifying changes approved by the committee, as described more fully in the Summary of the General Government and Planning Committee for September 19, 2023. Seconded by Baxter. Motion passed without dissent (as amended).

Motion by J. Brown to amend the Council Rules and Procedures, Section C.102 (5), changing the timeframe for return of the signed agreement from 10 business days to 30 days. Seconded by Gray. Motion passed without dissent.

Motion by J. Brown to amend the Council Rules and Procedures, Section C.102 (7), changing the timeframe for depositing the check from 1 month to 60 days. Seconded by Fogle. Motion passed 14-1 (yes – Wu, J. Brown, Ellinger, Fogle, Lynch, LeGris, Monarrez, Sheehan, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin; no – Gray.

- VIII. Council Reports
- IX. Mayor's Report
- X. Mayor's Report – Price Contract Bid Recommendations
- XI. Public Comment – Issues Not on Agenda
- XII. Adjournment

The meeting adjourned at 3:39 pm.

KJT, 10/18/23



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1092-23

File ID: 1092-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 10/19/2023

File Name: NDF List 10/24/23

Final Action:

Title: Neighborhood Development Funds October 24th, 2023

Notes:

Sponsors:

Enactment Date:

Attachments: NDF List 10.24.23

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 1092-23

Title

Neighborhood Development Funds October 24th, 2023

...Summary

Organization:

Arts Connect Inc.
Kate Savage
P.O Box 1691
Lexington, KY 40588

Purpose:

For the production and printing of promotional materials for the downtown guided Art Walk

Amount:

\$ 500.00

Organization:

Prestwick Condominiums Association, Inc.
Patricia Damron
185 Pasadena Dr. Ste. 240
Lexington, KY 40503

Purpose:

For the enhancement and beautification of their rock and garden area along Star Shoot Parkway

Amount:

\$ 500.00

Organization:

Community Inspired Lexington Inc.

Rebecca Webb

348 East Main Street

Lexington, KY 40507

Purpose:

For the purchase of protein food items for their monthly food pantry

Amount:

\$ 300.00

Organization:

Mario Webb & New Covenant Inc.

Mario Webb

326 Lowry Lane

Lexington, KY 40503

Purpose:

For the purpose of creating a project through music that provides healing for those who are at risk and experiencing trauma and harm

Amount:

\$ 3,000.00

Organization:

United Way of the Bluegrass

Timothy Johnston

651 Perimeter Dr. Ste. 510

Lexington, KY 40517

Purpose:

For the purpose of supplying food items for East End Day event on November 11th, 2023

Amount:

\$ 400.00

**Neighborhood Development Funds
October 24, 2023
Work Session**

Amount	Recipient	Purpose
\$ 500.00	Arts Connect Inc. Kate Savage P.O Box 1691 Lexington, KY 40588	For the production and printing of promotional materials for the downtown guided Art Walk
\$ 500.00	Prestwick Condominiums Association, Inc. Patricia Damron 185 Pasadena Dr. Ste. 240 Lexington, KY 40503	For the enhancement and beautification of their rock and garden area along Star Shoot Parkway
\$ 300.00	Community Inspired Lexington Inc. Rebecca Webb 348 East Main Street Lexington, KY 40507	For the purchase of protein food items for their monthly food pantry
\$ 3,000.00	Mario Webb & New Covenant Inc. Mario Webb 326 Lowry Lane Lexington, KY 40503	For the purpose of creating a project through music that provides healing for those who are at risk and experiencing trauma and harm
\$ 400.00	United Way of the Bluegrass Timothy Johnston 651 Perimeter Dr. Ste. 510 Lexington, KY 40517	For the purpose of supplying food items for East End Day event on November 11th, 2023



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1093-23

File ID: 1093-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 10/19/2023

File Name: Approval of September 12, 2023 Committee Summary

Final Action:

Title: Summary: Environmental Quality & Public Works Committee, September 12, 2023

Notes:

Sponsors:

Enactment Date:

Attachments: eqpw_2023-09-12 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 1093-23

Title

Summary: Environmental Quality & Public Works Committee, September 12, 2023



Environmental Quality & Public Works Committee

September 12, 2023

Summary and Motions

Chair Sheehan called the meeting to order at 1:01 p.m. Committee Members Wu, Fogle, Lynch, LeGris, Monarrez, Gray, F. Brown, and Sevigny were present. Committee Member Worley was absent.

I. Approval of July 11, 2023 Committee Summary

Motion by Gray to approve the July 11, 2023 Environmental Quality & Public Works Committee Summary. Seconded by Sevigny. Motion passed without dissent.

II. Annual Stormwater Program Update

Mark Sanders, Engineering Section Manager in Division of Water Quality, provided an overview of the storm water priority projects list. He reviewed the severity score process for the priority list and mentioned 2 factors are structure flooding and street/road flooding. He displayed a map to illustrate remaining priority projects and he explained how to view the priority list on the web site. Capital improvement projects include Southland Park/Tucson/Yuma, and he reviewed phase 1 and phase 2. He showed photos of the Southland area park phase 1 which are the basins. He provided an overview of the Joyland area stormwater project phase 1 & 6 and he showed photos of the that project. He reviewed minor stormwater construction projects completed, projects to be advertised, and current design projects. He reviewed the completed work orders from 2018-2022 and he explained the frustrating outcomes which include unintended consequences. Future preliminary engineering reports. challenges and tasks for 2023-24. complete projects under design to clear backlog, assist with updating web-based map, etc.

When asked about utility companies, Sanders did know of any problems. If there is an issue, the utility companies are responsive, and they are quick to come out. Speaking about the priority list and if 99 is the last one, Sanders confirmed and said we are on 85. He clarified that the Gainesway project is a 3-part project. When asked if numbers 1-84 are complete, Sanders pointed out that several of those are in construction/design phase, so they are not complete. When asked if any of this work is done in-house, Sanders and Lubeck agreed it is all contracted work. Addressing whether there is any parallel between storm and sanitary, Sanders said they try to work together. Speaking about completed work orders and if we are still in catch up phase, Sanders said it is the nature of design. You will have to catch up and have new projects, etc. It's like a roller coaster. Speaking about Shannon Dr. and Parkside, which pools up with water and causes mosquitos, Sanders said work is being done there right now and they anticipate completion in the next 4 weeks. When asked about Ohio and 3rd Street and how we inform the office, Sanders said this is done through LexCall (311). Speaking about the timeline for stormwater projects from start to finish, Lubeck said it depends on the project. He said it is a lengthy process. No action was taken on this item.

III. Process for Road Closures

Commissioner Albright provided an overview of the major road impact communication plan. She defined what a major road impact is which considers the rank of road as identified in snow plan and the extent of impact. A major road impact also considers the time of day (rush hour), duration of the road closure, proximity to intersections, and proximity to other work zones. The communication plan parameters

include whether the project meets the threshold for a major road impact, it includes only LFUCG projects, and true emergencies change all of this. Albright displayed a flow chart to explain this communication plan. She reviewed the first steps once construction is ready to begin: the contract is awarded, the contract includes a Maintenance of Traffic (MOT) plan, relationship of MOT to road impact review determines timeframe. When a contract is in place, it advances communication with council members and talk to Traffic Engineering, Public Information and Education (PIE), stakeholders, etc. Traffic Engineering approves a plan of a minimum of 8 business days before impact and communicates that plan with Waze app., posts to traffic Ticker and posts to Lex-wrecks on impacted days. 6 days out, the PIE team sends mass communication and shares impact details with councilmembers and constituents. The contractor puts variable message signs up 5 days in advance and executes traffic control plan during the project. Albright summarized by saying that the initial notification to councilmembers when the contract is finalized (MOT). There is a notice to Traffic Engineering 10 days before road impact occurs. And once the traffic plan is approved, the PIE team, councilmembers and the contractor all have communication responsibilities.

There was some discussion about using contractors for paving, and those contractors put signs up. There was a question about whether we update notification when roads aren't necessarily closed but just worked on. Speaking about sharing information and what the best way is to communicate this, Poe spoke about what the Public Information Office does to communicate (Nextdoor app, councilmembers, neighborhood contacts, etc.) It was stated that not all Neighborhood Associations are active so we need to play more of an active role and that we understand the goal so we can share the information. Poe said communication is difficult because the ways people get information is split. Speaking about the Council communications person using a system and how to communicate with schools, Albright suggested speaking with her office. When asked about markings not present until road is running out, Albright said sometimes putting markings too early can scare people off. There was some discussion about how to better communicate with franchise so they can communicate with constituents. When asked about a communications budget, Albright said for something big, they typically use Poe's group. She would like to explore funding for outreach. No action was taken on this item.

IV. Items Referred to Committee

Motion by Sevigny to remove *Process for Road Closures* from committee. Seconded by Wu. Motion passed without dissent.

The meeting adjourned at 2:15 p.m.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1100-23

File ID: 1100-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Central Purchasing

File Created: 10/19/2023

File Name: 10-26-23 Mayor's Report - Price Contracts

Final Action:

Title: Accepting and approving the following bids and establishing price contracts for the following Departments or Divisions as to the specifications and amount set forth in the terms of the respective bids:

- (a) Div. of Water Quality - Temporary Labor for Water Quality - 106-2023 - Employment Solutions, Inc.
- (b) Div. of Police - Panorama Sharkee Antenna - 104-2023 - Computers on the Move

Notes:

Sponsors:

Enactment Date:

Attachments: 106-2023 Employment Solutions, Inc..pdf, 104-2023 Computers on the Move.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Slatin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1100-23

title

Accepting and approving the following bids and establishing price contracts for the following Departments or Divisions as to the specifications and amount set forth in the terms of the respective bids:

- (a) Div. of Water Quality - Temporary Labor for Water Quality - 106-2023 - Employment Solutions, Inc.
- (b) Div. of Police - Panorama Sharkee Antenna - 104-2023 - Computers on the Move



LEXINGTON

**Bid 106-2023 Addendum 2
Employment Solutions Personnel
Employment Solutions Inc.
Supplier Response**

Event Information

Number: Bid 106-2023 Addendum 2
Title: Temporary Labor for Water Quality
Type: Competitive Bid
Issue Date: 9/7/2023
Deadline: 9/28/2023 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Employment Solutions Personnel Information

Contact: Sharon Marsee
Address: 1165 Centre Parkway
Ste. 120
Lexington
Lexington, KY 40517
Phone: (859) 971-1306 x128
Email: smarsee@employmentsolutionsinc.org
Web Address: www.employmentsolutions.org

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Sharon E Marsee

Signature

Submitted at 9/27/2023 11:44:14 AM (ET)

smarsee@esinc.org

Email

Response Attachments

WQbid.pdf

Employment Solutions Inc bid for temporary labor

Bid Lines

1	Percentage Mark-up for Temporary Workers for Sewer Line Maintenance		
Quantity: <u> 1 </u>	UOM: <u> Percent </u>	Price: <input type="text" value="\$19.05"/>	Total: <input type="text" value="\$19.05"/>
Supplier Notes: <input type="text" value="Response reflects the hourly bill rate with a 27% mark-up applied to the \$15 per hour pay rate."/>			

Response Total: \$19.05



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: September 6, 2023

INVITATION TO BID #106-2023 Temporary Labor Services for Water Quality

Bid Opening Date: September 26, 2023 **Bid Opening Time:** 2:00 PM
Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **09/26/2023**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Various Location, Lexington, KY

<input checked="" type="checkbox"/> Bid Specifications Met _____ Check One: _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		Proposed Delivery: <u>15</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?		
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Employment Solutions, Inc
Firm Name
1087 Whipple Court
Address
Lexington, KY 40511
City, State & Zip

Bid must be signed: Sharon Marsee, Director Employment Solutions Personnel
Signature of Authorized Company Representative – Title

Sharon Marsee
Representative's Name (Typed or printed)
(859) 971-1306 X128
Area Code - Phone – Extension Fax #
smarsee@esinc.org
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Employment Solutions, Inc., and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Rick Christman and he/she is the individual submitting the bid or is the authorized representative of Employment Solutions, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

[Handwritten Signature]

STATE OF

Kentucky

COUNTY OF

Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Richard Christman

on this the 25 day

of September, 2023



My Commission expires: 06-01-2026

[Handwritten Signature: Carol D. Preece]
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

- or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
 - F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
 - G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
 - H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
 - I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
 - J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
 - K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
 - L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
 - M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
 - N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
 - O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
 - P. All material furnished hereunder must be in full compliance with OSHA regulations.
 - Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
 - R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
 - S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
 - T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional (3)1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
- () 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- (X) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Shawn Mance
Signature

Employment Solutions Inc.
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Shawn Meace
Signature

09-26-2023
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Employment Solutions, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			1														
Professionals		1															
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			2				1										
Skilled Craft																	
Service/Maintenance																	
Total:		1	3				1									1	4

Prepared by: Shawn Meiser
(Name and Title)

Date: 09 / 27 / 2023

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

**Lexington-Fayette Urban County Government
MWDDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
 Minority Business Enterprise Liaison
 Division of Central Purchasing
 Lexington-Fayette Urban County Government
 200 East Main Street
 Lexington, KY 40507
smiller@lexingtonky.gov
 859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a list of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Byne	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

N/A Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A Attended LFUCG Central Purchasing Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

N/A Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

N/A Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

N/A Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

N/A Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

N/A Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

N/A Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

N/A Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

N/A Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

N/A Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

N/A Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

N/A Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

N/A Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Employment Solutions, Inc.
Company
09-26-2023
Date

Shawn Menez
Company Representative
Director - Employment Solutions Personnel
Title

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor 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 LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.
 8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
 9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.
 11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
 12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
 13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
 14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- (2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language 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.

b. 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.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor 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 contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Shawn Maxwell

Signature

09-26-2023

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, 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 CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services 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 the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO

COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 (unless deemed not to apply or required in a lesser amount))

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Errors and Omission coverage unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- f. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by LFUCG.
- g. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less

than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

lockout/tag out, respiratory protection, and emergency response.

- The temporary labor agency must supply the workers with required safety equipment including: hardhats, class III safety vest, gloves, safety glasses, hearing protection, and steel-toed boots. The temporary labor agency must provide training on all personal protective equipment issued to their employees. The associated costs for personal protective equipment must be provided by the vendor. The LFUCG shall provide any specialized tools required.
- The vendor will be responsible for supplying up to four (4) workers per day who are physically capable of working a 8 hour work day, and may include weekends. Vendor must maintain the proper number of workers at the start of each work day with a turnover rate of less than 50% weekly.
- Workers will coordinate daily assignments with Division of Water Quality's Supervisors, Equipment Operator Seniors, Equipment Operators, and Public Service Workers Seniors. Lexington's Division of Water Quality will direct all assignments and coordinate activities with the selected vendor's management and temporary labor.
- Workers will need to be available on site at 900 Enterprise Drive no later than 7:30 a.m. each day subject to changes by the Division of Water Quality.
- The vendor will conduct and provide LFUCG receipt of a satisfactory background check and acknowledgement that the worker has successfully tested negative in a pre-employment alcohol/drug screen. Random drug tests may also occur during the term of the contract.
- The vendor must offer the hepatitis B vaccination to all temporary labor employees prior to start of work per Kentucky OSHA 29 CFR 1910.1030. It is the responsibility of the vendor to oversee the completion of the vaccination series for their employees and to provide documentation of such on request (or the respective declination letter). Vendor will provide signed Hepatitis B wavier forms or status forms on all workers before starting work at Water Quality.
- The vendor will provide audio metric sound testing on all workers after five (5) months of service.
- The vendor will supply three (3) references from customers that are similar in the scope of work to the Division of Water Quality.
- The vendor shall have a physical office location within Fayette County in order to service and fulfill this contract.

The Division of Water Quality will work with the management of the selected company to ensure proper and adequate understanding of the industry's safety issues and hazards that temporary labor employees will encounter on the job.

The Division of Water Quality will provide safety orientation training to temporary labor employees on policies and procedures for job duties before they are allowed to commence work.

LFUCG will have the option to audit the financial, safety, drug testing, and accident files upon request.

If a worker is scheduled to work but is not used due to a scheduling error, the worker will be paid a minimum of two (2) hours.

The Lexington-Fayette Urban County Government reserves the right to reject any worker provided if they appear to be unfit to perform their assigned duties, or for any other reason; however, the worker will be paid only for any actual time worked and is not entitled to the two (2) hour minimum that is paid for an LFUCG scheduling error.

The vendor must provide a performance bond of \$10,000 to remain in effect for the term of

the contract.

Currently, the Division of Water Quality uses an average of approximately three (3) temporary workers per day. These quantities are provided for bidding purposes only and are not guaranteed by LFUCG. The quantity may be less or more depending on operational demands.

The Lexington-Fayette Urban County Government will issue payments net 30 from the invoice date. Invoices should be submitted on a weekly basis accompanied by documentation of services (i.e. workers name, date, hours worked, and subtotal for each day).

The LFUCG will cover the cost and installation of a time clock for the temporary workforce.

The agency must offer weekly pay to temporary employees.

The LFUCG has established an Alcohol and Drug Free Workplace Policy (CAO Policy #7) and shall require the Agency to have, or enact their own Alcohol and Drug Free Workplace Policy of equal standards. If the Agency doesn't have an established policy, they may obtain a copy of the LFUCG's policy upon request. Bidders must provide a copy of their alcohol and drug workplace policy with their bid.

The LFUCG has established a Policy & Procedure for Harassment Complaints (CAO Policy #5R) and shall require the Agency to have, or enact their own policy for Harassment Complaints of equal standards. If the Agency doesn't have an established policy, they may obtain a copy of the LFUCG's policy upon request. Bidders must provide a copy of their harassment complaints policy with their bid.

The vendor must provide workers compensation coverage and liability coverage as described in the Lexington-Fayette Urban County Government's "Risk Management Insurance Provisions".

The vendor must adhere to the Alcohol and Drug Free Workplace Policy referenced in **Appendix A**, as well as provide a signed copy of the company's drug testing policy with the bid.

Employees will be compensated at a rate of \$15.00 per hour.

**Percentage Mark-up for Temporary Workers
for Sewer Line Maintenance**

27 %

Appendix A

Alcohol and Drug Free Workplace Policy

In an effort to create a safe work environment for our workforce, there will be an alcohol free and drug free environment. As a condition of hire, applicants must pass a drug-screening test provided by Vendor Name via Urgent Treatment Center (UTC). While passing the test is a condition of employment, successful completion of the test does not guarantee employment. The results of this test may be shared with LFUCG and the Division of Waste Management where contract employees will be assigned.

Illegal Drugs

The use, distribution, dispensation, sale, offering for sale, possession, purchase, manufacture, or trading of illegal drugs on Lexington-Fayette Urban County Government (LFUCG) premises or in any other work-related environment is strictly prohibited. The prohibition of illegal drug activity includes occasions when an employee is representing LFUCG at events beyond normal work hours.

Alcohol

Workers are not permitted to consume alcohol while on premises or while conducting LFUCG business.

Prescription and OTC Drugs

Workers are prohibited from the misuse or abuse of any prescription and over the counter (OTC) drugs. Workers who are using prescribed or OTC drugs for existing medical conditions must inform vendor and LFUCG of such treatment to discuss the impact of job duties or assignment if the drugs have possible side effects that could affect job performance or if the drugs alter an employee's physical or mental abilities.

Policy Violations

Workers who violate this policy will be immediately dismissed.

Reemployment

Workers that previously worked on a job assignment, who are being considered for a new assignment, must submit to another drug screening if it has been more than sixty (60) calendar days since their last test.

Testing

Vendor Name will provide the initial drug-screening test. Initial drug testing will take place on date of hire as a contract temporary employee eligible for placement or prior to first placement at a LFUCG location. If the applicant passes this test, they will be eligible to work at a LFUCG location. If an applicant fails the drug-screening test, they will not be eligible to work at a LFUCG location. The worker has the option to retest after 30 days. If at that time the test is negative, they will be eligible to work. If the test is

failed a second time, the applicant will not be eligible to work at any LFUCG location. Additionally, if the applicant does not show to retest after 30 days, they will not be eligible for future contract employment with LFUCG.

In addition, if an applicant is hired, Vendor Name reserves the right to conduct reassignment testing, random testing, post accident testing or just cause testing. Just cause will include but not be limited to:

1. erratic employee behavior
2. Smell of alcohol on employee
3. Observation of supervisor, manager or other employees.

Failure to submit is cause for dismissal. Additionally, if an applicant fails any type of drug or alcohol screening while currently employed under this contract, they will be terminated immediately.

Appeals Process: Applicants who disagree with positive initial drug-screening test results may request a laboratory confirmation test. This will require applicant paying a deposit of \$35.00 within 24 hours. The second test will be conducted on the original urine sample by an accredited laboratory. If the confirmation testing is negative, the applicant will be refunded the deposit. If the applicant chooses not to contest the initial drug screening, the results will remain positive, and will be subject to our retesting policy listed in this form.

By signing below the applicant acknowledges that they have read and fully understand the Vendor Name Drug/Alcohol Screening Policy.

Applicant: _____ **Signature** _____
Date: _____

Social Security Number: _____

For Official Use Only:

Results: **Time:** _____ **Temperature:** _____

Negative: _____ **Positive:** _____

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING**ADDENDUM No. 1**Bid Number: **#106-2023**

Date: September 21, 2023

Subject: Temporary Labor Services for Water Quality

Address inquiries to:
Q&A Module on Ion WaveBrian Marcum
brianm@lexingtonky.gov
(859) 258-3325**TO ALL PROSPECTIVE SUBMITTERS:**

Please be advised of the following clarifications to the above referenced Bid:

Bid opening date has been extended until September 28, 2023 at 2:00 PM EST.

Will workers be ordered on an as needed basis daily?

Once hired, workers will report to LFUCG daily until promoted/terminated.

Who is the current supplier?

Labor Works

How many temporarays do you plan on having on site?

5 or 6

If there are current temporary staffing workers now are they willing to transfer to who wins the bid?

To continue employment here - Yes.

Are the trenches and ditches deeper than 6 ft? Will they ever be?

Yes

Will all equipment, tools and training needed to perform their job duties be supplied by Lexington Fayette Urban County Government?

Yes

I know in the past you have sent candidates that you wanted to hire to the staffing agency is this still a current practice?

Yes

What is the pay rate?

\$12 per hour

Is Overtime Pay excluded? If it is included, how should that be handled?

No overtime permitted



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Employment Solutions, Inc

ADDRESS: 1087 Whipple Court Lexington, KY 40511

SIGNATURE OF BIDDER: Shawn Mause



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING**ADDENDUM No. 2**Bid Number: **#106-2023**

Date: September 23, 2023

Subject: Temporary Labor Services for Water Quality

Address inquiries to:
Q&A Module on Ion WaveBrian Marcum
brianm@lexingtonky.gov
(859) 258-3325**TO ALL PROSPECTIVE SUBMITTERS:**

Please be advised of the following clarifications to the above referenced Bid:

Clarification

What is the pay rate?**\$15 per hour is the expected pay rate per the specifications.**

Todd Slatin, Director
Division of Central PurchasingAll other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.COMPANY NAME: Employment Solutions, IncADDRESS: 1084 Whipple Court Lexington, KY 40511SIGNATURE OF BIDDER: Shawn Mace



LEXINGTON

Bid 104-2023

Computers On The Move

Supplier Response

Event Information

Number: Bid 104-2023
Title: Panorama Sharkee Antenna
Type: Competitive Bid
Issue Date: 8/28/2023
Deadline: 9/11/2023 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE. For questions regarding these specifications or the bidding process, please post to the published bid on IonWave – <https://lexingtonky.ionwave.net>. Phone calls or emails are not accepted.

All mandatory forms must be filled out and posted in “Response Attachments” tab on IonWave or your bid will be considered non-responsive and not considered.

Contact Information

Contact: Conni Hayes
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: chayes@lexingtonky.gov

Computers On The Move Information

Address: 6910 N. Crestwood Dr.
Glendale, WI 53209
Phone: (414) 228-8400
Web Address: www.compmove.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

James Thomson

Signature

Submitted at 9/9/2023 11:24:30 AM (ET)

jt1pt1@yahoo.com

Email

Response Attachments

ITB 104-2023 Panorama Sharkee Antenna_COTM Response.pdf

ITB 104-2023 Panorama Sharkee Antenna - Computers On The Move's Response

Bid Lines

1	Panorama Sharkee™ GPSB Heavy Duty Multi-function Antenna	Quantity: <u> 1 </u> UOM: <u> Each </u> Unit Price: <input type="text" value="\$129.33"/> Total: <input type="text" value="\$129.33"/>
2	Panorama Sharkee™ Antenna AFM-835 Wideband 2dBd Gain Whip	Quantity: <u> 1 </u> UOM: <u> Each </u> Unit Price: <input type="text" value="\$8.81"/> Total: <input type="text" value="\$8.81"/>
3	Panorama Sharkee™ Antenna C23F-5M Coaxial Cable	Quantity: <u> 1 </u> UOM: <u> Each </u> Unit Price: <input type="text" value="\$12.58"/> Total: <input type="text" value="\$12.58"/>
4	Panorama Sharkee™ Antenna Cables for Havis DS-PAN-435-2	Quantity: <u> 1 </u> UOM: <u> Each </u> Unit Price: <input type="text" value="\$46.26"/> Total: <input type="text" value="\$46.26"/>

Response Total: \$196.98



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: August 28, 2023

INVITATION TO BID #104-2023 Panorama Sharkee Antenna

Bid Opening Date: September 11, 2023

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **09/11/2023**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:		Proposed Delivery:
<input checked="" type="checkbox"/> Bid Specifications Met	<input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	15-20 bus. days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Computers On The Move
Firm Name

6910 N. Crestwood Dr.

Address

Glendale, WI 53209

City, State & Zip

Bid must be signed:

James C. Thomson / Owner

James C, Thomson

Representative's Name (Typed or printed)

(414) 228-8400

(414) 228-8400

Area Code - Phone - Extension

Fax #

JT1PT1@yahoo.com

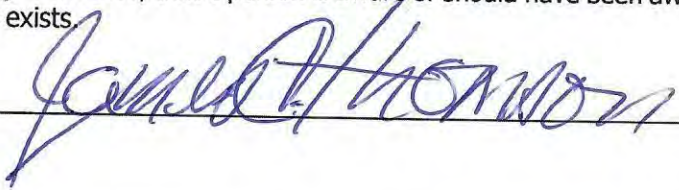
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, James C. Thomson, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is James C. Thomson and he/she is the individual submitting the bid or is the authorized representative of Computers On The Move the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

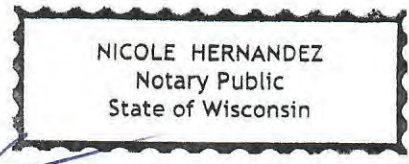
Further, Affiant sayeth naught. 

STATE OF Wisconsin

COUNTY OF Milwaukee

The foregoing instrument was subscribed, sworn to and acknowledged before me by James C. Thomson on this the 6 day of September, 2023

My Commission expires: 9-10-2023




NOTARY PUBLIC, STATE AT LARGE

Please refer to Section III. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

James L. Thomson
Signature

Computers On The Move
Name of Business

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

9/8/23
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Computers On The Move

Categories	Total *	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: James Thomson/Owner
(Name and Title)

Date: 9.8.23
Revised 2015-Dec-15

*Computers On The Move is a sole proprietorship. Therefore not applicable.



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # ITB 104-2023

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <u>N/A</u>				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Computers On The Move
Company

Company

9/8/23
Date

Date

James Thomson
Company Representative

Owner
Title

Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # ITB 104-2023

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <u>N/A</u>				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Computers On The Move
Company

9/8/23
Date

James Thomson
Company Representative

owner
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # ITB 104-2023

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Computers On The Move

Company

9/8/23

Date

James Thomson

Company Representative

Owner

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # ITB 104-2023

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Computers On The Move</u>	Contact Person <u>James Thomson</u>
Address/Phone/Email <u>6910 N. Crestwood Dr, Glendale, WI 53209</u> <u>414-228-8400</u> <u>JT1PT1@Yahoo.com</u>	Bid Package / Bid Date <u>9/11/23</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>N/A</u>								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Computers On The Move
Company
9/8/23
Date

James Thomson
Company Representative
owner
Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # ITB 104-2023

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # <u>Panorama Sharkee Antenna Purchase</u>	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
<u>N/A</u>							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Computers On The Move

Company

Date

9/8/23

J. H. Hower
Company Representative

owner

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Computers On The Move

Company

9/8/23

Date

James C. Thompson

Company Representative


Owner

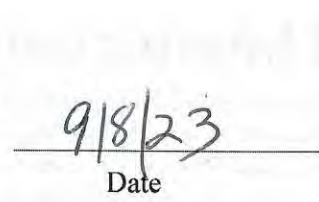
Title

Note: Computers On The Move is a Veteran Owned Business
Wisconsin Certification No. 490.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor 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 contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.


Signature


Date



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:

Title:

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: 1021-23

File ID: 1021-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 09/29/2023

File Name: Flexible Spending Benefits Plan Document- Chard Snyder

Final Action:

Title: Authorization to execute the Flexible Spending Benefits Plan renewal document with Chard, Snyder & Associates, Inc. for the purpose of allowing LFUCG employees to elect various benefit options on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code, effective January 1, 2024. No budgetary impact. (L1021-23) (Walters/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 24-0008

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 1021-23

Title

Authorization to execute the Flexible Spending Benefits Plan renewal document with Chard, Snyder & Associates, Inc. for the purpose of allowing LFUCG employees to elect various benefit options on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code, effective January 1, 2024. No budgetary impact. (L1021-23) (Walters/Hamilton)

Summary

Authorization to execute the Flexible Spending Benefits Plan renewal document with Chard, Snyder & Associates, Inc. for the purpose of allowing LFUCG employees to elect various benefit options on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code, effective January 1, 2024. No budgetary impact. (L1021-23) (Walters/Hamilton)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Michael Cravens, October 10, 2023

Risk Management: No

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

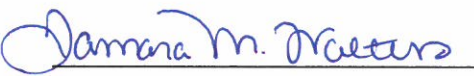
Budget Reference:

Current Balance:



M E M O R A N D U M

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

FROM: 
Tamara Walters, Director
Division of Human Resources

DATE: October 11, 2023

SUBJECT: Flexible Spending Benefits Plan Document

Request:

The attached action authorizes the Mayor to execute the Flexible Spending Benefits Plan renewal document with Chard, Snyder & Associates, Inc. for the purpose of allowing LFUCG employees to elect various benefit options on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code, effective January 1, 2024.

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

There is no budgetary impact for this action.

File Number: 1021 - 23

Director/Commissioner: Tamara Walters/Sally Hamilton

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





Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1066-23

File ID: 1066-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Grants and Special Programs

File Created: 10/13/2023

File Name: OHPI Elderly & Disabled Temporary Winter Motel Services

Final Action:

Title:

Authorization to execute an agreement with Bluegrass Care Navigators for operation of limited capacity Temporary Winter Motel Shelter Services for elderly and disabled persons in an amount not to exceed \$205,340 in FY 2024. Funds are budgeted. (L1066-23) (Herron/Lanter)

Notes:

Sponsors:

Enactment Date:

Attachments: 23-Blue Sheet OHPI Winter Motel Shelter, Subrecipient Agreement (00798038xAFB4D) (002)

Enactment Number:

Deed #:

Hearing Date:

Drafter: Jeff Herron

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 1066-23

Title

Authorization to execute an agreement with Bluegrass Care Navigators for operation of limited capacity Temporary Winter Motel Shelter Services for elderly and disabled persons in an amount not to exceed \$205,340 in FY 2024. Funds are budgeted. (L1066-23) (Herron/Lanter)

Summary

Authorization to execute an agreement with Bluegrass Care Navigators for operation of limited capacity Temporary Winter Motel Shelter Services for elderly and disabled persons in an amount not to exceed \$205,340 in FY 2024. Funds are budgeted. (L1066-23) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 10/13/2023

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-155003-0001-78112

This Fiscal Year Impact: \$205,340.00

Annual Impact: \$0

Project: AR_OHPI_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: \$714,828.00



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

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

DATE: October 13, 2023

SUBJECT: Temporary Winter Motel Shelter for Elderly, Disabled Persons Experiencing Homelessness

Request: Council authorization to execute an agreement with Bluegrass Care Navigators for operation of Temporary Winter Motel Shelter Services in the amount of \$205,340.00. This program will provide temporary emergency shelter during the winter season for elderly, disabled persons.

Purpose of Request: The Office of Homelessness Prevention and Intervention, in consultation with community providers and stakeholders, has developed a multi-faceted winter response plan to meet the needs of the over 800 persons who experience homelessness in Fayette County on any given night. Much of the community need will be met through the operation of a temporary congregate shelter. However, some persons have complex needs that cannot be met in a congregate environment—such as those with significant health issues and/or mobility issues.

This temporary winter motel shelter program will accept referrals from street outreach teams, congregate shelters, and the OHPI to meet the needs of households not adequately served by other shelter options. Specifically, the program will serve households with elderly persons and persons with significant disabling conditions. Households will be placed into motel-based shelter and receive an individualized case plan toward permanent housing and/or higher levels of care. The program will operate between November 1, 2023, and April 1, 2024.

What is the Cost in this budget year and future budget years? Cost in FY24 is \$205,340.
The cost for future FY25 is: \$0

Are the funds budgeted? Yes
Account number: 3230-155003-0001-78112 (AR_OHPI_2024)

File Number: 1066-23

Director/Commissioner: Herron/Lanter



AMERICAN RESCUE PLAN ACT OF 2021 SUBRECIPIENT AGREEMENT

THIS AGREEMENT, is made and entered into on ____ day of _____, 2023, 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 **HOSPICE OF THE BLUEGRASS, INC., D/B/A BLUEGRASS CARE NAVIGATORS**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is 1733 Harrodsburg Road, Lexington, Ky. 40504 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, the GOVERNMENT been awarded federal funds from the U.S. Department of Treasury, under the American Rescue Plan Act of 2021 (referred to herein as "ARPA") to provide for payment of eligible expenses;

WHEREAS, ARPA provides that payments for services to aid communities disproportionately impacted by the COVID-19 pandemic, including the homeless or those who are at-risk of homelessness, is an eligible use;

WHEREAS, the SUBRECIPIENT has agreed to offer non-congregate emergency shelter services for the homeless in Fayette County;

WHEREAS, the GOVERNMENT now desires to use funds received pursuant to ARPA for the payment of non-congregate shelter services provided by the SUBRECIPIENT;

WHEREAS, the parties mutually understand and agree that the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement ("Agreement") with 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:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT shall provide temporary, non-congregate emergency shelter services at hotels and/or motels procured by the Organization, and supportive services, to individuals in Fayette County who are experiencing homelessness, as described in Exhibits 1 and 2. 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. 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 30 days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of 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.

C. Documents.

The following additional documents are included with this Agreement, and the terms and conditions stated therein and incorporated by reference, as if fully stated herein:

- Exhibit 1: Request for Proposal (RFP) No. 42-2023
- Exhibit 2: SUBRECIPIENT'S Response to RFP No. 42-2023
- Exhibit 3: Approved Budget

D. Budget and Use of Funds

Grant funds in an amount not to exceed \$205,340.00 shall be used exclusively for the services described in Exhibits 1 and 2 and in accordance with the budgeted amounts provided in Exhibit 3.

The SUBRECIPIENT is prohibited from charging to the subaward the costs of ineligible activities 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. Matching Funds

No matching funds are required for funding awarded under ARPA.

F. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$205,340.00. 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 expenses specified in Exhibits 1 and 2. SUBRECIPIENT's invoice must include copies of all invoices and receipts, employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses, as applicable.

SUBRECIPIENT understands that all Funds the GOVERNMENT receives under ARPA must be obligated on or before December 21, 2024. The SUBRECIPIENT agrees that it shall spend the entire amount of Funds provided under this Agreement during the Time of Performance specified in Section I.G of this Agreement. If it becomes apparent to SUBRECIPIENT that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the SUBRECIPIENT must immediately provide written notice to the GOVERNMENT with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes.

If the SUBRECIPIENT fails to use any amount of funds provided under the Agreement within that Time of Performance, then the SUBRECIPIENT agrees to return the balance of the funds to the GOVERNMENT within 30 days of the termination of this Agreement.

SUBRECIPIENT agrees that GOVERNMENT has the right, at any time(s) during the Time of Performance specified herein, to request a review of any of the SUBRECIPIENT'S documentation, which may include but is not limited to invoices, expenditures, accounts receivables, and/or deliverables that use, mention, or otherwise obligate the Funds, to determine, solely within the GOVERNMENT'S discretion, whether the SUBRECIPIENT will likely be able to use the entire amount of the Funds on or before the termination date of this Agreement. If after this review, the GOVERNMENT determines, solely within its discretion, that the SUBRECIPIENT appears unlikely to be able to use the entire amount of the Funds within the Time of Performance specified herein, then the GOVERNMENT shall have the right to terminate this Agreement by providing thirty (30) days prior written notice. If the GOVERNMENT terminates the Agreement pursuant to this paragraph, then any Funds disbursed to SUBRECIPIENT but not yet expensed shall be immediately returned to GOVERNMENT, and all close-out procedures provided in this Agreement shall be followed on or before the thirtieth day after the day of notice.

G. Schedule – Time of Performance

The term of this Agreement shall be from November 1, 2023, until April 30, 2024.

H. Conflict.

To the extent this Agreement conflicts with the terms and conditions in any Exhibit, the terms of this Agreement will control, followed by the terms of Exhibit 1, then Exhibit 2, and then Exhibit 3.

I. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least monthly. Failure to submit an invoice in two or more consecutive months may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. SUBRECIPIENT agrees to comply with any reporting obligations established by the U.S. Department of Treasury, including the Treasury Office of Inspector General, as relates to this subaward, including but not limited to: (i) reporting of information to be used by the Treasury to comply with its public reporting obligations under ARPA; (ii) any reporting of information to be used by the Treasury to comply with its public reporting obligations under Section 501 of the Consolidated Appropriations Act of 2021 (hereinafter “Section 501”); and (iii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to Section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

B. Records to be Maintained

The SUBRECIPIENT shall maintain all records documenting its compliance with ARPA, its accompanying regulations, and any and all interpretive guidance issued by the U.S. Treasury. SUBRECIPIENT shall also maintain records showing how the SUBRECIPIENT prevented Duplication of Benefits, as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). SUBRECIPIENT further agrees to maintain the following records:

- i. Any and all records specified in this Agreement, any Exhibits to this Agreement, any Amendments to this agreement, and any Addenda to this Agreement;
- ii. Any and all timesheets and payroll records for all employees who are paid with Funds provided pursuant to this Agreement;
- iii. All documents indicating the cost to the SUBRECIPIENT for payment of employees’ fringe benefits, if those benefits were paid with Funds provided pursuant to this Agreement;
- iv. Any and all documents generated during the procurement process;
- v. Any and all receipts for all purchases made using Funds provided pursuant to this agreement;
- vi. Any and all documents specifically requested by GOVERNMENT.

C. Client Data and Other Sensitive Information

The SUBRECIPIENT agrees to establish data privacy and security requirements as required by ARPA and Section 501, to the extent applicable. The SUBRECIPIENT must develop and implement written procedures to ensure:

- i) All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data

- collection, and reporting) of any individual or family who applies for and/or receives assistance will be kept secure and confidential;
- ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public, except with written authorization of the person identified in Section VIII of this Agreement, and
 - iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of SUBRECIPIENT must be in writing and must be maintained in accordance with this section. 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.

D. Retention

The SUBRECIPIENT shall retain all records identified herein and all documents pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five -year period, whichever occurs later.

E. Reporting

The SUBRECIPIENT shall submit to the GOVERNMENT monthly reports for each month during which these federal funds are used for program operations. Reports are due by the 15th of the month.

Reports shall be generated from the Kentucky Homelessness Management Information Systems via the CoC APR, which provides information on the activities accomplished. Specifically, this report provides information on the number of individuals served by the SUBRECIPIENT and other such information as required by the U.S. Department of Treasury and the GOVERNMENT.

F. 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.

G. 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 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.

H. 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, the U.S. Department of Treasury 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, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of this Agreement, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

The SUBRECIPIENT shall use all income received from this Agreement only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement.

IV. SUSPENSION AND TERMINATION

A. Right of 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.

Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the SUBRECIPIENT shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for cause with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day.

B. Recapture of Funds; Breach of Agreement

In the event of any of the following events ("Breach"), GOVERNMENT may suspend SUBRECIPIENT'S authority to draw Funds by giving thirty (30) days' written notice:

- (a) SUBRECIPIENT does not diligently pursue the activities detailed in Exhibit 1;
- (b) SUBRECIPIENT violates any of the terms of this Agreement or any federal law governing the use of the Funds;
- (c) Any representation or warranty made herein, or in any certificate, report, or statement furnished to GOVERNMENT in connection with the Funds proves to have been untrue or misleading in any material respect when made;

After providing the aforementioned written notice of the Breach, GOVERNMENT has the right, in its sole discretion, to terminate the Agreement by providing written notice in accordance with this Agreement, which shall thereby terminate any obligation to disburse any remaining Funds allocated under this Agreement, and/or require repayment of Funds already disbursed. SUBRECIPIENT expressly agrees that GOVERNMENT may exercise any available remedies at law, in equity, or in bankruptcy, if the SUBRECIPIENT commits any Breach specified above.

V. REVERSION OF ASSETS

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of funds, including Program Income, within thirty (30) days after the end of the Agreement term. Any funds held by the GOVERNMENT at the end of the Agreement term or refunded to the GOVERNMENT shall be reallocated by the GOVERNMENT.

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.

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 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 its own policies 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. GOVERNMENT has had the opportunity to review and approve such policies.

2. Debarment Certification

The SUBRECIPIENT acknowledges that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR 570.489(1). 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. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

A. General

The SUBRECIPIENT understands that it is responsible for reviewing all applicable federal laws and regulations, as well as any guidance issued by any federal agency, and agrees that it shall comply with the requirements of ARPA, Treasury interpretive guidance, and all other applicable federal statutes, regulations, and executive orders. SUBRECIPIENT shall also provide for such compliance in any agreements it enters with other parties relating to this subaward.

Federal regulations applicable to this subaward include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the subaward term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts) described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.

B. Economic Opportunities

Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, and regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

C. Assurances of Compliance with Title VI

As a condition of receipt of this federal financial assistance from the Department of the Treasury, the SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the SUBRECIPIENT may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the SUBRECIPIENT's program(s) and activity(ies), so long as any portion of the SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such

as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT’s programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT’s successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees: *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used

for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.

7. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

8. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

9. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the SUBRECIPIENT makes sub-awards to other agencies or other entities, the SUBRECIPIENT is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The SUBRECIPIENT understands and agrees that the United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the SUBRECIPIENT certifies that its authorized official(s) has read and understood the SUBRECIPIENT obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the SUBRECIPIENT is in compliance with the aforementioned nondiscrimination requirements.

D. Civil Rights, Nondiscrimination and Equal Opportunity in Participation

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title

I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, and 41 CFR Chapter 60, including 41 CFR § 60-1.4.

The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR S.105(a).

The SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

E. Nondiscrimination and Equal Employment Opportunity

During the performance under this Agreement, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086. 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.

F. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities, Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

G. Contract Work Hours and Safety Standards Act

If the activities included in Exhibits 1 or 2 will involve the employment of mechanics or laborers, then the SUBRECIPIENT agrees to comply with 40 U.S.C. 3702 and 3704.

H. Clean Air Act and Federal Pollution Control Act

The SUBRECIPIENT agrees that all activities carried out pursuant to this Agreement shall comply with the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387). The SUBRECIPIENT also agrees that it shall report any violations to the GOVERNMENT and to the Environmental Protection Agency.

I. Rights to Inventions Made Under a Funding Agreement

The SUBRECIPIENT agrees to comply with all requirements stated in 37 CFR Part 401, to the extent applicable.

J. 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 the Hatch Act, 5 U.S.C §§ 1501 et seq.

K. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the 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. SUBRECIPIENT agrees that all of SUBRECIPIENT's contractors and subcontractors will pay laborers and mechanics not less than once a week, in accordance with the Davis-Bacon Act and the accompanying regulations.

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.

The SUBRECIPIENT further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). SUBRECIPIENT further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to the GOVERNMENT.

L. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or

financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

M. 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.

N. 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).

O. 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.

P. Insurance & Bonding

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

Q. 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.

R. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The persons and entities referenced in this paragraph include:

- A member of Congress or a representative of a committee of Congress;
- An inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; and/or
- A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

S. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

T. Pursuant to Executive Order 13513, SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

VIII. GENERAL PROGRAM CONDITIONS

- A. The SUBRECIPIENT agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. The SUBRECIPIENT'S sole remedy for a breach of this Agreement by the GOVERNMENT shall be limited to the amount of the Funds provided in this Agreement.
- C. GOVERNMENT may designate such persons as may be necessary to monitor and evaluate the services rendered by the SUBRECIPIENT. The GOVERNMENT, its agents and employees, shall, at all times, have 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 SUBRECIPIENT, or to constitute SUBRECIPIENT an agent of the GOVERNMENT.
- D. SUBRECIPIENT understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- E. SUBRECIPIENT agrees that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States.
- F. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number _____ awarded to the Lexington Fayette-Urban County Government by the U.S. Department of Treasury."
- G. It is understood and agreed by the parties that SUBRECIPIENT hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of SUBRECIPIENT or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- H. SUBRECIPIENT shall indemnify, save, hold harmless and defend the GOVERNMENT and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against 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 SUBRECIPIENT's performance or breach of the agreement and/or the provision of goods or services 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 the SUBRECIPIENT; and (b) not caused solely by the active negligence or willful misconduct of the GOVERNMENT. The parties understand and agree that the

SUBRECIPIENT’S obligation to defend the GOVERNMENT includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at SUBRECIPIENT’S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. The parties also understand and agree that the SUBRECIPIENT’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; 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.

- I. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- J. GOVERNMENT is a political subdivision of the Commonwealth of Kentucky. SUBRECIPIENT acknowledges and agrees that the GOVERNMENT is unable to provide indemnity or otherwise save, hold harmless, or defend the SUBRECIPIENT in any manner.
- K. SUBRECIPIENT understands and agrees that it shall demonstrate the ability to assure compliance with the above indemnity provisions and other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.
- L. SUBRECIPIENT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to the GOVERNMENT in order to protect the GOVERNMENT against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the SUBRECIPIENT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate (or \$2 million combined single limit)
Worker’s Compensation	Statutory
Employer’s Liability	\$1 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). The GOVERNMENT shall be named as an additional insured in the General Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by the GOVERNMENT.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by the GOVERNMENT.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The GOVERNMENT shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to the GOVERNMENT and shall be in a form acceptable to the GOVERNMENT. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

After insurance has been approved by the GOVERNMENT, evidence of renewal of an expiring policy must be submitted to the GOVERNMENT, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by the GOVERNMENT's Division of Risk Management, upon review of evidence of SUBRECIPIENT's financial capacity to respond to claims. Any such programs or retentions must provide SUBRECIPIENT with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If SUBRECIPIENT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, SUBRECIPIENT agrees to provide the GOVERNMENT's Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

SUBRECIPIENT agrees to furnish GOVERNMENT with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide the GOVERNMENT copies of all insurance

policies, including all endorsements. SUBRECIPIENT understands and agrees that GOVERNMENT may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

SUBRECIPIENT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and the GOVERNMENT.

- M. SUBRECIPIENT understands and agrees that the failure to comply with any provision of this Agreement regarding indemnification, insurance, safety, or loss control shall constitute a material breach of this Agreement and that GOVERNMENT may elect at its option any remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging SUBRECIPIENT for any such insurance premiums purchased, or suspending or terminating the work.
- N. SUBRECIPIENT acknowledges that, pursuant to ARPA, funds provided pursuant to this Agreement shall remain available only through December 31, 2024, unless in the case of reallocation made by the U.S. Treasury to GOVERNMENT. Reallocation of funds by the U.S. Treasury to GOVERNMENT does not guaranty reallocation of funds to SUBRECIPIENT.
- O. The SUBRECIPIENT agrees to comply with any and all terms and conditions included within each and every Exhibit to this Agreement, which are attached hereto and incorporated herein by reference.
- P. The SUBRECIPIENT acknowledges and agrees that expenditures of these funds will be in accordance with all pertinent regulations and interpretive guidance issued now or in the future by agencies of the federal government, and will be in accordance with any and all relevant provisions of ARPA, any regulations enacted pursuant to that Act, and any interpretive guidance issued by the U.S. Treasury.
- Q. The SUBRECIPIENT must ensure that data on all persons served and all activities assisted are entered into the HMIS program software.
- R. 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 the GOVERNMENT'S purposes.
- S. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- T. 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.

- U. 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.
- V. If the SUBRECIPIENT breaches any term of this Agreement or any document attached hereto, then GOVERNMENT is entitled to pursue legal action against SUBRECIPIENT to the fullest extent of the law, including but not limited to: termination of the Agreement; disgorgement of all funds provided to SUBRECIPIENT pursuant to this Agreement; specific performance; injunctive relief; and a civil action for monetary damages. The parties agree that any waiver of a term in this Agreement shall not constitute an ongoing waiver of that term, nor shall it be interpreted as a waiver of any other terms of this Agreement. Further, the GOVERNMENT's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GOVERNMENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- W. 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 to the individuals identified below; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) to the email addresses identified below; or (iii) when mailed by certified mail, postage prepaid, or return receipt requested to the addresses set forth below.

Notices required by this Agreement shall be sent to:

Jeff Herron
Office of Homelessness Prevention and Intervention
200 E. Main Street, Lexington, KY 40507
jherron@lexingtonky.gov
GOVERNMENT

Elizabeth D .Fowler
President/CEO
Hospice of the Bluegrass, Inc., DBA Bluegrass Care Navigators
1733 Harrodsburg Road, Lexington, Ky. 40504
lfowler@bgcarenav.org
SUBRECIPIENT

- X. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.
- Y. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

DRAFT 10.16.23

- Z. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

HOSPISE OF THE BLUEGRASS, INC.

BY _____
Elizabeth Fowler, President/CEO



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1070-23

File ID: 1070-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Mayor's Office

File Created: 10/16/2023

File Name: Reallocation of Workforce Development ARPA Funds

Final Action:

Title: Authorization to reallocate workforce development funds in the amount of \$203,227.94 for other workforce needs and opportunities and to execute Amended Purchase Services Agreements with workforce development partner agencies. Funds are budgeted. (L1070-23) (Glasscock/Atkins)

Notes:

Sponsors:

Enactment Date:

Attachments: Workforce Development Blue Sheet 10 2023, Purchase of Service Agreement - OWL

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 1070-23

Title

Authorization to reallocate workforce development funds in the amount of \$203,227.94 for other workforce needs and opportunities and to execute Amended Purchase Services Agreements with workforce development partner agencies. Funds are budgeted. (L1070-23) (Glasscock/Atkins)

Summary

Authorization to reallocate workforce development funds in the amount of \$203,227.94 for other workforce needs and opportunities and to execute Amended Purchase Services Agreements with workforce development partner agencies. Funds are budgeted. (L1070-23) (Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Brittany Smith, Date 10/16/2023]}

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

Fully Budgeted [select]: Yes

Account Number: 3230-136102-1362-78103 AR_WRKFCE_2022 \$43,227.94

3230-136102-1362-78103 AR_WRKFCE_2023 \$160,000.00

This Fiscal Year Impact: \$203,227.94

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: fully budgeted



TO: Linda Gorton, Mayor
Urban County Council

FROM: Amy Glasscock, Director of Business Engagement

DATE: October 6, 2023

SUBJECT: Reallocation of Workforce Development ARPA Funds

Execute Amended Purchase Services Agreements with workforce development partner agencies.

Request

Authorization to reallocate workforce development funds for other workforce needs and opportunities.

Authorization to execute Amended Purchase Services Agreements with workforce development partner agencies.

Why are you requesting?

The workforce development ARPA grant funds allocated for June 1, 2022 to July 30, 2024 was not fully expended by the workforce partners due to not meeting performance goals. Other workforce needs and opportunities have been identified for utilization of the workforce funds. The funds will be used to provide additional funds to current workforce partners that met performance goals, provide daycare employers customized training opportunities for their employees in identified zip codes, update equipment and furniture in the workforce resource room at the Charles Young Center Workforce Resource Center, and purchase equipment and furniture for the upcoming Davis Park Station Workforce Resource Center.

Proposed Allocations:

Child Care Council of Kentucky	\$50,000	
		\$40,000 – Required Customized Employee Training
		\$10,000 – Required Childcare Orientation
Charles Young Updates/Equipment	\$25,161.11	– Update the workforce room
Davis Park Equipment/Furniture	\$53,066.83	– Furniture and equipment
Additional funds for workforce partners	\$75,000	total for four partners which includes:
		Jubilee Jobs \$18,750
		Lexington Rescue Mission \$18,750
		OWL \$18,750
		Building Institute of Central KY \$18,750

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

The cost for this FY is: \$203,227.94



Are the funds budgeted?

The funds are budgeted, or a budget amendment is in process: Yes

3230-136102-1362-78103AR_WRKFCFCE_2022

3230-136102-1362-78103AR_WRKFCFCE_2023

Director/Commissioner:

Amy Glasscock/Kevin Atkins



PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **OPPORTUNITY WORKSHOP OF LEXINGTON, INC.** ("Organization"), whose post office address is 650 Kennedy Road, Lexington, Kentucky 40505.

WITNESSETH

WHEREAS, the GOVERNMENT and Organization entered into an American Rescue Plan Act of 2021 Subrecipient Agreement (hereinafter referred to as "SUBRECIPIENT AGREEMENT") on or about July 26, 2022, in which Organization was awarded up to \$100,000.00 (\$50,000.00 annually for two years) in American Rescue Plan Act of 2021 funds to help train and place twenty-two (22) unemployed or underemployed individuals per year into employment in Lexington-Fayette County;

WHEREAS, in the first year of the SUBRECIPIENT AGREEMENT, Organization trained and placed twenty-four (24) individuals into employment;

WHEREAS, the GOVERNMENT desires to provide additional funds to Organization to train and place additional unemployed and underemployed individuals into employment in Fiscal Year 2024;

WHEREAS, the GOVERNMENT finds that the provision of additional funds to Organization would assist unemployed and underemployed individuals, including those who want and are available for work to find jobs; those who are employed part time but who want and are available for full-time work, and those who are employed but seeking a position with greater opportunities for economic advancement, and thus respond to the negative economic impacts of the public health emergency;

WHEREAS, the parties wish to replace the terms of the SUBRECIPIENT AGREEMENT with that of this PURCHASE OF SERVICES AGREEMENT, as it pertains to the parties responsibilities for Fiscal Year 2024 (the term of this Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2023 and shall last for a period of 1 year 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" – Scope of Work
- b. Exhibit "B" – Certification of Compliance for Expenditures using American Rescue Plan Act Funds

To the extent that there is any conflict between or among any of these documents, the terms and provisions of Exhibit B shall prevail first, then the terms and conditions of this Agreement, then the terms and conditions of A, in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Sixty-Eight Thousand Seven Hundred and Fifty dollars (\$68,750.00) for the performance of the Services. This amount is inclusive of the \$50,000.00 provided in the July 26, 2022 SUBRECIPIENT AGREEMENT for the same term. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying the information required in Section 11 of this Agreement, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of an approved invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services rendered in previous quarters. Termination of the Agreement and reallocation of unspent funds may occur for failure to submit an invoice, at the discretion of the LFUCG.

5. FEDERAL LAW. The Organization understands that the Funds paid by LFUCG were awarded under the American Rescue Plan Act of 2021 ("ARPA"). Organization agrees to comply with any requests from LFUCG related to LFUCG's ongoing monitoring and reporting obligations set by federal law. Organization understands that the failure to comply may result in termination of this Agreement. Organization further agrees and by

entering this Agreement, it hereby certifies to its ability to comply with all terms included within Exhibit B attached hereto.

6. UNABLE TO COMPLETE; RETURN OF FUNDS. If it becomes apparent to Organization that it will be unable to complete the Services either in the manner or for the amount described in this Agreement, then the Organization shall immediately provide written notice to the LFUCG with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the Organization fails to use any amount of funds provided under this Agreement within the term provided above, then the Organization agrees to return the balance of the funds to the LFUCG within thirty (30) days of the termination of this Agreement.

7. RECAPTURE OF FUNDS; SUSPENDING AUTHORITY TO DRAW FUNDS. In the event of any of the following events, LFUCG may suspend Organization's authority to request payment by giving thirty days (30) days written notice:

- (a) Organization fails to diligently pursue the activities detailed in Exhibit A.
- (b) Organization violates any of the terms of this Agreement or any federal law governing the use of these funds;
- (c) Any representation or warranty made herein, or in any certificate, report, or statement furnished to the LFUCG in connection with the funds proves to have been untrue or misleading in any material respect when made.

After providing the aforementioned written notice of the Breach, LFUCG has the right, in its sole discretion, to terminate the Agreement by providing written notice in accordance with this Agreement, which shall thereby terminate any obligation to disburse any remaining Funds allocated under this Agreement, and/or require repayment of Funds already disbursed. Organization expressly agrees that LFUCG may exercise any available remedies at law, in equity, or in bankruptcy, if the Organization commits any Breach specified above.

8. INABILITY TO COMPETE IN NEXT CYCLE'S WORKFORCE DEVELOPMENT GRANT PROGRAM. Organization acknowledges that failure to train and place the number of individuals into employment required in Exhibit A by the end of the term shall result in the inability of the Organization to compete for Workforce Development Grants in the next application cycle. This provision shall survive the termination of this Agreement by Organization if the Organization receives any portion of the Funds.

9. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization 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 such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

10. LICENSE. If this Agreement results in any copyrightable material or inventions, the LFUCG 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 LFUCG's purposes.

11. REPORTING. By the Fifth of each month following each quarter, Organization shall provide LFUCG with reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG for the previous quarter. Organization shall enter the information of each person serviced and all activities assisted into the Neighborly program or as otherwise provided by the LFUCG.

12. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

13. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. 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); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend 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 Organization's performance of, or breach of this Agreement and/or the provision of goods or services, 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its 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, 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 Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization 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 the Organization in any manner.

14. RECORDS. Organization 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 Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of

Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization 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 provide assistance with such a request.

15. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

16. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

17. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization 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, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization 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.

18. SEXUAL HARASSMENT. Organization must 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 Organization conducts business. The policy shall be made available to LFUCG upon request.

19. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

20. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

21. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

22. 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 Organization or LFUCG.

23. 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.

24. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

25. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: _____

26. 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.

27. 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 embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter. Notwithstanding the above, this Agreement shall not replace those parts of previous agreements pertaining to the same subject matter which cover previous terms.

EXHIBIT "A"

Lexington/Fayette Urban County Government Scope of Work

The Organization's application, which is attached hereto and incorporated herein, shall serve as its Scope of Work. Except as modified in this Agreement, the Organization shall perform all services identified within the attached application. To be counted toward the number required to be trained and placed into employment under this Agreement, the individual must have 100% of his or her salary and wages subject to LFUCG's occupational license fee for employee withholdings (i.e., the employee works exclusively in Fayette County).

Organization shall also agree to participate in at least two shifts each month to the WORK – Lexington Program.

**Number of individuals being trained and placed into employment in
Lexington-Fayette County: 31**

EXHIBIT "B"

CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of the Memorandum of Agreement, executed _____, 2023. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The contractor agrees and understands that the following conditions will apply to toward payment of goods and/or services referenced in this Agreement. The contractor also agrees and understands that if there is a conflict between the terms included elsewhere in this Agreement and the terms of this Exhibit B, then the terms of Exhibit B shall control. The contractor further certifies that it can and will comply with these conditions in the performance of this Agreement:

1. This Agreement may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, this Agreement can be terminated if the contractor 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 LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex,

sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this Agreement: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
 - (2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language 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.
- b. 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.

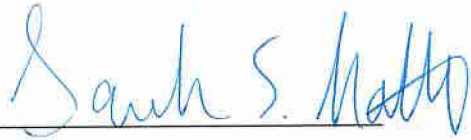
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.

18. The contractor agrees and certifies that all activities performed pursuant to any

Agreement entered as a result of this Agreement, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this Agreement involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor 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 contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature



Date



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1071-23

File ID: 1071-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 10/16/2023

File Name: republication of Ordinances

Final Action:

Title: Authorization to republish the Code of Ordinances and the Zoning Ordinances with American Legal Publishing. The agreement to switch publishing providers from Municode to American Legal was approved June 15, 2023. This is the ordinance that will authorize the republication of the Ordinances. Budgetary impact is \$6,000. Funds are budgeted. (L1071-23) (Allan/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Ord repub AL Bluesheet MEMO

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 1071-23

Title

Authorization to republish the Code of Ordinances and the Zoning Ordinances with American Legal Publishing. The agreement to switch publishing providers from Municode to American Legal was approved June 15, 2023. This is the ordinance that will authorize the republication of the Ordinances. Budgetary impact is \$6,000. Funds are budgeted. (L1071-23) (Allan/Hamilton)

Summary

Authorization to republish the Code of Ordinances and the Zoning Ordinances with American Legal Publishing. The agreement to switch publishing providers from Municode to American Legal was approved June 15, 2023. This is the ordinance that will authorize the republication of the Ordinances. Budgetary impact is \$6,000. Funds are budgeted. (L1071-23) (Allan/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law:

Risk Management: NA

Fully Budgeted: Yes

Account Number: 1101 123001 0001 75101

This Fiscal Year Impact: \$ 6000

Annual Impact: Future impact is variable based upon the number of ordinances passed by Council and codified.

Project:

Activity:

Budget Reference:

Current Balance: \$12,577.93



TO: Mayor Gorton and the Urban County Council
FROM: Abigail Allan, Council Clerk
CC:
DATE: October 16, 2023
SUBJECT: Ordinance Republication

Request

Authorization to republish the Code of Ordinances and the Zoning Ordinances with American Legal.

Why are you requesting? The agreement to switch publishing providers from Municode to American Legal was approved June 15, 2023. This is the ordinance that will authorize the republication of the Ordinances.

Department needs this action completed because a current Code of Ordinances and Zoning Ordinances are required. The Office of the Council Clerk, upon reviewing the new pricing structure and service from Municode, and comparing it with American Legal, made the decision to switch in order to gain better services, features, and more competitive pricing. What is the cost in this budget year and future budget years?

The cost for this FY is: variable, depending on the amount of ordinances codified, but the switch will cost approximately \$6000

The cost for future FY is: variable, depending on the number of ordinances codified.

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process:

Account number: 1101 123001 0001 75101



File Number: 1071-23

Director/Commissioner: Allan/ Hamilton





Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1079-23

File ID: 1079-23

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 10/16/2023

File Name: Request Council authorization to execute agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2021 extending the performan

Final Action:

Title: Authorization to execute an amendment to agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2021, extending the performance period through March 31, 2024. No budgetary impact. (L1079-23) (Dugger/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 24-Blue Sheet Memo CSEPP FY21 Extension, FY21 WebCA Extension Report 10.3.23

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 1079-23

Title

Authorization to execute an amendment to agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2021, extending the performance period through March 31, 2024. No budgetary impact. (L1079-23) (Dugger/Armstrong)

Summary

Authorization to execute an amendment to agreement with the Kentucky Department of

Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2021, extending the performance period through March 31, 2024. No budgetary impact. (L1079-23)
(Dugger/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 10/10/2023

Risk Management: N/A

Fully Budgeted: All grant funds are budgeted.

Account Number:

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project: CSEPP_2021

Activity: FED_GRANT

Budget Reference: 2021

Current Balance:



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

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

DATE: OCTOBER 13, 2023

SUBJECT: Extension of Performance Period for Chemical Stockpile Emergency Preparedness Program for Fiscal Year 2021

Request: Council authorization to execute amendment to agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2021 extending the performance period through March 31, 2024.

Why are you requesting? On September 16, 2021 (Resolution 484-2021), Council approved acceptance of award of federal funds from the Kentucky Department of Military Affairs, Division of Emergency Management for the continuation of the Chemical Stockpile Emergency Preparedness Program (CSEPP) for Fiscal Year 2021. On October 27, 2022 (Resolution 593-2022), Council authorized extending period of performance to September 30, 2023. CSEPP funds are used to support emergency preparedness activities in a nine county area that surrounds the Blue Grass Army Depot in Richmond, the site of a stockpile of chemical weapons.

The Kentucky Department of Military Affairs, Division of Emergency Management has offered the LFUCG modifications to this agreement extending the performance period for the Chemical Stockpile Emergency Preparedness Program (CSEPP) for Fiscal Year 2021 through March 31, 2024.

What is the cost in this budget year and future budget years? No additional cost in this budget year or in future budget years.

Are the funds budgeted? All grant funds are budgeted.

File Number: 1079-23

Director/Commissioner: Dugger/Armstrong



CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Administration

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	AppnCat e-go	Appn Period End Date
21-KY-FAY-000012	Contractual	Maintenance Cost Share	N	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	BO	O&M	09/30/2022
21-KY-FAY-000063	Supplies	CSEPP Share of Office Supplies and Phone service	N	\$15,700.00	\$15,700.00	\$15,700.00	\$15,700.00	BO	O&M	09/30/2022
21-KY-FAY-000076	Travel	CSEPP Travel	N	\$25,000.00	\$25,000.00	\$25,000.00	\$7,000.00	BO	O&M	09/30/2022
21-KY-FAY-000455	Other	Contract administrative support	N	\$223,000.00	\$223,000.00	\$223,000.00	\$249,000.00	BO	O&M	09/30/2022
Subtotals :				\$267,700.00	\$267,700.00	\$267,700.00	\$275,700.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$267,700.00	\$267,700.00	\$267,700.00	\$275,700.00			

Agency Explanation

21-KY-FAY-000012-This line covers 100% of the actual cost of the copier lease and maintenance (multifuntion unit) for 1 machine located in the EOC.

21-KY-FAY-000063-This line covers estimated office supplies (\$3500), actual cell phone costs (\$4700), estimated cost for bonding financial personnel (\$7900) and other office related equipment to support CSEPP activities. Cell phones are paid as follows: 100% for CSEPP Mgr, 100% for Exercise Coordinator, 100% for Planner/WebEOC contract, 100% for AFN Coordinator and 50% for PIO.

21-KY-FAY-000076- This line covers estimated travel costs for Fayette County EM office program employees, other EM employees who support CSEPP activations, contract positions, other employees of response agencies, EOC coordinators who work with the CSEP program, and volunteers who are involved in the CSEP program. Travel dollars to cover both in-state and out of state travel and to include any travel expenses for training, conference, CSEPP IPT, and other related events. Reimbursement will be in accordance with Fayette County local travel policy. Total estimate is based on prior year expenses for travel which included: 20 Lexington Fire department employees cost to attend TCTC, 2 hospital employees to attend TCTC, cost for travel expenses to evaluate the Pueblo exercise, costs to attend WebEOC conference, and costs to attend various CSEPP sponsored training courses and meetings.

21-KY-FAY-000455 - This line covers three full-time contract positions that are paid with 100% CSEPP funds. This line covers 100% of the actual cost for contract support for a full-time Planner/WebEOC (\$93,000), full time Exercise Coordinator (\$67,000)and Access & Functional Needs/LEP position (\$60,000) as well as the cost of training courses and conference to stay proficient in the software program and exercise development. These contract positions will be responsible for the WebEOC administration, development, research, training and exercise coordination and Access & Functional Needs/LEP community for the 10 county CSEP program. Additionally, WebEOC/Planner will be expected to be proficient in the Webpuff program and assist with the in-house training courses. This position will also provide planning development and updates for the CSEPP ISP, ESF plans, PAZ plans, reception center plans, and other related documents. This position will also assist schools, Long-term care, and other agencies with plan development and updates. This position will also assist the CSEPP manager with closeout tasks as needed. The Exercise Coordinator will work with the 6 hospitals, ESF?s, ARC, FCHA, fire, police and others to develop exercise objectives, XPLAN?s, MSELs, and all related exercise documents. This position will also work in closeout conducting inventories, researching equipment depreciation value. The AFN/LEP Coordinator will work across the CSEPP footprint, implementing a message of preparedness and developing relationships within the community. These requests will be reviewed each year to assess the program's need for the funding of these contract positions. Current cost estimate is based on current contract price with vendor who was awarded the contract as the lowest bidder for 12 months. The estimated cost for these three positions is 215,000.00.

20-KY-FAY-471 Deleted and combined with KY-FAY-455

21-KY-FAY-455 Updating narrative to reflect a change from three fulltime contract positions to two fulltime and two part-time positions. No change in funding. Fulltime positions are Exercise Coordinator, AFN/LEP Coordinator (supports CSEPP Footprint). Part time positions and two Planners/WebEOC Administrators.

21-KY-FAY-063 Monthly cell phone service to be paid as follows: 100% for CSEPP Manager, AFN/LEP Coordinator, WebEOC Admin and, Planner. 50% of PIO. Total of 5.5 This covers the monthly cell phone service. Phones are provided by LFUCG.

21-KY-FAY-000061 was increased by \$18,000.00

21-KY-FAY-000062 was increased by \$3,075.00

21-KY-FAY-000065 was decreased by (\$200.00)

21-KY-FAY-000076 was decreased by (\$18,000.00)

21-KY-FAY-000449 was decreased by (\$1,000.00)

21-KY-FAY-000451 was increased by \$55,000.00

21-KY-FAY-000455 was increased by \$26,000.00

21-KY-FAY-000462 was decreased by (\$3,000.00)

21-KY-FAY-000468 was decreased by (\$89,000.00)

21-KY-FAY-000470 was increased by \$12,000.00

21-KY-FAY-455 This is a BOC item effected by the FY22 award being delayed. Also, two 5% City-wide raises. A fulltime Exercise Coordinator, fulltime Footprint AFN/Coordinator and two part-time Footprint WebEOC/WebPuff Planners funded in this budget line.

Grantee Remarks

21-KY-FAY-000012 - state concurs
21-KY-FAY-000063 - state concurs
21-KY-FAY-000076 - state concurs
21-KY-FAY-000455 - state concurs (this is above LCCE); NOTE: Administrative Support is to support two(2) types of activities. Contract support (non-county employee) and administrative support (based on approved hourly rate normally from treasurer?s office).
21-KY-FAY-00455 state concurs with amendment #3407 KMH 10/6/2021
state concurs KMH 11/1/21
21-KY-FAY-000455 - state concurs; monies to cover contract administrative support through September 30, 2022 due to waiting on FY22 budget .. process through LFUCG Council. KMH 7/14/2022

Region Remarks

21-KY-FAY-000012 RIV Concur (AS)
21-KY-FAY-000063 RIV Concur (AS)
21-KY-FAY-000076 RIV Concur (AS)
21-KY-FAY-000455 RIV Concur (AS)

FEMA HQ Remarks

FEMA HQ concurs with Region's recommendation as follows:
21-KY-FAY-000012 \$4000
21-KY-FAY-000063 \$15,700
21-KY-FAY-000076 \$25,000
21-KY-FAY-000455 \$223,000
NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM

Budget Information Worksheet, Award Year(s): 2021

State of Kentucky

Fayette

Alert and Notification System

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
21-KY-FAY-000065	Other	CSEPP Share of Voice/Data Line Cost	N	\$200.00	\$200.00	\$200.00	\$0.00	BO	O&M	09/30/2022
21-KY-FAY-000454	Other	Maintenance/Replacement of A&N	N	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	BO	O&M	09/30/2022
21-KY-FAY-000473	Equipment	Alert notification equipment	N	\$30,000.00	\$0.00	\$0.00	\$0.00	BO	O&M	
21-KY-FAY-000479	Equipment	AM radio system	N	\$35,000.00	\$0.00	\$35,000.00	\$0.00	4	O&M	
Subtotals :				\$135,200.00	\$70,200.00	\$105,200.00	\$70,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$135,200.00	\$70,200.00	\$105,200.00	\$70,000.00			

Agency Explanation

21-KY-FAY-000065-This line covers 50% share of the cost to send AM radio messages to Alexa type devices (cost estimate of \$200)

21-KY-FAY-000454- This line covers the cost share of the annual maintenance for the Alert and Notification system (Everbridge) (\$50,000). This annual cost has increased. CSEPP is paying 44% of the annual cost. It also covers any maintenance cost (estimate of \$1000) related to the siren at the Reception Center and any related maintenance to A/N benchmark. It also includes money to cover 50% of the annual AM radio maintenance costs for the AM radio system (estimate of \$4,250). It also covers \$1000 for a WEA software update. 25% of siren annual software update (\$500), a it covers \$9,250 to repair/replace AM signs, various repairs.

21-KY-FAY-000473. There is \$500 included in this budget to cover the cost of weather radios for the Fayette PAZ area for \$500 and \$25000 to replace Alertus at hospitals, schools, relocation centers

21-KY-FAY-479 Replace AM nodes at Keeneland and Crawford for \$35,000

21-KY-FAY-000061 was increased by \$18,000.00

21-KY-FAY-000062 was increased by \$3,075.00

21-KY-FAY-000065 was decreased by (\$200.00)

21-KY-FAY-000076 was decreased by (\$18,000.00)

21-KY-FAY-000449 was decreased by (\$1,000.00)

21-KY-FAY-000451 was increased by \$55,000.00

21-KY-FAY-000455 was increased by \$26,000.00

21-KY-FAY-000462 was decreased by (\$3,000.00)

21-KY-FAY-000468 was decreased by (\$89,000.00)

21-KY-FAY-000470 was increased by \$12,000.00

21-KY-FAY-000475 was decreased by (\$2,875.00)

21-KY-FAY-065 Reallocating unused Alexa streaming funds toward shortage in Personnel Line 062 Fringe Benefits

Grantee Remarks

21-KY-FAY-000065 - state concurs

21-KY-FAY-000454 - state concurs

21-KY-FAY-000473 - state non-concurs, weather radios are purchased for IRZ

21-KY-FAY-000479 - state non-concurs, Note: this project is not w/in LCCE, KYEM considers this a UFER (un-funded request) pending review of specific project.

21-KY-FAY-000065 - state concurs; monies to cover burdens/benefits through September 30, 2022 due to waiting on FY22 budget .. process through LFUCG Council. KMH 7/14/2022

Region Remarks

21-KY-FAY-000065 RIV Concurs (AS)

21-KY-FAY-000454 RIV Concurs (AS)

21-KY-FAY-000473 RIV does not Concur, weather radios not authorized for PAZ (KW)

21-KY-FAY-000479 RIV Concurs. Recommends project (KW)

FEMA HQ concurs with the Region's recommendation as follows:

21-KY-FAY-000065 \$200

21-KY-FAY-000454 \$70,000

21-KY-FAY-000473 \$30,000

21-KY-FAY-000479 \$0- HQ does not concur as this amount is not in the LCCE

NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Automation

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	Appn Category	Appn Period End Date
21-KY-FAY-000465	Other	Computer, Software and Hardware	N	\$148,300.00	\$148,300.00	\$148,300.00	\$148,300.00	BO	O&M	09/30/2022
Subtotals :				\$148,300.00	\$148,300.00	\$148,300.00	\$148,300.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$148,300.00	\$148,300.00	\$148,300.00	\$148,300.00			

Agency Explanation

21-KY-FAY-000465- Due to local budgeting issues, Fayette County requires ADP money in their own budget. This request includes money for the annual VDA licenses cost for our virtual EOC system (estimate \$2600); the annual cost for VMware subscription (estimate of \$2000), and the cost of tech support on the EOC virtual servers (estimate \$13200). This also includes an estimate for the replacement of three laptops (ARC, FCHD, Human Services) \$9000, two PIO field laptops (\$6000). Replacement EOC computers for Director, Manager, PIO, Planner, Ex Coordinator and monitors (\$25,000)It also covers 100% of the cost for Creative Cloud licenses for the JIC machines at a cost of \$3000, miscellaneous cords, adapters as needed (500). Replace 60 EOC monitors (\$10,000), five Reception Center tablets (\$5000), replace EOC JIC 1 (\$3000). Also, \$18,000 for network switches, \$40,000 for two core switches (\$20k ea), \$2000 for Windows Enterprise subscription, and 4 home laptops @\$3000 each

21-KY-FAY-465 We are repurposing funds we allocated for switches to servers. Funds awarded in FY20 for servers were reallocated to FY20 Line 449 to purchase an over-the-airwaves calibrator because LFUCG's IT Dept was providing the servers. When the servers were to be installed, it was discovered they were used and did not function.

21-KY-FAY-465 April 14, 2022 Per correspondence with FEMA and KYEM, repurposing the following to allocate for the higher-grade servers, per LFUCG IT Dept request: Creative Cloud licenses \$3000 (LFUCG paying), 45 of the originally requested 60 monitors were purchased with reallocated FY20 funds so, \$5500 will go toward Lenovo servers and, unspent tech support of \$2400 toward Lenovo servers. This is \$10,900 toward the purchase of the upgraded Lenovo servers. No additional funding is being requested.

21-KY-FAY-000465 - Repairs to JIC 4 device app \$500

21-KY-FAY-465 Update August 2, 2022: Dir Dugger spoke with HQ to address concerns Tech Support has not been awarded in the FY22 budget because Tech Support is critical for the WebEOC and EOC servers. With the outcome of the conversation being there are no additional funds available for FY22, we request to use every available remaining dollar in the FY21 Automation budget line toward Tech Support costs, of which the service period will spill past Sept 30, 2022. To paraphrase the conversation and facts: Historically, we've budgeted \$13,200 and spent \$11,000 - \$13,000 for Tech Services. Comments in the FY22 award stating \$30,000 total award for Automation is based on BOC analysis is not accurate: FY18 spend was \$33,000, FY19's spend was \$63,000, FY20's spend was \$52,000. Another comment in the FY22 award "the reallocation request for replacement server was supposed to reduce the tech support" is not accurate based on any correspondence found. The Automation Benchmark has historically covered the costs of VDA licenses, VMWare subscriptions, Windows Enterprise, automation maintenance and tech support for the servers. We will continue to brainstorm how to fund the balance of Tech Support costs but, LFUCG was unaware of any change so did not budget for the cost.

21-KY-FAY-465 Update Sept 7, 2022: Adding additional context and information for the purchase of SQLs per FEMA RIV request today. Per LFUCG/DEM IT - The server that houses WebEOC data has been updated to SQL 19 from SQL 16. This update requires a minimum of 8 SQL core licenses for 1000 users. We are requesting an extension and change in scope of work for this purchase. No additional funds or reallocated funds are being requested.

Grantee Remarks

21-KY-FAY-000465 - state concurs; Note: 4 home laptops @\$3,000 are mobile laptops and not personal home laptops. State will reduce its Automation LCCE upgrades for 2021 from \$400,000 to \$250,000 to cover this project.

21-KY-FAY-000465 - state concurs ~JD

21-KY-FAY-000465- State concurs. (JRD 5/23/2022)

21-FAY-000465 - technical support is considered basic operating cost; monies to cover through September 30, 2022 due to waiting on FY22 budget KMH 8/10/2022

21-KY-FAY-000465 RIV Concur (AS)

FEMA HQ Remarks

FEMA HQ concurs with the Region's recommendation as follows:
21-KY-FAY-000465 \$148,300
NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Communications System

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	Appn Category	Appn Period End Date
21-KY-FAY-000014	Equipment	Communication equipment replacement	N	\$565,000.00	\$0.00	\$565,000.00	\$565,000.00	BO	O&M	09/30/2021
21-KY-FAY-000449	Other	CSEPP Share of Communications Cost & Enhancement	N	\$6,008.00	\$6,008.00	\$6,008.00	\$5,008.00	BO	O&M	09/30/2022
21-KY-FAY-000462	Other	Communications System Maintenance	N	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	BO	O&M	09/30/2022
Subtotals :				\$574,008.00	\$9,008.00	\$574,008.00	\$570,008.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$574,008.00	\$9,008.00	\$574,008.00	\$570,008.00			

Agency Explanation

21-KY-FAY-000014- This line covers the cost of radio replacements. Radios are on 7 year cycle \$565,000. Spreadsheet containing list of radios and their locations under separate cover. Last replacement was 2013-2014 at 100% CSEPP cost

21-KY-FAY-000449. This line covers the cost of enhancements to the existing communication system. Specifically 100% of the cost are for air cards for field laptops use during a CSEPP event (\$2000). It also covers 50% of the total cost of \$8016 for annual subscription cost for the MITOC service and other enhancements as needed.

21-KY-FAY-000462-This line covers maintenance costs for all communication devices including cost share of the BDA cellular at the PSOC.

21-KY-FAY-000061 was increased by \$18,000.00

21-KY-FAY-000062 was increased by \$3,075.00

21-KY-FAY-000065 was decreased by (\$200.00)

21-KY-FAY-000076 was decreased by (\$18,000.00)

21-KY-FAY-000449 was decreased by (\$1,000.00)

21-KY-FAY-000451 was increased by \$55,000.00

21-KY-FAY-000455 was increased by \$26,000.00

21-KY-FAY-000462 was decreased by (\$3,000.00)

21-KY-FAY-000468 was decreased by (\$89,000.00)

21-KY-FAY-000470 was increased by \$12,000.00

21-KY-FAY-000475 was decreased by (\$2,875.00)

21-KY-FAY-449 Using \$1000 of unused funds toward Personnel Fringe Benefits Line 062

21-KY-FAY-462 Using \$3000 of unused funds (the cell booster was picked up by 911 this year) toward ADM Line 455 Contract Support

Grantee Remarks

21-KY-FAY-000014 - state non-concurs; Note: this project is not in LCCE, KYEM considers this a UFER (un-funded request) pending review of specific project.

21-KY-FAY-000449 - state concurs

21-KY-FAY-000462 - state concurs

21-KY-FAY-000449 - state concurs; monies to cover burdens/benefits through September 30, 2022 due to waiting on FY22 budget .. process through LFUCG Council. KMH 7/14/2022

21-KY-FAY-000462 - state concurs; monies to cover contract administrative support through September 30, 2022 due to waiting on FY22 budget .. process through LFUCG Council. KMH 7/14/2022

21-KY-FAY-000014 RIV Concurs (KW)
21-KY-FAY-000449 RIV Concurs (AS)
21-KY-FAY-000462 RIV Concurs (AS)

21-KY-FAY-000014- FEMA Region 4 concurs with this request which will ensure that the approved SOW is completed. (CW 8/16/2023)

FEMA HQ Remarks

FEMA HQ concurs with the Region's recommendation as follows:

21-KY-FAY-000014 \$565,000

21-KY-FAY-000449 \$6008

21-KY-FAY-000462 \$3000

NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Coordinated Plans

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	AppnCat e-go	Appn Period End Date
			N							
Subtotals :				\$0.00	\$0.00	\$0.00	\$0.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$0.00	\$0.00	\$0.00	\$0.00			

Agency Explanation

21-KY-FAY-000467-No request for this year.

Grantee Remarks

Region Remarks

FEMA HQ Remarks

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Emergency Operations Center

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	AppnCat e-go	Appn Period End Date
21-KY-FAY-000451	Equipment	EOC/JIC Enhancements	N	\$180,000.00	\$70,000.00	\$70,000.00	\$125,000.00	3	O&M	09/30/2022
21-KY-FAY-000458	Contractual	Service/Maintenance Contracts	N	\$36,215.00	\$36,215.00	\$36,215.00	\$36,215.00	BO	O&M	09/30/2022
Subtotals :				\$216,215.00	\$106,215.00	\$106,215.00	\$161,215.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$216,215.00	\$106,215.00	\$106,215.00	\$161,215.00			

Agency Explanation

21-KY-FAY-000451-This line covers the cost to update equipment in the EOC on its scheduled replacement cycle (\$70000), \$110,000 for 4 Multi-sync Display Screens and their control systems. These are the large tv-like monitors that allow EOC staff to monitor multiple aspects of situations during an emergency.

21-KY-FAY-000458. This line includes the cost share of the WebEOC hosting sites, cost share of WebEOC maintenance, and other related items as needed. This includes CSEPP 50% cost share of the WebEOC back-up hosting cost (estimate of \$3600) for one site. It also includes the CSEPP 50% cost share of the WebEOC maintenance cost (estimate of \$10,000). This line also covers 50% of the AV maintenance expense (CSEPP share is \$7000). This line also covers 50% cost share of the EOC recording device system (CSEPP share is \$3200). This line also covers 50% cost share of the generator at the PSOC (CSEPP share is \$5500). This line also covers 50% cost share of the conferencing system annual cost (CSEPP share is \$1800). It also includes 50% of the net clock annual maintenance (CSEPP share is \$495). This line also covers the cost of cable boxes for the EOC and JIC at an annual expense of \$4620.

21-FAY-451 This EOC AV equipment will be purchased with reallocated FY20 funds and awarded FY21 funds in two phases with hope that additional funding will be provided if needed. Due to the cost of the equipment and project scope, LFUCG Procurement Policies require an RFP be issued for this project. Once an award is issued to the winning vendor, equipment will be purchased between the grants in line with LFUCG Policies and 2CFR/KYEM Grant Guidelines.

21-KY-FAY-000061 was increased by \$18,000.00

21-KY-FAY-000062 was increased by \$3,075.00

21-KY-FAY-000065 was decreased by (\$200.00)

21-KY-FAY-000076 was decreased by (\$18,000.00)

21-KY-FAY-000449 was decreased by (\$1,000.00)

21-KY-FAY-000451 was increased by \$55,000.00

21-KY-FAY-000455 was increased by \$26,000.00

21-KY-FAY-000462 was decreased by (\$3,000.00)

21-KY-FAY-000468 was decreased by (\$89,000.00)

21-KY-FAY-000470 was increased by \$12,000.00

21-KY-FAY-000475 was decreased by (\$2,875.00)

21-KY-FAY-451 Reallocated funds are being used to complete the EOC AV Equipment purchase. Three proposals obtained from State-contracted vendors. Lowest proposal as of June 1 is from American Sound/Bland for \$167,819. We have requested an updated proposal as quotes are valid for 30 days only. NOTE: this may increase when we are ready to issue POs a bit. Since the project is being funded with multiple awards, we have broken the project into three parts: 1. EOC IP Video Infrastructure 2. EOC VTC Systems Upgrade 3. Monitor/Display replacement (we have no costs for this phase yet. Due to ongoing supply chain issues, the entire proposal process has taken longer than anticipated and components are more expensive. To address RIV's comments on July 15, 2022: LFUCG has not provided budget for this project because it was never relayed to us that a cost-share was required.

Grantee Remarks

21-KY-FAY-000451 - state concurs, (LCCE \$20,000) recommends \$70,000 for replacement cost, pending list of equipment due to be replaced. Remainder KYEM considers this a UFER (un-funded request) pending review of specific project.

21-KY-FAY-000458 - state concurs

21-KY-FAY-000451 state concurs with amendment #3407 KMH 10/6/2021

21-KY-FAY-000451 - state concurs; see quote w/in amendment supporting documentation folder KMH 7/14/2022

21-KY-FAY-000458 RIV Concurs (AS)
21-KY-FAY-000451 RIV concurs with state. (KW)

FEMA HQ Remarks

FEMA HQ concurs with the Region's recommendations as follows:
21-KY-FAY-000451 \$70,000
21-KY-FAY-000458 \$36,215
NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Exercise Program

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	App nCat e-go	Appn Period End Date
21-KY-FAY-000064	Supplies	CSEPP Exercise Program	N	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	BO	O&M	09/30/2022
Subtotals :				\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00			

Agency Explanation

21-KY-FAY-000064-This line includes the cost of CSEPP exercise supplies, exercise food, bus rental and education items for volunteers and backfill exercise costs for Lexington Police Department (estimate of \$4400) and Lexington Fire Department (estimate of \$8000). Increase in this line due to additional expenses when having an additional exercise out of sequence.

Grantee Remarks

21-KY-FAY-000064 - state concurs

Region Remarks

21-KY-FAY-000064 RIV Concur (AS)

FEMA HQ Remarks

FEMA HQ concurs with the Region's recommendation as follows:
 21-KY-FAY-000064 \$18,000
 NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Medical Program

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	App nCat e-go	Appn Period End Date
21-KY-FAY-000468	Supplies	Medical Supplies	N	\$554,000.00	\$29,000.00	\$554,000.00	\$127,810.00	2	O&M	09/30/2022
21-KY-FAY-000481	Other	Zumro tent replacement	N	\$0.00	\$0.00	\$0.00	\$337,190.00	N/A	Proc	09/30/2023
Subtotals :				\$554,000.00	\$29,000.00	\$554,000.00	\$465,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$554,000.00	\$29,000.00	\$554,000.00	\$465,000.00			

Agency Explanation

21-KY-FAY-000468- This line provides maintenance funds (\$5000) for various medical needs with our EMS or for health-related agencies. This line also covers the replacement of zumro tent systems (400,000.) which were purchased in 2014, \$22000 for S Scort suction devices, and \$8500 for its batteries, \$100,000 for ConSpace equipment (communications system worn inside hazmat suits), Alpi Cooler medicine cooler (\$300), Laerdal ResusiAnnie QCPR mannequin (\$3255) and \$15,000 for duodote replacements
21-KY-FAY-000061 was increased by \$18,000.00
21-KY-FAY-000062 was increased by \$3,075.00
21-KY-FAY-000065 was decreased by (\$200.00)
21-KY-FAY-000076 was decreased by (\$18,000.00)
21-KY-FAY-000449 was decreased by (\$1,000.00)
21-KY-FAY-000451 was increased by \$55,000.00
21-KY-FAY-000455 was increased by \$26,000.00
21-KY-FAY-000462 was decreased by (\$3,000.00)
21-KY-FAY-000468 was decreased by (\$89,000.00)
21-KY-FAY-000470 was increased by \$12,000.00
21-KY-FAY-000475 was decreased by (\$2,875.00)

Grantee Remarks

21-KY-FAY-000468 - state concurs with LCCE (\$14,000 maintenance, \$15,000 duodote replacement). Remainder to include the Zumro tent systems for hospitals as KYEM considers this a UFER (un-funded request) pending review of specific project.

21-KY-FAY-000468 RIV recommends county request as listed (KW)

FEMA HQ Remarks

FEMA HQ concurs with Region's recommendation for the total amount of \$554,000. The amount is broken down into Proc and O&M in the following lines:
21-KY-FAY-000468 \$216,810
21-KY-FAY-000481 \$337,190 Note- these funds are to be used specifically for the Zumro tent project. These funds are set to expire 30 September 2023.
NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Personnel

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	Appn Category	Appn Period End Date
21-KY-FAY-000061	Personnel	CSEPP Salaries	N	\$95,000.00	\$95,000.00	\$95,000.00	\$113,000.00	BO	O&M	09/30/2022
21-KY-FAY-000062	Fringe Benefits	CSEPP Burdens/Benefits	N	\$39,000.00	\$39,000.00	\$39,000.00	\$42,075.00	BO	O&M	09/30/2022
Subtotals :				\$134,000.00	\$134,000.00	\$134,000.00	\$155,075.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$134,000.00	\$134,000.00	\$134,000.00	\$155,075.00			

Agency Explanation

21-KY-FAY-000061. This line covers the cost of salary and burdens/benefits for a total of 1.5 FTE for the CSEPP program. The FTE split is proposed as follows 1. FTE CSEPP Manager and .5 FTE for the PIO position. The annual estimate for 1.5 FTE positions' salary is \$95,000.

21-KY-FAY-000062-This line covers the cost of salary and burdens/benefits for CSEPP personnel listed in line 20-KY-FAY-000061. This line has increased due to increases in our local required pension contribution.

21-KY-FAY-000061 was increased by \$18,000.00

21-KY-FAY-000062 was increased by \$3,075.00

21-KY-FAY-000065 was decreased by (\$200.00)

21-KY-FAY-000076 was decreased by (\$18,000.00)

21-KY-FAY-000449 was decreased by (\$1,000.00)

21-KY-FAY-000451 was increased by \$55,000.00

21-KY-FAY-000455 was increased by \$26,000.00

21-KY-FAY-000462 was decreased by (\$3,000.00)

21-KY-FAY-000468 was decreased by (\$89,000.00)

21-KY-FAY-000470 was increased by \$12,000.00

21-KY-FAY-000475 was decreased by (\$2,875.00)

21-KY-FAY-061 This is a BOC line effected by the delayed FY22 award. Reallocated funds are being used to carry through until the award is received and, covers the shortage from two city-wide raises in January and July.

21-KY-FAY-062 This is a BOC line effected by the delayed FY22 award. Reallocated funds are being used to cover the shortage.

21-KY-FAY-000061 - state concurs
21-KY-FAY-000062 - state concurs
21-KY-FAY-000061 - state concurs; monies to cover salaries through September 30, 2022 due to waiting on FY22 budget .. process through LFUCG Council.
KMH 7/14/2022

21-KY-FAY-000062 - state concurs; monies to cover burdens/benefits through September 30, 2022 due to waiting on FY22 budget .. process through LFUCG Council. KMH 7/14/2022

Region Remarks

21-KY-FAY-000061 RIV Concur (AS)
21-KY-FAY-000062 RIV Concur (AS)

FEMA HQ Remarks

FEMA HQ concurs with the Region's recommendations as follows:
21-KY-FAY-000061 \$95,000
21-KY-FAY-000062 \$39,000
NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Protective Actions

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	Appn Category	Appn Period End Date
21-KY-FAY-000452	Equipment	Decon Equipment and PPE related items	N	\$57,000.00	\$57,000.00	\$52,000.00	\$52,000.00	1	O&M	09/30/2022
21-KY-FAY-000456	Other	Traffic Control /Reception Center/Evacuee support	N	\$140,000.00	\$0.00	\$0.00	\$0.00	1	O&M	
21-KY-FAY-000470	Equipment	Protective Acton Equipment -	N	\$37,000.00	\$0.00	\$23,600.00	\$35,600.00	1	O&M	09/30/2022
21-KY-FAY-000478	Other	Jacobson Park Reception Center improvements	N	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	5	O&M	09/30/2022
Subtotals :				\$260,000.00	\$83,000.00	\$101,600.00	\$113,600.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$260,000.00	\$83,000.00	\$101,600.00	\$113,600.00			

Agency Explanation

21-KY-FAY-000452. This line covers the cost of supplies to support decontamination and other protective action activities. \$3000 for replacement cannisters for LPD respirators, \$10,000 Heat and AC for rehab tent, \$6,000 annual PPE replacement kits for hospitals, \$10,000 for Fire's replacement PPE, 6 evacuation chairs \$14,970 (\$2495 ea), 4 battery-operated scene lights \$2400 (\$600 ea), 2 REX stretchers \$4600 (\$2300 each) \$6000 for 15 biocell APS (1-piece plastic that encapsulates EMS units) (\$400 ea). Quotes and specs sent under separate cover.

21-KY-FAY-000456. This line covers the cost of supplies and activities associated with reception and support of evacuees at our Reception Center and other locations that support evacuee functions. Specifically this line covers the cost of signs and supplies for our reception agencies. Purchase 4 solar message boards @ \$34,000 each. Police deployment plan under separate cover.

21- KY-FAY-478. \$20,000 to replace shelter cots (\$100 ea), \$6000 for 300 shelter blankets. 15 were purchased in 2015, 200 were purchased in 2010.

21-KY-FAY-470 \$21,000 for ACC fencing and trailer (to transport fencing), signs and ATV Gator for \$16000 (for Parks). To be used at Raven Run since this park's terrain is very challenging under the best of circumstances.

21-KY-FAY-000061 was increased by \$18,000.00

21-KY-FAY-000062 was increased by \$3,075.00

21-KY-FAY-000065 was decreased by (\$200.00)

21-KY-FAY-000076 was decreased by (\$18,000.00)

21-KY-FAY-000449 was decreased by (\$1,000.00)

21-KY-FAY-000451 was increased by \$55,000.00

21-KY-FAY-000455 was increased by \$26,000.00

21-KY-FAY-000462 was decreased by (\$3,000.00)

21-KY-FAY-000468 was decreased by (\$89,000.00)

21-KY-FAY-000470 was increased by \$12,000.00

21-KY-FAY-000475 was decreased by (\$2,875.00)

21-KY-FAY-470 Reallocated funds being requested toward purchase of an HVAC unit for Animal Care & Control's Zumro system which was purchased with FY20 funds. \$32,000 was awarded for the system which delivered after BGAD21. Also, due to the Covid pandemic, Field Ex was canceled until Spring 2022. It was during the May 2022 Shelter Ex that the Zumro was used for the first time. Temperatures that day were in the 80s and, it became obvious very quickly that animals would die if housed in the Zumro without a cooling system. This is documented in the EX write-ups by evaluators. As demonstrated during disasters, residents will not evacuate/relocate without their pets. In the event of a chemical accident and decon is needed, a safe space is required.

Grantee Remarks

21-KY-FAY-000452 - state concurs

21-KY-FAY-000456 - state non-concurs; Note: this project is not in LCCE, KYEM considers this a UFER (un-funded request) pending review of specific project.

21-KY-FAY-000470 - state non-concurs; Note: this project is not in LCCE, KYEM considers this a UFER (un-funded request) pending review of specific project.

21-KY-FAY-000478 - state concurs

21-KY-FAY-000470 - state concurs; utilizing quote from Hospital ZUMRO Replacement Project. KMH 7/14/2022

21-KY-FAY-000452 - RIV concurs \$51,000 Does not concur with Biocell APS.(AS)

21-KY-FAY-000456 - RIV does not concur (KW).

21-KY-FAY-000470 - RIV concurs with PPE / filter replacements and REX Stretchers. RIV does not recommend with remaining items (KW).

FEMA HQ Remarks

FEMA HQ concurs with Region's recommendation as follows:

21-KY-FAY-000452 \$52,000

21-KY-FAY-000456 \$0

21-KY-FAY-000470 \$23,600

21-KY-FAY-000478 \$26,000

NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Public Outreach/Education Program

Item #	Object Class	Description	Indirect Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	AppnCat e-go	Appn Period End Date
21-KY-FAY-000453	Contractual	Public outreach program/educational program	N	\$100,000.00	\$20,000.00	\$20,000.00	\$20,000.00	BO	O&M	09/30/2022
Subtotals :				\$100,000.00	\$20,000.00	\$20,000.00	\$20,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$100,000.00	\$20,000.00	\$20,000.00	\$20,000.00			

Agency Explanation

21-KY-FAY-000453-This line includes the costs for development, printing and copying of CSEPP related informational materials, and preparedness/educational items, public outreach events and general media and Close-out campaign projects. \$60,000 to be used for Fayette County's use, including Close-out campaign and, the other \$40,000 for the CSEPP footprint's Access & Functional Needs community/ LEP community. Examples of items we will promote includes: promotion of our App, LexAlerts, Family plan kit, calendar mailing, etc. These promotions will occur through the use of transit, theaters, newspapers, local magazines, ball park banners, brochures, social media, etc

Grantee Remarks

21-KY-FAY-000453 - state concurs with LCCE (\$20,000); pending outreach objectives. Unallowable cost: souvenirs, models, gifts or items that clearly promote agency. Cost appropriate items: all hazard information, such as allowable promotional items, advertising items and kiosk.

KYEM considers remaining funds as a UFER (un-funded request) pending review of specific project.

Region Remarks

21-KY-FAY-000453 RIV concurs with State. (KW)

FEMA HQ Remarks

FEMA HQ concurs with the Region's recommendation as follows:

21-KY-FAY-000453 \$20000- Note: Requested amount is 80K above the LCCE. This line is funded at the amount listed in the LCCE.

NJK

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2021
State of Kentucky
Fayette
Training Program

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	AppnCat e-go	Appn Period End Date
21-KY-FAY-000475	Other	Training	N	\$3,500.00	\$3,500.00	\$3,500.00	\$625.00	BO	O&M	09/30/2022
Subtotals :				\$3,500.00	\$3,500.00	\$3,500.00	\$625.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$3,500.00	\$3,500.00	\$3,500.00	\$625.00			

Agency Explanation

21-KY-FAY-000475-This line includes the cost of training for first responders and medical personnel, EM office staff, EM volunteers, and related positions. Examples of training includes EOC coordinator training, financial training, and other related courses.
21-KY-FAY-000061 was increased by \$18,000.00
21-KY-FAY-000062 was increased by \$3,075.00
21-KY-FAY-000065 was decreased by (\$200.00)
21-KY-FAY-000076 was decreased by (\$18,000.00)
21-KY-FAY-000449 was decreased by (\$1,000.00)
21-KY-FAY-000451 was increased by \$55,000.00
21-KY-FAY-000455 was increased by \$26,000.00
21-KY-FAY-000462 was decreased by (\$3,000.00)
21-KY-FAY-000468 was decreased by (\$89,000.00)
21-KY-FAY-000470 was increased by \$12,000.00
21-KY-FAY-000475 was decreased by (\$2,875.00)

21-KY-FAY-475 Reallocating unused Training funds toward Personnel Line 062 Fringe Benefits

Grantee Remarks

21-KY-FAY-000475 - state concurs
21-KY-FAY-000475 - state concurs; monies to cover burdens/benefits through September 30, 2022 due to waiting on FY22 budget .. process through LFUCG Council. KMH 7/14/2022

Region Remarks

21-KY-FAY-000475 RIV concurs. (AS)

FEMA HQ concurs with the Region's recommendation as follows:
21-KY-FAY-000475 \$3500
NJK

Fayette	Amount Requested	State Recommended	Region Recommended	FEMA HQ Approve
Subtotals:	\$2,410,923.00	\$888,923.00	\$2,032,523.00	\$1,997,523.00
Indirect Costs:	\$0.00	\$0.00	\$0.00	\$0.00
Agency Totals:	\$2,410,923.00	\$888,923.00	\$2,032,523.00	\$1,997,523.00



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1080-23

File ID: 1080-23

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 10/16/2023

File Name: Request Council authorization to submit application and accept additional federal funds in the amount of \$378,484.54 from the Department of Local Government under House Bill 1 to purchase election equipment including set up, delivery and services fees app

Final Action:

Title: Authorization to submit application and accept additional federal funds in the amount of \$378,484.54 from the Department of Local Government under House Bill 1 to purchase election equipment including set up, delivery and services fees approved by the Commonwealth of State Board of Elections (SBE) for the Fayette County Clerk for Fayette County, KY. No matching funds are required. (L1080-23) (Reynolds/Lanter)

Notes:

Sponsors:

Enactment Date:

Attachments: 24-Blue Sheet Memo HB 1 Election Equip, BA 12620 add'l funds

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 1080-23

Title

Authorization to submit application and accept additional federal funds in the amount of \$378,484.54 from the Department of Local Government under House Bill 1 to purchase election equipment including set up, delivery and services fees approved by the Commonwealth of State Board of Elections (SBE) for the Fayette County Clerk for Fayette County, KY. No matching funds are required. (L1080-23) (Reynolds/Lanter)

Summary

Authorization to submit application and accept additional federal funds in the amount of \$378,484.54 from the Department of Local Government under House Bill 1 to purchase election equipment including set up, delivery and services fees approved by the Commonwealth of State Board of Elections (SBE) for the Fayette County Clerk for Fayette County, KY. No matching funds are required. (L1080-23) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 10/16/2023

Risk Management: N/A

Fully Budgeted: BA will be processed later

Account Number:

This Fiscal Year Impact: \$378,484.54

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: OCTOBER 16, 2023

SUBJECT: Acceptance of Additional Grant Award from the Department of Local Government under House Bill 1 to Purchase Election Equipment Fayette County Clerk for Fayette County, KY

Request: Council authorization to submit application and accept additional federal funds in the amount of \$378,484.54 from the Department of Local Government under House Bill 1 to purchase election equipment including set up, delivery and services fees approved by the Commonwealth of State Board of Elections (SBE) for the Fayette County Clerk for Fayette County, KY. No matching funds are required.

Purpose of Request: On February 9, 2023 (Resolution 069-2023) , Council authorized to submit a grant application and accept award from the Department of Local Government under House Bill 1 to purchase election equipment including set up, delivery and services fees approved by the Commonwealth of State Board of Elections (SBE) in the amount of \$675,675.

The Department of Local Government has offered an additional grant award of \$378,484.54 funding under House Bill 1 to purchase election equipment approved by the Commonwealth of State Board of Elections (SBE) for Fayette County Clerk for Fayette County, KY.

What is the cost in this budget year and future budget years? \$378,484.54 in state funds has been awarded for Fiscal Year 2024. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 1080-23

Director/Commissioner: Reynolds/Lanter



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 10/17/2023 **Status:** Pending Approval **Amend Nbr:** 12620

Business Unit: LFUCG **Journal Date:** 10/17/2023 **Budget Period:** 2024 **Bid:** **Admin Review:**

Personnel, Operating & Capital Accounts Personalize | Find | View All | [Print] [Grid] First [Left Arrow] 1-2 of 2 [Right Arrow] Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3400	112003	0001	75801	Equipment Under \$5000	376,184.54	ELIZABET	ELIZABET	
2 3400	112003	0001	71299	Prof Svc - Other	2,300.00	ELIZABET	ELIZABET	

Revenue Accounts Personalize | Find | View All | [Print] [Grid] First [Left Arrow] 1 of 1 [Right Arrow] Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3400	112003	0001	44040	Intergovernmental - State/Oth	378,484.54	ELIZABET	ELIZABET	

▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

Comments:

To budget additional funds award from DLG on EPOLL_BOOK_2023.

Net Amend Amt: 0.00

Save

Add



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1081-23

File ID: 1081-23

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 10/16/2023

File Name: Request Council authorization to execute agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2022 extending the performan

Final Action:

Title: Authorization to execute an amendment to agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2022, extending the performance period through March 31, 2024. No budgetary impact. (L1081-23) (Dugger/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 24-Blue Sheet CSEPP FY22 Extension, FY22 WebCA Extension 10.3.23

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 1081-23

Title

Authorization to execute an amendment to agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2022, extending the performance period through March 31, 2024. No budgetary impact. (L1081-23) (Dugger/Armstrong)

Summary

Authorization to execute an amendment to agreement with the Kentucky Department of

Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2022, extending the performance period through March 31, 2024. No budgetary impact. (L1081-23)
(Dugger/Armstrong)

Budgetary Implication: NO

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 10/10/2023

Risk Management: N/A

Fully Budgeted: All grant funds are budgeted.

Account Number:

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project: CSEPP_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance:



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

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

DATE: OCTOBER 13, 2023

SUBJECT: Extension of Performance Period for Chemical Stockpile Emergency Preparedness Program for Fiscal Year 2022

Request: Council authorization to execute amendment to agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for federal funds under the Chemical Stockpile Emergency Preparedness Program (CSEPP) for FY 2022 extending the performance period through March 31, 2024.

Purpose of Request: On September 8, 2022 (Resolution 512-2022), Council approved acceptance of award of federal funds from the Kentucky Department of Military Affairs, Division of Emergency Management for the continuation of the Chemical Stockpile Emergency Preparedness Program (CSEPP) for Fiscal Year 2022. CSEPP funds are used to support emergency preparedness activities in a nine county area that surrounds the Blue Grass Army Depot in Richmond, the site of a stockpile of chemical weapons.

The Kentucky Department of Military Affairs, Division of Emergency Management has offered the LFUCG modifications to this agreement extending the performance period for the Chemical Stockpile Emergency Preparedness Program (CSEPP) for Fiscal Year 2022 through March 31, 2024.

What is the cost in this budget year and future budget years? No additional cost in this budget year or in future budget years.

Are the funds budgeted? All grant funds are budgeted.

File Number: 1081-23

Director/Commissioner: Dugger/Armstrong



CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Administration

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
22-KY-FAY-000012	Contractual	Maintenance Cost Share	N	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	BO	O&M	09/30/2023
22-KY-FAY-000063	Supplies	CSEPP Share of Office Supplies and Phone service	N	\$9,100.00	\$9,100.00	\$9,100.00	\$9,100.00	BO	O&M	09/30/2023
22-KY-FAY-000076	Travel	CSEPP Travel	N	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	BO	O&M	09/30/2023
22-KY-FAY-000455	Other	Contract administrative support	N	\$245,000.00	\$245,000.00	\$245,000.00	\$245,000.00	BO	O&M	09/30/2023
Subtotals :				\$283,100.00	\$283,100.00	\$283,100.00	\$283,100.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$283,100.00	\$283,100.00	\$283,100.00	\$283,100.00			

Agency Explanation

22-KY-FAY-000012- Copier costs (lease and maintenance)

22-KY-FAY-000063-This line covers office supplies and cell phone service for CSEPP staff. Phones are provided by LFUCG

22-KY-FAY-000076- This line covers estimated travel costs

22-KY-FAY-000455 - This line covers administrative staff and contract costs for equivalent of three fulltime contractors: CSEPP Footprint Access & Functional Needs/Limited English Proficiency Coordinator, Exercise Coordinator, two part-time Planners/WebEOC, COMs Footprint Administrators

22-KY-FAY-455 - February 8, 2023 Update: This line covers administrative staff and contract costs for two fulltime and two part time contractors: Fulltime Exercise Coordinator, Fulltime Project Manager/WebEOC Administrator*, part time Access & Functional Needs/Limited English Proficiency Coordinator** and part time Planner. * The role of Fulltime Project Manager/WebEOC Administrator will be evaluated with the award of FY23. The projects included but not limited to are: Fayette County Communications Update (FY21 COM Line 014) and the EOC/JIC AV Update (FY20, FY21, FY22 Line 451). Due to global supply chain issues and the complexity of these projects, the need for a fulltime project manager is required. Additionally, the window to complete these projects within CSEPP timelines is narrowing. ** Moving the AFN/LEP to part time because the broadest part of the scope of work was completed under the prior AFN/LEP Coordinator. The need for this part-time role will also be reassessed with the FY23 award.

22-KY-FAY-000012- State concurs (JRD)
22-KY-FAY-000063- State concurs (JRD)
22-KY-FAY-000076- State concurs (JRD) Travel to be used for official CSEPP travel.
22-KY-FAY-000455- State concurs for 3 contract employees for CSEPP AFN Coordinator, exercise coordinator, Planner/WEBEOC position. (JRD)
22-KY-FAY-455- State concurs with following admin support 1 Exercise coordinator, 1 Project Manager/WEBEOC Admin, .5 AFN coordinator. Contract Support allocations will be reevaluated in FY23 budget to determine need of 1 Project Manager/WEBEOC Admin and .5 AFN coordinator.

Region Remarks

22-KY-FAY-000012 -Region 4 Concurr (AS)
22-KY-FAY-000063 -Region 4 Concurr (AS)
22-KY-FAY-000076 -Region 4 Concurr (AS)
22-KY-FAY-000455-Region 4 Concurr (AS)
22-KY-FAY-000455 - Region 4 concurs with the Cavet that these changes in FTE's will be reevaluated during the FY2023 budget submission (CW)

FEMA HQ Remarks

22-KY-FAY-000012 -FEMA HQ concurs with the Region and approves this request (NJK).
22-KY-FAY-000063 -FEMA HQ concurs with the Region and approves this request or 3 contract employees CSEPP AFN Coordinator, Exercise Coordinator, Planner/WEBEOC position(NJK)
22-KY-FAY-000076 -FEMA HQ concurs with the Region and approves this request (NJK)
22-KY-FAY-000455-FEMA HQ concurs with the Region and approves this request (NJK)

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Alert and Notification System

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
22-KY-FAY-000065	Other	CSEPP Share of streaming services	N	\$200.00	\$200.00	\$200.00	\$200.00	BO	O&M	09/30/2023
22-KY-FAY-000454	Other	Maintenance/Replacement of A&N	N	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	BO	O&M	09/30/2023
22-KY-FAY-000479	Equipment	AM radio system	N	\$16,175.00	\$0.00	\$0.00	\$0.00	4	O&M	
Subtotals :				\$91,375.00	\$75,200.00	\$75,200.00	\$75,200.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$91,375.00	\$75,200.00	\$75,200.00	\$75,200.00			

Agency Explanation

22-KY-FAY-000065- 50% of Alexa or other streaming devices.

22-KY-FAY-000454- This line covers the cost share (44%) of the annual maintenance for the Alert and Notification system (Everbridge). Maintenance of IPAWS and A/N systems. 25% of annual siren software update. Scheduled AM radio battery replacement (app \$30,000). Repair and maintenance of AM signs and other equipment.

22-KY-FAY-479 Replace AM node at Newtown & Keeneland

Grantee Remarks

22-KY-FAY-000065- State Concurs (JRD)
 22-KY-FAY-000454- State Concurs (JRD)

22-KY-FAY-000479- State non concurs, This project is not within LCCE. KYEM considers this a UFER (un-funded request) pending specific project review.

Region Remarks

22-KY-FAY-000065-Region 4 Concurs (AS)
 22-KY-FAY-000454-Region 4 Concurs (AS)
 22-KY-FAY-000479 - Region 4 Concurs with Grantee no justification was provided for this proposed project. (CW)

FEMA HQ Remarks

22-KY-FAY-000065-FEMA HQ concurs with the Region recommendation and approves this request (NJK)
 22-KY-FAY-000454-FEMA HQ concurs with Region recommendation and approves this request (NJK)

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Automation

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	App nCat e-go	Appn Period End Date
22-KY-FAY-000465	Other	Computer, Software and Hardware	N	\$40,000.00	\$30,000.00	\$30,000.00	\$37,500.00	BO	O&M	09/30/2023
Subtotals :				\$40,000.00	\$30,000.00	\$30,000.00	\$37,500.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$40,000.00	\$30,000.00	\$30,000.00	\$37,500.00			

Agency Explanation

22-KY-FAY-000465- Automation maintenance, subscription, and equipment costs: Windows Enterprise update, annual VDA licenses for virtual EOC system , VMWare subscription, annual tech support on EOC virtual servers (Thin Client). 5 tablets for shelter.
 22-KY-FAY-465 Edit to SOW April 6, 2023. Per discussions with KYEM and FEMA RIV, we are editing the narrative to add the purchase of a laptop for Planner Mark Samuelson.
 22-KY-FAY-000451 was decreased by (\$7,500.00)
 22-KY-FAY-000465 was increased by \$7,500.00

22-KY-FAY-465 May 10, 2022 Per discussions with KYEM (Jerrod Dean), moving \$7500 from EOC equipment line to Automation to purchase laptops for the Policy Room and Podium in the EOC. With the AV equipment upgrade, the older laptops will not support the conference and visual functions, The two laptops were purchased in 2016 so they are now due for replacement per lifecycle. They weren't upgraded in the FY21 Automation Project because we needed to implement the AV upgrade first.

Grantee Remarks

22-KY-FAY-000465- State concurs- State recommends \$30,000 based upon Basic Operating Cost analysis and 5 tablets for shelter operations. This is above LCCE (JRD)
 State concurs- JRD (5/9/2023)
 State Concurrs with adding laptops for policy room and podium to scope of work. (JRD-5/23/2023).

Region Remarks

22-KY-FAY-000465 - Region 4 Concurrs with the Grantee. Furthermore the reallocation request for replacement server was suppose to reduce the tech support. (CW)
 22-KY-FAY-000465 - Region 4 Concurrs (CW).
 22-KY-FAY-000465 - Region 4 Concurrs with this work effort as part of the upgrade (CW). (5/22/2023).

FEMA HQ Remarks

and basic operating costs.

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM

Budget Information Worksheet, Award Year(s): 2022

State of Kentucky

Fayette

Communications System

Item #	Object Class	Description	Indirect Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	Appn Category	Appn Period End Date
22-KY-FAY-000014	Equipment	Communication equipment replacement	N	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	BO	O&M	09/30/2023
22-KY-FAY-000449	Other	CSEPP Share of Communications Cost & Enhancement	N	\$91,000.00	\$91,000.00	\$91,000.00	\$91,000.00	BO	O&M	09/30/2023
22-KY-FAY-000462	Other	Communications System Maintenance	N	\$40,160.00	\$3,000.00	\$40,160.00	\$40,160.00	BO	O&M	09/30/2023
Subtotals :				\$141,160.00	\$104,000.00	\$141,160.00	\$141,160.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$141,160.00	\$104,000.00	\$141,160.00	\$141,160.00			

Agency Explanation

22-KY-FAY-000014- Communication equipment update in ESF 2

22-KY-FAY-000449. This line covers the cost of enhancements to the existing communication system, subscription costs, 800Mhz upgrade costs (app \$80,000) Annual MITOC service, aircards.

22-KY-FAY-000462 Communications systems and devices maintenance costs at 50% including PSOC back-up internet (app \$40,000)

Grantee Remarks

22-KY-FAY-000014- State concurs pending submission of equipment to be updated. This is below LCCE. Note 800mhz upgrade within LCCE is listed in line 22-KY-FAY-449 (JRD)

22-KY-FAY-000449- State concurs This is above LCCE. (JRD)

22-KY-FAY-000462- State non-concurs. State recommends \$3,000 based upon Basic Operating Cost Analysis. Per NOFO, BOC items with more than 10% increase require justification in agency explanation. PSOC back up internet is not within LCCE. KYEM considers this a UFER (un-funded request) pending review of specific project.

22-KY-FAY-000014 -Region 4 Concur (AS)
22-KY-FAY-000449-Region 4 Concur (AS)
22-KY-FAY-000462 Region 4 support the full funding of this line (CW)

FEMA HQ Remarks

22-KY-FAY-000014 -FEMA HQ concurs with the Region and approves this request (NJK)
22-KY-FAY-000449-FEMA HQ concurs with the Region and approves this request(NJK)
22-KY-FAY-000462 - FEMA HQ concurs with the Region and approves the full requested amount(NJK)

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Coordinated Plans

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	Appn Category	Appn Period End Date
			N							
Subtotals :				\$0.00	\$0.00	\$0.00	\$0.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$0.00	\$0.00	\$0.00	\$0.00			

Agency Explanation

21-KY-FAY-000467-No request for this year.

Grantee Remarks

Region Remarks

FEMA HQ Remarks

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Emergency Operations Center

Item #	Object Class	Description	Indirect Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	AppnCat e-go	Appn Period End Date
22-KY-FAY-000451	Equipment	EOC/JIC Enhancements	N	\$145,000.00	\$20,000.00	\$145,000.00	\$137,500.00	3	O&M	09/30/2023
22-KY-FAY-000458	Contractual	Service/Maintenance Contracts	N	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	BO	O&M	09/30/2023
Subtotals :				\$185,000.00	\$60,000.00	\$185,000.00	\$177,500.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$185,000.00	\$60,000.00	\$185,000.00	\$177,500.00			

Agency Explanation

22-KY-FAY-000451-EOC and JIC AV equipment replacement. Network and core switches (app \$80,000). Netclock replacement (app \$45,000), UPS Batteries (app \$5000) and \$10,000 for any other needed equipment to enhance/operate AV equipment purchased with reallocated FY20 funds and FY21 EOC equipment funds.
 22-KY-FAY-000458 EOC maintenance costs: WebEOC hosting and maintenance, AV maintenance, EOC generator maintenance & fuel, netclock maintenance. Thin Client updates. Zoom (\$2000). 33% of Avaya hardware update (app \$10,000)
 22-KY-FAY-000451 was decreased by (\$7,500.00)
 22-KY-FAY-000465 was increased by \$7,500.00

22-KY-FAY-451 May 10, 2022 Per discussions with KYEM, moving \$7500 from EOC Equipment Line to Automation Line 465 to purchase laptops for 2 locations in EOC.

Grantee Remarks

22-KY-FAY-000451- State concurs with LCCE (\$20,000). Network, core switches, netclock considered UFER (un-funded request) pending submission of documentation and review of specific projects. UPS battery within FY23 LCCE. (JRD)

22-KY-FAY-000458- State concurs (JRD)

Region Remarks

22-KY-FAY-000458-Region 4 Concur (AS)
 22-KY-FAY-000451 - Region 4 support funding of this line item with the withholding of awarding the \$125,000 until proper justification is submitted to the State and the Region. (CW)
 22-KY-FAY-000451 - Region 4 Concur (CW). (5/22/2023)

FEMA HQ Remarks

22-KY-FAY-000451 -FEMA HQ concurs with the Region recommendation approves however funds (125,000) will be withheld until proper justification is provided to State, Region and HQ(NJK).

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Exercise Program

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	AppnCat e-go	Appn Period End Date
22-KY-FAY-000064	Supplies	CSEPP Exercise Program	N	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	BO	O&M	09/30/2023
Subtotals :				\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00			

Agency Explanation

22-KY-FAY-000064-This line covers Exercise costs (meals, transportation, materials, police/fire backfill, etc). Increase over previous years is due to Police & Fire raises negotiated by their Union. And, overtime costs.

Grantee Remarks

22-KY-FAY-000064- State concurs pending documentation of raises for Police and Fire. This is above LCCE. (JRD)

Region Remarks

22-KY-FAY-000064-Region 4 Concur (AS)

FEMA HQ Remarks

22-KY-FAY-000064-FEMA HQ concurs with the Region recommendation and approves this request (NJK)

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Medical Program

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
22-KY-FAY-000468	Supplies	Medical Supplies	N	\$120,000.00	\$82,000.00	\$82,000.00	\$82,000.00	2	O&M	09/30/2023
Subtotals :				\$120,000.00	\$82,000.00	\$82,000.00	\$82,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$120,000.00	\$82,000.00	\$82,000.00	\$82,000.00			

Agency Explanation

22-KY-FAY-000468- This line provides funding for replacement of PPE, decon and medical equipment, supplies: PPE for Fire/Reception, App \$10,000 for backboards, app \$10,000 for defibrillators, four Lucas devices (app \$18,000 ea), Sound System devices (decon recorders). \$10,000 for misc supplies

Grantee Remarks

22-KY-FAY-000468- State non-concurs. State recommends \$82,000 based upon supporting documentation submitted for four lucas devices and \$10,000 for supplies. All other items are considered UFER (un-funded request) pending review of specific project. This is above LCCE. (JRD)

Region Remarks

22-KY-FAY-000468 - Region 4 Concurs with the State (CW)

FEMA HQ Remarks

22-KY-FAY-000468 - FEMA HQ concurs with the Region recommendation \$82,000 based upon supporting documentation (NJK).

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Personnel

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
22-KY-FAY-000061	Personnel	CSEPP Salaries	N	\$113,400.00	\$113,400.00	\$113,400.00	\$113,400.00	BO	O&M	09/30/2023
22-KY-FAY-000062	Fringe Benefits	CSEPP Burdens/Benefits	N	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	BO	O&M	09/30/2023
Subtotals :				\$163,400.00	\$163,400.00	\$163,400.00	\$163,400.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$163,400.00	\$163,400.00	\$163,400.00	\$163,400.00			

Agency Explanation

22-KY-FAY-000061. This line covers the cost of salary for 1.5 FTE for the CSEPP program (manager, PIO) A 5% raise effective July 1, 2022 is reflected.
 22-KY-FAY-000062-This line covers the cost of burdens/benefits for 1.5 FTE

Grantee Remarks

22-KY-FAY-000061- State concurs with 1.5 FTE, Fayette to provide documentation of Pay raise (JRD)
 22-KY-FAY-000062- State concurs (JRD)

Region Remarks

22-KY-FAY-000061 -Region 4 Concurr (AS)
 22-KY-FAY-000062-Region 4 Concurr (AS)

FEMA HQ Remarks

22-KY-FAY-000061 -FEMA HQ concurs with Region recommendation and approves this request (NJK)
 22-KY-FAY-000062-FEMA HQ concurs with the Region recommendation and approves this request covering burdens and benefits of 1.5 FTE (NJK)

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Protective Actions

Item #	Object Class	Description	Indirect Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
22-KY-FAY-000452	Equipment	Decon Equipment and PPE related items	N	\$125,300.00	\$50,000.00	\$50,000.00	\$50,000.00	1	O&M	09/30/2023
22-KY-FAY-000456	Other	Traffic Control /Reception Center/Evacuee support	N	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	1	O&M	09/30/2023
22-KY-FAY-000470	Equipment	Protective Acton Equipment -	N	\$23,000.00	\$0.00	\$0.00	\$0.00	1	O&M	
Subtotals :				\$163,300.00	\$65,000.00	\$65,000.00	\$65,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$163,300.00	\$65,000.00	\$65,000.00	\$65,000.00			

Agency Explanation

22-KY-FAY-000452. This line covers the cost of supplies to support decontamination and other protective actions: includes replacement of the hospitals' 66 PAPR cartridges and their batteries (app \$125,000) (last purchased w/FY16 funds)

22-KY-FAY-000456. This line covers the cost of supplies and activities associated with reception and support of evacuees at our Reception Center: includes materials that address the specific needs of AFN clients. And, \$10,000 for road barriers and signage.

22-KY-FAY-470 Staff vests and multi-language decon signs (I Speak last purchased w/FY19 funds)

Grantee Remarks

22-KY-FAY-000452- State Concurs with replacement of PAPR Filters and PAPR batteries. State non-concurs with replacement of entire PAPR System. Fayette to provide documentation for cost of filter/battery replacement. State recommends \$50,000. This is above LCCE. (JRD)

22-KY-FAY-000456- State concurs (JRD)

22-KY-FAY-000470- State non-concurs. This is not within LCCE. KYEM considers this UFER (un-funded request) pending submission of supporting documentation and review of specific project.

Region Remarks

22-KY-FAY-000456-Region 4 Concurs (AS)
 22-KY-FAY-000452 -Region 4 Concurs with the Grantee (CW)
 22-KY-FAY-000470- Region 4 Concurs with the Grantee (CW)

22-KY-FAY-000456-FEMA HQ concurs with the Region recommendation of \$50,000 and approves the request (NJK)

22-KY-FAY-000452 -FEMA HQ concurs with the Region recommendation and approves replacement of PAPR Filters in the amount of \$50,000 (NJK)

22-KY-FAY-000470- FEMA HQ concurs with the Region recommendation and approves this request (NJK)

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Public Outreach/Education Program

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
22-KY-FAY-000453	Contractual	Public outreach program/educational program	N	\$200,000.00	\$20,000.00	\$20,000.00	\$20,000.00	BO	O&M	09/30/2023
Subtotals :				\$200,000.00	\$20,000.00	\$20,000.00	\$20,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$200,000.00	\$20,000.00	\$20,000.00	\$20,000.00			

Agency Explanation

22-KY-FAY-000453-This line includes Fayette County's POE efforts and the CSEPP Counties AFN/LEP production: \$4000 annual mailing, \$10,000 educational items, \$25,000 to convert brochures to electronic in additional languages, \$4300 BeReady app maintenance, \$50,000 for AFN/LEP materials, \$61,000 for outreach campaign (theatre ads, billboards, etc), two mobile billboards and \$15,000 for AFN video production costs

Grantee Remarks

22-KY-FAY-000453- State concurs with LCCE (\$20,000). All other requests are considered UFER (un-funded requests) pending submission of supporting documentation and review of specific project/deliverable.

Region Remarks

22-KY-FAY-000453-Region 4 Concur (AS) The UFER needs both justification and a SOW of what the specific deliverables will be. Concur with the Grantee (CW)

FEMA HQ Remarks

22-KY-FAY-000453-FEMA HQ concurs with Region recommendation and this is an UFER that needs justification, a SOW and specific deliverables. Approved for \$20,000 (NJK)

CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2022
State of Kentucky
Fayette
Training Program

Item #	Object Class	Description	In-direct Cos	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	Appn Category	Appn Period End Date
22-KY-FAY-000475	Other	Training	N	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	BO	O&M	09/30/2023
Subtotals :				\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00			

Agency Explanation

22-KY-FAY-000475-This line includes the cost of training of first responders, medical personnel, EM office staff, EM volunteers. Ex: EOC Coordinator training or other related courses.

Grantee Remarks

22-KY-FAY-000475- State Concurs (JRD)

Region Remarks

22-KY-FAY-000475-Region 4 Concurs (AS)

FEMA HQ Remarks

22-KY-FAY-000475-HQ concurs with Region and approves this requests (NJK)

Fayette	Amount Requested	State Recommended	Region Recommended	FEMA HQ Approve
Subtotals:	\$1,420,335.00	\$915,700.00	\$1,077,860.00	\$1,077,860.00
Indirect Costs:	\$0.00	\$0.00	\$0.00	\$0.00
Agency Totals:	\$1,420,335.00	\$915,700.00	\$1,077,860.00	\$1,077,860.00



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1082-23

File ID: 1082-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Central Purchasing

File Created: 10/16/2023

File Name: BBC Research and Consulting Sole Source Approval

Final Action:

Title: Authorization to approve BBC Research and Consulting as a sole source service provider for assistance with implementing the recommendations identified to remedy observed disparities, refine the City's procurement processes and enhance the Minority Business Enterprise Program. Costs are dependent on services provided. Funds are budgeted. (L1082-23) (Slatin/Hensley)

Notes:

Sponsors:

Enactment Date:

Attachments: BlueSheet Memo BBC Sole Source.docx, BBC Scope of Services_Program Development_Revised.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Slatin

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 1082-23

Title

Authorization to approve BBC Research and Consulting as a sole source service provider for assistance with implementing the recommendations identified to remedy observed disparities, refine the City's procurement processes and enhance the Minority Business Enterprise Program. Costs are dependent on services provided. Funds are budgeted. (L1082-23) (Slatin/Hensley)

Summary

Authorization to approve BBC Research and Consulting as a sole source service provider for assistance with implementing the recommendations identified to remedy observed disparities, refine the City's procurement processes and enhance the Minority Business Enterprise Program. Costs are dependent on services provided. Funds are budgeted.

(L1082-23) (Slatin/Hensley)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by [Barberie, 10/13/23]}

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1101-202801-0001-71299

This Fiscal Year Impact: To be determined

Annual Impact: To be determined

Project:

Activity:

Budget Reference:

Current Balance: \$91,000.01



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

**FROM: TODD SLATIN, DIRECTOR
DIVISION OF PROCUREMENT**

DATE: October 16, 2023

SUBJECT: Sole Source

Request:

Request Council authorization to approve BBC Research and Consulting as a sole source service provider for assistance with implementing the recommendations identified to remedy observed disparities, refine the City’s procurement processes and enhance the Minority Business Enterprise Program.

Why are you requesting?

BBC Research and Consulting spent approximately one year analyzing our procurement data, systems and processes and developed the recommendations to remedy observed disparities. Other service providers would need to spend time and money evaluating our data, systems and processes before implementation of the recommendations could begin.

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

The cost for FY 2024 is dependent on services provided

Are the funds budgeted? Yes, funds are fully budgeted in 1101-202801-0001-71299

File Number:

Director/Commissioner: Slatin/Hensley





May 10, 2023

Todd Slatin
Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
Via email: tslatin@lexingtonky.gov

Re: Program Development and Implementation Consulting Services

Dear Mr. Slatin:

BBC Research & Consulting (BBC) is pleased to provide this scope of services to help the Lexington-Fayette Urban County Government (LFUCG) implement various measures and policies to better encourage the participation of businesses owned by people of color (POCs) and women in the organization's contracts and procurements. BBC will work closely with LFUCG to develop and implement program measures and provide ongoing program support, including:

- Developing overall aspirational goals for the participation of POC- and woman-owned businesses in LFUCG contracts and procurements;
- Assisting LFUCG with reporting requirements and contract compliance;
- Exploring the feasibility of a bond assistance program;
- Piloting various program measures to encourage the participation of POC- and woman-owned businesses in LFUCG contracts and procurements; and
- Developing policy and procedural documents such as resolutions and program manuals.

A. Scope of Services

We propose six primary tasks to help LFUCG develop and implement program measures to encourage the participation of POC- and woman-owned businesses in the organization's contracts and procurements. As needed, we will work with LFUCG to refine our proposed scope of services.

1. Project meetings. BBC will participate in video, telephone, and as appropriate, in-person meetings during the course of the project. BBC will work with LFUCG to schedule and coordinate all project meetings.

a. Project initiation meeting. Based on direction from LFUCG, the project team will coordinate and participate in a project initiation meeting to begin the project. Ms. Iris McClish and Mr. Kevin Williams, BBC Managing Directors, and other project team members will meet with LFUCG to:

- Discuss organizational objectives;
- Establish key timelines and project milestones;
- Identify resource requirements; and
- Address other project topics.

b. Update meetings. BBC will participate in regular update meetings to discuss project objectives, next steps, and challenges. We recommend holding project update meetings twice per month and will work with LFUCG to schedule them. We also recommend holding additional meetings at key junctures of the project, including when we submit draft deliverables for LFUCG review.

2. Overall aspirational goal(s). Based on information that BBC collected as part of the 2022 LFUCG Disparity Study (Disparity Study) and other relevant information, BBC will help LFUCG develop an overall aspirational goal(s) for the participation of POC- and woman-owned businesses in its contracts and procurements. BBC's calculation of overall goal(s) will take into account:

- Business availability based on results from the custom census availability analysis BBC conducted as part of the Disparity Study;
- Barriers that POCs, women, and POC- and woman-owned businesses face in the local contracting marketplace;
- Past participation of POC- and woman-owned businesses in LFUCG contracts and procurements; and
- Other relevant information.

We will work with LFUCG to finalize the overall goal(s) and then document the goal-setting process, including methodology for calculating the goal(s) and information LFUCG considered in developing the goal(s).

3. Resolutions. As requested, the project team will help draft or review resolutions and other authorizing policy documents related to LFUCG's efforts to encourage the participation of POC- and woman-owned businesses in its contracting. We will collaborate closely with LFUCG leadership to ensure that all such documents are in compliance with local, state, and federal regulations.

4. Program measures. The project team will collaborate closely with LFUCG to assess the feasibility of a bond assistance program and develop and pilot a other measures to encourage

the participation of small and disadvantaged businesses in the organization's contracts and procurements.

a. Bond assistance program. The project team will collaborate closely with LFUCG to explore the feasibility of establishing a bond assistance program to help small businesses, including POC- and woman-owned businesses, meet bonding requirements for LFUCG contracts and procurements. The project team will provide guidance on best practices, assess program costs and potential risks, and determine market demand for such a program. We will also work with LFUCG to establish relationships with community stakeholders, surety companies, and other external partners required to effectuate the program.

b. Other program measures. The project team will collaborate closely with LFUCG to develop and pilot additional measures to encourage the participation of small and disadvantaged businesses in the organization's contracts and procurements. We will work closely with LFUCG to determine which measures—including race- and gender-neutral and, if appropriate, race- and gender-conscious measures—would be the most effective. Such measures might include creating procedures for unbundling contracts, revising small purchase procedures, and establishing small business set-asides.

i. Program workshops. The project team will participate in program workshops to meet with LFUCG leadership, key personnel, and if desired, external stakeholders to solicit input about various proposed program measures and policies. As part of those workshops, we will discuss procurement procedures and strategies, potential mechanisms for encouraging supplier diversity, and opportunities for piloting program measures. We will work with LFUCG to determine who should be included in program workshops and establish workshop objectives.

ii. Background research. The project team will conduct extensive background research and document best practices related to proposed program measures. As part of that research, we will review program measures other organizations use to encourage the participation of POC- and woman-owned businesses and interview select organizations to discuss their program measures in depth. That research will inform recommendations the project team makes related to proposed program measures.

iii. Pilot projects. The project team will work closely with LFUCG to pilot proposed program measures, including testing administrative procedures, on select projects. As part of the pilot projects, we will work with the departments from which the solicitations originate to establish administrative procedures, identify who should be responsible for each stage of the process, and refine policy as needed. Members of the project team will also attend any pre-bid and evaluation meetings to monitor how program measures work in practice.

iv. Administrative documents. Based on LFUCG's desire to move forward with any program measures, the project team will develop administrative procedures and any corresponding documents required to administer such measures, including:

- Solicitation and contract language to incorporate into existing LFUCG documents;
- Bid documents such as subcontractor participation plans;
- Contract compliance forms; and
- Processes for monitoring and enforcing program measures and policies.

5. Program manual. Based on all previous tasks, the project team will develop a program manual LFUCG can use to administer the programs and policies it uses to encourage the participation of small and disadvantaged businesses in its contracts and procurements. The manual will include detailed descriptions of, and procedures for, each policy and program measure and will include, as appropriate:

- Introduction, including relevant historical background;
- Definition of terms;
- Procedures related to specific program measures such as bond assistance or set-asides;
- Data collection and reporting requirements; and
- Administrative responsibilities and resources, including which LFUCG staff are responsible for the day-to-day operation of each aspect of the program.

We will work closely with LFUCG to review a draft of the program manual before delivering the final manual in an editable format. We will provide all corresponding process documents, forms, and solicitation and contract language in formats of LFUCG's choosing.

6. Staff training. BBC will train relevant LFUCG staff on the various procedures required to effectively administer the organization's programs and policies developed under our scope of services, including those required to advertise solicitations, award contracts, and monitor contract compliance. We will work with LFUCG to identify staff responsible for administering various parts of the program measures and organize and schedule training sessions.

B. Subconsultants

BBC proposes to partner with three supremely qualified subconsultants to complete all of the work proposed in our scope of services: EHI Consultants (EHI), Rosales Business Partners (RBP) and Merriwether & Williams. EHI conducted policy research and provided engagement expertise as part of the Disparity Study, and RBP and Merriwether & Williams were selected based on their specialized expertise and LFUCG's current priorities and objectives. BBC will ultimately be responsible for all work completed by our project team and internal project management, including project invoicing.



EHI Consultants is a Black American-owned, MBE-certified planning and engineering firm based in Lexington, Kentucky. The firm provides services related to programming, planning, designing, and implementing a wide range of projects. EHI's experience and qualifications give it the unique ability to engage the Lexington community as part of comprehensive and inclusive planning processes. Its services incorporate POC- and woman-owned business program implementation, public meeting facilitation, community engagement, and outreach. EHI helped BBC conduct the 2022 LFUCG Disparity Study. As part of the study, EHI conducted policy research, helped facilitate community engagement, and collected qualitative data. EHI has been recognized by the Federal Highway Administration for its exemplary work and received awards from the Kentucky Chapters of the American Planning Association and the American Society of Landscape Architects for its planning and design projects. EHI will conduct research related to potential policies and best practices, help facilitate stakeholder input, and help develop policy recommendations.



RBP is a DBE-certified Hispanic American woman-owned, legal and policy firm specializing in public law and policy and program development. RBP offers clients a multi-disciplinary, strategic approach to problem solving in a variety of practice areas, particularly public contracting and the creation of public policy. RBP has a national reputation for its experience in the disparity study field, including the legal defense of POC- and woman-owned business programs in the Ninth Circuit. The firm's leadership and staff have decades of in-depth experience relating to the development and enforcement of business participation programs, which they acquired as in-house government lawyers and managers as well as outside legal counsel and consultants to various public agencies. RBP is active in Transportation Research Board projects, having participated as a contributing author to two publications. The firm has recently worked with BBC to help various organizations develop supplier diversity policy, including the Commonwealth of Virginia and the City of Boston. RBP has also worked with BBC on recent disparity studies for the State of Oregon, the California Department of Transportation, the San Francisco Municipal Transportation Authority, and the San Jose International Airport. RBP will provide guidance on policy and program recommendation and help ensure proposed policy is consistent with regulations and case law relevant to LFUCG's policies and practices.



Merriwether & Williams
INSURANCE SERVICES

... Of Like Minds

Merriwether & Williams has over 25 years of experience in the insurance industry and provides unparalleled expertise and service through an Aligned Risk Management model. The firm offers customized insurance solutions to minimize risk, facilitate infrastructure development, and enable unique solutions to remove barriers that impede small local contractor inclusion. Merriwether & Williams is a DBE-certified woman of color-owned business and is committed to developing unique and innovative partnerships with forward-thinking public agencies, contractors, non-profits, and other stakeholders to promote the inclusion of small and diverse businesses in the economic life of their communities. Merriwether & Williams' clients include the City of Los Angeles, the City and County of San Francisco, and Alameda County, for which the firm administers contractor capacity development and risk mitigation programs. The

firm has helped scores of organizations implement successful Contractor Development and Bonding Programs, which have collectively enabled small and diverse contractors to bid on more than \$1 billion in public works construction projects to-date and has retained a less than .01 (one tenth of one percent) loss ratio. The firm has recently added contract financing as a key financial resource, providing contractors with contract funding to bridge the cash flow gap between prosecuting work and receiving progress payments. This is done in partnership with Community Development Financial Institutions (CDFIs) with no financial risk to the program public entity sponsor. Merriwether & Williams will help lead the project team's work related to LFUCG's bond assistance program.

C. Project Timeline

The project team understands that work related to our proposed scope of services would commence in July 2023 and continue for an initial term of one year. Our project team has full capacity to provide all services required under this scope of services and will work with LFUCG to prioritize the organization's needs.

D. Costs

BBC will bill LFUCG on a time and materials basis. We will invoice LFUCG monthly for all professional fees and direct costs, including any travel and subconsultant costs, associated with the project. Any applicable travel expenses will be pre-approved by LFUCG. Figure 1 presents hourly rates for project team personnel. Key personnel are indicated with asterisks.

E. Next Steps

Please contact me directly with any comments or questions (telephone: 303-321-2547; e-mail: imclish@bbcresearch.com). BBC greatly looks forward to continuing our partnership with LFUCG to complete this very important work.

Sincerely,



Iris McClish
Managing Director

Figure 1.
Hourly rates for project
personnel

Firm and Title	Hourly Rate
BBC Research & Consulting	
Iris McClish, Managing Director*	\$225
Kevin Williams, Managing Director*	\$225
Senior Project Manager	\$175
Senior Data Analyst	\$175
Project Manager	\$150
Data Manager	\$150
Research Associate	\$135
EHI Consultants	
Ed Holmes, Principal*	\$200
Project Manager/Planner	\$185
Senior Planner	\$105
Planner	\$75
Rosales Business Partners	
Mara Rosales*	\$320
Diversity, Equity, Inclusion Specialist	\$300
Technical Assistant	\$200
Merriwether & Williams	
Ingrid Merriwether, Executive*	\$325
Director of Program Development	\$250
Project Manager	\$250
Director of Strategic Initiatives	\$175



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1083-23

File ID: 1083-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 10/16/2023

File Name: Extend Administrative Officer - Waste Management

Final Action:

Title: Authorization to extend one (1) unclassified position of Administrative Officer (Grade 523E) for a term of four (4) years within the Division of Waste Management, effective upon passage by Council. This position is included in the FY 24 budget. (L1083-23) (Walters/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet 24-0016

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 1083-23

Title

Authorization to extend one (1) unclassified position of Administrative Officer (Grade 523E) for a term of four (4) years within the Division of Waste Management, effective upon passage by Council. This position is included in the FY 24 budget. (L1083-23) (Walters/Hamilton)

Summary

Authorization to extend one (1) unclassified position of Administrative Officer (Grade 523E) for a term of four (4) years within the Division of Waste Management, effective upon passage by Council. This position is included in the FY 24 budget. (L1083-23) (Walters/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

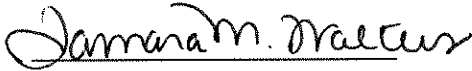
Budget Reference:

Current Balance:



M E M O R A N D U M

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

FROM: 
Tamara Walters, Director
Division of Human Resources

DATE: October 16, 2023

SUBJECT: Extend Position – Division of Waste Management

Request:

The attached is requesting authorization to extend one (1) unclassified position of Administrative Officer (Grade 523E) for a term of four (4) years within the Division of Waste Management, effective upon passage by Council.

Why are you requesting?

The position is necessary to continue the Division's capital projects and optimization programs.

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

This position is included in the FY 24 budget from account 1115-303501-0001-63121.

File Number: 1083 - 23

Director/Commission: Tamara Walters/Sally Hamilton





Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1084-23

File ID: 1084-23

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 10/16/2023

File Name: Request Council authorization to accept award from the Kentucky Department of Military Affairs, Division of Emergency Management in the amount of \$900.00 under the Federal Fiscal Year 2023 Chemical Stockpile Emergency Preparedness Program (CSEPP). No mat

Final Action:

Title: Authorization to accept an award from the Kentucky Department of Military Affairs, Division of Emergency Management in the amount of \$900.00 under the Federal Fiscal Year 2023 Chemical Stockpile Emergency Preparedness Program (CSEPP). No match is required. (L1084-23) (Dugger/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 24 -Blue Sheet FY23 CSEPP, Awarded FY23

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 1084-23

Title

Authorization to accept an award from the Kentucky Department of Military Affairs, Division of Emergency Management in the amount of \$900.00 under the Federal Fiscal Year 2023 Chemical Stockpile Emergency Preparedness Program (CSEPP). No match is required. (L1084-23) (Dugger/Armstrong)

Summary

Authorization to accept an award from the Kentucky Department of Military Affairs, Division of Emergency Management in the amount of \$900.00 under the Federal Fiscal Year 2023 Chemical Stockpile Emergency Preparedness Program (CSEPP). No match is required.

(L1084-23) (Dugger/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 8/2/2023

Risk Management: N/A

Fully Budgeted: Yes, at Grant BA approved for \$930,950

Account Number:

This Fiscal Year Impact: NA

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: OCTOBER 16, 2023

**SUBJECT: Authorization to Accept Additional Federal Fiscal Year 2023 Chemical
Stockpile Emergency Preparedness Program (CSEPP) Funds for Kentucky
Department of Military Affairs, Division of Emergency Management**

Request: Authorization to accept award from the Kentucky Department of Military Affairs, Division of Emergency Management in the amount of \$900.00 under the Federal Fiscal Year 2023 Chemical Stockpile Emergency Preparedness Program (CSEPP). No match is required.

Purpose of Request: On August 31, 2023 (Resolution 457-2023), Council authorized to execute agreement and accept award from Kentucky Department of Military Affairs, Division of Emergency Management in the amount of \$930,050.00. The actual awarded amount was \$930,950.00 awarded for October 1, 2022 – September 30, 2024. Therefore increasing the contract amount to \$930,950.00 for Fiscal Year 2024.

What is the cost in this budget year and future budget years? \$900 in federal funding in Fiscal Year 2024. No matching funds are required. Future years funding is dependent upon availability of federal funding.

Are the funds budgeted? All grant funds are budgeted.

File Number: 1084-23

Director/Commissioner: Dugger/Armstrong



REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Administration

Item #	Object Class	Description	In-direct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	Appn Category	Appn Period End Date
23-KY-FAY-000012	Contractual	Maintenance Cost Share	N	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	BOC	O&M	09/30/2024
23-KY-FAY-000063	Supplies	CSEPP Share of Office Supplies and Phone service	N	\$9,100.00	\$9,100.00	\$9,100.00	\$9,100.00	BOC	O&M	09/30/2024
23-KY-FAY-000076	Travel	CSEPP Travel	N	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	BOC	O&M	09/30/2024
23-KY-FAY-000455	Other	Contract administrative support	N	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	BOC	O&M	09/30/2024
23-KY-FAY-000482	Contractual	Close-out period costs of copier lease and maintenance.	N	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	N/A	O&M	09/30/2024
23-KY-FAY-000483	Contractual	Close-out period cost for cell phone and misc business supplies	N	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	N/A	O&M	09/30/2024
23-KY-FAY-000484	Travel	Close-out related travel expenses	N	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	N/A	O&M	09/30/2024
23-KY-FAY-000490	Contractual	Close-out costs of contract support	N	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	N/A	O&M	09/30/2024
		Subtotals :		\$320,700.00	\$320,700.00	\$320,700.00	\$320,700.00			
		Indirect Costs :		\$0.00	\$0.00	\$0.00	\$0.00			
		Totals :		\$320,700.00	\$320,700.00	\$320,700.00	\$320,700.00			

Agency Explanation

23-KY-FAY-000012- Copier costs (lease and maintenance).

23-KY-FAY-000063-This line covers office supplies and cell phone service for CSEPP staff. Phones are provided by LFUCG.

23-KY-FAY-000076- This line covers estimated travel costs for staff and support personnel.

23-KY-FAY-000455 - This line covers administrative staff and contract costs for equivalent of 3 fulltime Footprint contractors: fulltime Exercise Coordinator, fulltime Footprint AFN/LEP Coordinator, .5 Footprint Planner, .5 Footprint WebEOC Administrator

23-KY-FAY-000483 Close-out period cost for manager and contract support cellphones and misc business supplies.

23-KY-FAY-000484 Close-out related travel costs.

23-KY-FAY-000490 Close-out costs for one FTE contract support to assist manager with close-out activities: collecting documentation (and archiving, destroying, and storing) collecting devices and equipment to be dispositioned per LFUCG Disposition Policies and CSEPP Guidelines.

Grantee Remarks

23-KY-FAY-000012- State Concur-JRD. This is for preparedness activities only.
23-KY-FAY-000063-State Concur-JRD. This is for preparedness activities only.
23-KY-FAY-000076-State Concur-JRD. This is for preparedness activities only.
23-KY-FAY-000455-State Concur-JRD. This is for preparedness activities only. This is above LCCE.
23-KY-FAY-000482-State Concur-JRD. This is for closeout activities only.
23-KY-FAY-000483-State Concur-JRD. This is for closeout activities only.
23-KY-FAY-000484-State Concur-JRD. This is for closeout activities only.
23-KY-FAY-000490-State Concur-JRD. This is for closeout activities only

Region Remarks

23-KY-FAY-000012 - Region 4 Concur (CW).
23-KY-FAY-000063 - Region 4 Concur (CW).
23-KY-FAY-000076 - Region 4 Concur (CW).
23-KY-FAY-000455 - Region 4 Concur (CW).
23-KY-FAY-000482 - Region 4 Concur (CW).
23-KY-FAY-000483 - Region 4 Concur (CW).
23-KY-FAY-000484 - Region 4 Concur (CW).
23-KY-FAY-000490 - Region 4 Concur (CW).

FEMA HQ Remarks

23-KY-FAY-000012 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
23-KY-FAY-000063 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
23-KY-FAY-000076 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
23-KY-FAY-000455 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
Note: The lines listed above are for preparedness activities only

23-KY-FAY-000482 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
23-KY-FAY-000483 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
23-KY-FAY-000484 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
23-KY-FAY-000490 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
Note: The lines listed above are for closeout activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Alert and Notification System

Item #	Object Class	Description	In-dire ct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
23-KY-FAY-000454	Other	Maintenance/Replacement of A&N	N	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	BOC	O&M	09/30/2024
23-KY-FAY-000479	Equipment	AM radio system	N	\$0.00	\$0.00	\$0.00	\$0.00	4	O&M	
		Subtotals :		\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00			
		Indirect Costs :		\$0.00	\$0.00	\$0.00	\$0.00			
		Totals :		\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00			

Agency Explanation

23-KY-FAY-000454- This line covers the cost share of 44% of the annual maintenance for the Alert and Notification system. Everbridge costs increase every year. CSEPP portion was \$48,000 in FY21 and \$50,000 in FY22 so, we're anticipating our portion to be \$52,000 in FY23.) Maintenance of IPAWS and A/N systems. 25% of annual siren software update. Repair and maintenance of signs & equipment.

Grantee Remarks

23-KY-FAY-000454-State concurs-JRD- This is for preparedness activities only

Region Remarks

23-KY-FAY-000454 - Region 4 Concur (CW).

FEMA HQ Remarks

23-KY-FAY-000454 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
 Note: The lines listed above are for preparedness activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Automation

Item #	Object Class	Description	In-dire ct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
23-KY-FAY-000465	Other	Computer, Software and Hardware	N	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	BOC	O&M	09/30/2024
Subtotals :				\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00			

Agency Explanation

23-KY-FAY-000465- Automation maintenance, subscription, and equipment costs: Windows Enterprise update, annual VDA licenses for virtual EOC system , VMWare subscription, annual tech support on EOC virtual servers (Thin Client). Storage for virtual servers.

Grantee Remarks

23-KY-FAY-000465- State Concurs-JRD. This is for preparedness activities only.

Region Remarks

23-KY-FAY-000465 - Region 4 Concurs (CW).

FEMA HQ Remarks

23-KY-FAY-000465 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
 Note: The line listed above are for preparedness activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Communications System

Item #	Object Class	Description	In-dire ct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
23-KY-FAY-000449	Other	CSEPP Share of Communications Cost & Enhancement	N	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	BOC	O&M	09/30/2024
23-KY-FAY-000462	Other	Communications System Maintenance	N	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	BOC	O&M	09/30/2024
Subtotals :				\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00			

Agency Explanation

23-KY-FAY-000449. This line covers the cost of enhancements to the existing communication system, subscription costs, aircards.
23-KY-FAY-000462 This line covers maintenance of devices and equipment

Grantee Remarks

23-KY-FAY-000449-State Concurr-JRD. This is for preparedness only.
23-KY-FAY-000462-State Concurr-JRD. This is for preparedness only

Region Remarks

23-KY-FAY-000449 - Region 4 Concurr (CW).
23-KY-FAY-000462 - Region 4 Concurr (CW).

FEMA HQ Remarks

23-KY-FAY-000449 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
23-KY-FAY-000462 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
Note: The lines listed above are for preparedness activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Coordinated Plans

Item #	Object Class	Description	In-direct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
			N							
		Subtotals :		\$0.00	\$0.00	\$0.00	\$0.00			
		Indirect Costs :								
		Totals :								

Agency Explanation

23-KY-FAY-000467-No request for this year.

Grantee Remarks

Region Remarks

FEMA HQ Remarks

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Emergency Operations Center

Item #	Object Class	Description	In-dire ct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
23-KY-FAY-000451	Equipment	EOC/JIC Enhancements	N	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	3	O&M	09/30/2024
23-KY-FAY-000458	Contractual	Service/Maintenance Contracts	N	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	BOC	O&M	09/30/2024
		Subtotals :		\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00			
		Indirect Costs :		\$0.00	\$0.00	\$0.00	\$0.00			
		Totals :		\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00			

Agency Explanation

23-KY-FAY-000451- Unanticipated equipment replacement
23-KY-FAY-000458 EOC maintenance costs: WebEOC hosting and maintenance, AV maintenance, EOC generator maintenance & fuel (fuel est \$4500)

Grantee Remarks

23-KY-FAY-000451- State Concurs-JRD. Any equipment purchase, must have prior approval from KYEM and RIV. This is for preparedness only. This is below LCCE.
23-KY-FAY-000458- State Concurs-JRD. This is for preparedness only.

Region Remarks

23-KY-FAY-000451 - Region 4 Concurs with the State recommendation this restrict also applies to any enhancements also (CW).
23-KY-FAY-000458 - Region 4 Concurs (CW).

FEMA HQ Remarks

23-KY-FAY-000451 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
Note: Equipment purchases and enhancements must have prior approval from Region 4 and KYEM.

23-KY-FAY-000458 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
Note: The lines listed above are for preparedness activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Exercise Program

Item #	Object Class	Description	In-direct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
23-KY-FAY-000064	Supplies	CSEPP Exercise Program	N	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	BOC	O&M	09/30/2024
		Subtotals :		\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00			
		Indirect Costs :		\$0.00	\$0.00	\$0.00	\$0.00			
		Totals :		\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00			

Agency Explanation

23-KY-FAY-000064-This line covers Exercise costs (meals, transportation, materials, police/fire, 911 backfill, etc). Increase over previous years is due to Police & Fire raises negotiated by their Union. Full Scale EX planned for 2023

Grantee Remarks

23-KY-FAY-000064-State Concurs-JRD. This is for preparedness only. This is above LCCE.

Region Remarks

23-KY-FAY-000064 - Region 4 Concurs (CW).

FEMA HQ Remarks

23-KY-FAY-000064 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
 Note: The line listed above are for preparedness activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Medical Program

Item #	Object Class	Description	In-direct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
23-KY-FAY-000468	Supplies	Medical Supplies	N	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	2	O&M	09/30/2024
		Subtotals :		\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00			
		Indirect Costs :		\$0.00	\$0.00	\$0.00	\$0.00			
		Totals :		\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00			

Agency Explanation

23-KY-FAY-000468- This line provides funding for \$10,000 for misc supplies. And \$8000 for two (\$3750 ea) Wireless Vital Sign Monitors (WVSM). The WVSMs will be maintained in the CSEPP-purchased MAB and used in transporting multiple patients from the incident to hospitals. Benefits to these WVSMs are: responder rehab, triage/MCI, Hazmat.

Grantee Remarks

23-KY-FAY-000468-State Concurs-JRD. This is for preparedness only

Region Remarks

23-KY-FAY-000468 - Region 4 Concurs the two WVSM is for replacement of equipment that has reached the end of their service life (CW).

FEMA HQ Remarks

23-KY-FAY-000468 - FEMA HQ concurs with Region 4 recommendation and approves this request for the replacement of Wireless Vital Sign Monitors that have reached the end of their service life (NJK).
 Note: The line listed above are for preparedness activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Personnel

Item #	Object Class	Description	In-dire ct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
23-KY-FAY-000061	Personnel	CSEPP Salaries	N	\$135,000.00	\$135,000.00	\$135,000.00	\$135,000.00	BOC	O&M	09/30/2024
23-KY-FAY-000062	Fringe Benefits	CSEPP Burdens/Benefits	N	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	BOC	O&M	09/30/2024
23-KY-FAY-000487	Personnel	Close-out period salary for CSEPP manager	N	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	N/A	O&M	09/30/2024
23-KY-FAY-000488	Fringe Benefits	Close-out costs for LFUCG authorized separation pay for Manager and PIO	N	\$38,750.00	\$38,750.00	\$38,750.00	\$38,750.00	N/A	O&M	09/30/2024

	Subtotals :	\$288,750.00	\$288,750.00	\$288,750.00	\$288,750.00
	Indirect Costs :	\$0.00	\$0.00	\$0.00	\$0.00
	Totals :	\$288,750.00	\$288,750.00	\$288,750.00	\$288,750.00

Agency Explanation

23-KY-FAY-000061. This line covers the cost of salary for 1.5 FTE for the CSEPP program (manager, PIO) A 3% raise July 2023 is anticipated.

23-KY-FAY-000062-This line covers the cost of burdens/benefits for 1.5 FTE.

23-KY-FAY-000487 Close-out period salary costs for Manager and Public Information Officer

23-KY-FAY-000488 Separation payout authorized under LFUCG Fringe Benefits for Manager and PIO (PIO at 50%).

Grantee Remarks

23-KY-FAY-000061-State Concurr-JRD. This is for preparedness only. This is above LCCE. Cost increase is due to pay raises within Fayette County the past two years.

23-KY-FAY-000062-State Concurr-JRD. This is for preparedness only. This is above LCCE. Cost increase is due to pay raises within Fayette County the past two years.

23-KY-FAY-000487-State Concurr-JRD. This is for closeout only.

23-KY-FAY-000488-State Concurr-JRD. This is for closeout only. Policy is in filing cabinet. PIO Separation costs are 50% cost share.

Region Remarks

23-KY-FAY-000061 - Region 4 Concurr (CW).

23-KY-FAY-000061 - Region 4 Concurr (CW).

23-KY-FAY-000487 - Region 4 Concurr (CW).

23-KY-FAY-000488 - Region 4 Concurr (CW).

FEMA HQ Remarks

23-KY-FAY-000061 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).

23-KY-FAY-000062 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).

Note: The lines listed above are for preparedness activities only

23-KY-FAY-000487 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).

23-KY-FAY-000488 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).

Note: The lines listed above are for closeout activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Protective Actions

Item #	Object Class	Description	In-dire ct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Orde	App nCat e-go	Appn Period End Date
23-KY-FAY-000452	Equipment	Decon Equipment and PPE related items	N	\$60,000.00	\$28,000.00	\$28,000.00	\$28,000.00	1	O&M	09/30/2024
23-KY-FAY-000456	Other	Traffic Control /Reception Center/Evacuee support	N	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	1	O&M	09/30/2024
Subtotals :				\$68,500.00	\$36,500.00	\$36,500.00	\$36,500.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$68,500.00	\$36,500.00	\$36,500.00	\$36,500.00			

Agency Explanation

23-KY-FAY-000452. This line covers the cost of supplies to support decontamination and other protective actions and, includes an 8.5 x 20 Mobile Command Trailer for Lexington Fire Dept.
23-KY-FAY-000456. This line covers the cost of supplies and activities associated with reception and support of evacuees at our Reception Center: includes materials that address the specific needs of AFN clients.

Grantee Remarks

23-KY-FAY-000452- State does not concur with Mobile Command Trailer. This is considered an UFER (Unfunded Request). State Concurs with LCCE-JRD. This line is for preparedness activities only.
23-KY-FAY-000456-State Concurs-JRD This line is for preparedness activities only

Region Remarks

23-KY-FAY-000452 - Region 4 Concurs with the State recommendation (CW).
23-KY-FAY-000456 - Region 4 Concurs (CW).

FEMA HQ Remarks

23-KY-FAY-000452 - FEMA HQ concurs with Region 4 recommendation and approves this request. (NJK) Note: Funding for the 8.5x20 Mobile Command Trailer for LFD is not approved. Total funding approval for this line is \$28,000 (NJK).
23-KY-FAY-000456 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK).
Note: The lines listed above are for preparedness activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Public Outreach/Education Program

Item #	Object Class	Description	In-direct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	AppnCat e-go	Appn Period End Date
23-KY-FAY-000453	Contractual	Public outreach program/educational program	N	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	BOC	O&M	09/30/2024
23-KY-FAY-000489	Contractual	Close-out period public outreach and education	N	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	N/A	O&M	09/30/2024
Subtotals :				\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00			
Indirect Costs :				\$0.00	\$0.00	\$0.00	\$0.00			
Totals :				\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00			

Agency Explanation

23-KY-FAY-000453-This line includes Fayette County's POE efforts and the CSEPP Counties AFN/LEP production: \$4000 annual mailing, \$10,000 educational items, \$4200 BeReady app annual maintenance.

23-KY-FAY-000489 Close-out period public outreach and education expenses

Grantee Remarks

23-KY-FAY-000453- State Concurr-JRD Fayette County is the major media market in the CSEPP footprint. Fayette County media activities will be viewed within other CSEPP Counties. This is for preparedness only.

23-KY-FAY-000489- State Concurr-JRD. This line is for closeout activities only.

Region Remarks

23-KY-FAY-000453 - Region 4 Concurr (CW).
23-KY-FAY-000489 - Region 4 Concurr (CW).

FEMA HQ Remarks

23-KY-FAY-000453 - FEMA HQ concurs with Region 4 and approves this request (NJK).
23-KY-FAY-000489 -FEMA HQ concurs with Region 4 and approves this request (NJK).
Note: The lines listed above are for preparedness activities only

REQUEST FOR FUNDING CNB REPORT
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM
Budget Information Worksheet, Award Year(s): 2023
State of Kentucky
Fayette
Training Program

Item #	Object Class	Description	In-direct C	Amount Requested	State Recommended	FEMA Region Recommended	FEMA Approved	Rank Order	AppnCat e-go	Appn Period End Date
23-KY-FAY-000475	Other	Training	N	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	BOC	O&M	09/30/2024
		Subtotals :		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00			
		Indirect Costs :		\$0.00	\$0.00	\$0.00	\$0.00			
		Totals :		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00			

Agency Explanation

23-KY-FAY-000475-This line includes the cost of training of first responders, medical personnel, EM office staff, EM volunteers. Ex: EOC Coordinator training or other related courses.

Grantee Remarks

23-KY-FAY-000475-State Concurs-JRD. This is for preparedness only.

Region Remarks

23-KY-FAY-000475 - Region 4 Concurs (CW).

FEMA HQ Remarks

23-KY-FAY-000475 - FEMA HQ concurs with Region 4 recommendation and approves this request (NJK)
 Note: The lines listed above are for preparedness activities only

Fayette	Amount Requested	State Recommended	Region Recommended	FEMA HQ Approve
Subtotals:	\$962,950.00	\$930,950.00	\$930,950.00	\$930,950.00
Indirect Costs:	\$0.00	\$0.00	\$0.00	\$0.00
Agency Totals:	\$962,950.00	\$930,950.00	\$930,950.00	\$930,950.00

State Grand Total: State of Kentu	Amount Requested	State Recommended	Region Recommended	FEMA HQ Approve
Subtotals:	\$962,950.00	\$930,950.00	\$930,950.00	\$930,950.00
Indirect Costs:	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals:	\$962,950.00	\$930,950.00	\$930,950.00	\$930,950.00